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

AGENDA

BETHANY CITY COUNCIL

TUESDAY, APRIL 7, 2026
6:30 P.M

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the March 17, 2026, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
 - C. Approval to declare used analog water meters as surplus and place them on GovDeals auction website.
 - D. Approval of Budget Amendment 26-18.
4. Mayoral Certificate of Appreciation recognizing Dustin Stearman's service on the Bethany Economic Development Authority.
5. Mayoral Proclamation declaring April 12-18, 2026 as National Telecommunicator Week in the City of Bethany.
6. Mayoral Proclamation declaring April 12-18, 2026 as Animal Control Officer Appreciation Week in the City of Bethany.

7. PUBLIC HEARING ITEM: Consideration and possible action regarding Ordinance No. 2092, an ordinance amending the zoning ordinances, map, and comprehensive plan of the City of Bethany, Oklahoma, by including in R-1 (Single Family Residential) the property located on the SW corner of NW 23rd and N College 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 comment.
 - C. Consideration and possible action to approve of Ordinance No. 2092, on reading by title only.
 - D. Motion to approve Section 1 of Ordinance No. 2092.
8. Consideration and possible adoption of Resolution No. 1736, a resolution of the City Council of the City of Bethany, Oklahoma, declaring the commercial office building located at 7001 NW 23rd Street, Bethany, Oklahoma to be a public nuisance pursuant to 11 O.S. § 22-112. *(Ray Jones, City Attorney)*
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 adoption of Resolution No. 1733, a resolution of the City Council of the City of Bethany updating the Traffic Calming Policy and Procedure for the City of Bethany and repealing all past policies in conflict therewith. *(Elizabeth Gray, City Manager)*
11. Consideration and possible pre-approval to accept funds from Bethany First Church of the Nazarene for a partial sanitary sewer replacement. *(Elizabeth Gray, City Manager)*
12. Consideration and possible adoption of Resolution No. 1734, a resolution of the City Council of the City of Bethany approving a Mid-Block Crosswalk Policy and Procedure for the City of Bethany and repealing all past policies in conflict therewith. *(Elizabeth Gray, City Manager)*
13. Consider approval of Resolution No. 1735, approving participation in settlements with Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc. and United Natural Foods, Inc. and authorizing the Mayor or City Manager to execute the remnant defendants' combined subdivision participation and release form and take all actions required to effect the settlements. *(Ray Jones, City Attorney)*
14. Consideration and possible approval of Change Order No. 5 and Amendment No. 3 to Construction Contract for the ARPA Well Field Rehabilitation and Improvements Project in the amount of \$15,217.90 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

15. Consideration and possible approval of Construction Contract with Parathon Construction, LLC for the NW 35th Street from College to Mueller and Mueller from NW 35th to south of NW 34th street reconstruction, and sidewalk along the west side of College from NW 34th to NW 35th in the amount of \$488,487.85 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
16. Discussion and possible action to refer to Planning and Zoning a possible PUD moratorium for public hearing and possible recommendation to city council for a proposed moratorium ordinance. *(Brian Magirowsky, Council Member/Ray Jones, City Attorney)*
17. Consideration and possible approval of Real Estate Purchase Agreement for the purchase of property located at 7600 NW 23rd Street and authorize the mayor to sign the document on behalf of the City of Bethany. *(Ray Jones, City Attorney)*
18. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda")*.
19. City Attorney's Report.
20. City Manager's Report.
21. Mayor and Council Members Comments and Suggestions.
22. Adjourn until April 21, 2026.

BETHANY PUBLIC WORKS AUTHORITY

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

1. Consent Docket:
 - A. Approval of Minutes from the March 17, 2026, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
 - C. Approval to declare used analog water meters as surplus and place them on GovDeals auction website.
2. Consideration and possible approval of Change Order No. 5 and Amendment No. 3 to Construction Contract for the ARPA Well Field Rehabilitation and Improvements Project in the amount of \$15,217.90 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
4. Adjourn until April 21, 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 March 17, 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 April 21, 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 March 17, 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 April 21, 2026.

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

NOTICE: On Thursday , March 12, 2026, at or before 6:00 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, MARCH 17, 2026

6:30 P.M.

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

MEMBERS ABSENT: None

| | | |
|------------------------|-----------------|----------------------------|
| OTHERS PRESENT: | Elizabeth Gray | City Manager |
| | Michael Vaughn | City Clerk/Treasurer |
| | Lesa LaMar | Deputy City Clerk |
| | Brett Crecelius | Community Development Dir. |
| | (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 Falkner.
The Flag Salute was conducted by Council Member Powell.

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

- A. APPROVAL OF MINUTES FROM THE MARCH 3, 2026, REGULAR MEETING.**

- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. APPROVAL OF BUDGET AMENDMENT 26-16.**
- D. APPROVAL OF BUDGET AMENDMENT 26-17.**

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

ITEM NO. 4 PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING ORDINANCE NO. 2090, AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN EDUCATION-INSTITUTIONAL THE PROPERTIES LOCATED AT AROUND THE SOUTHERN NAZERENE UNIVERSITY FROM R-1 (SINGLE FAMILY RESIDENTIAL), IN BETHANY, OKLAHOMA COUNTY, OKLAHOMA AS MORE PARTICULARLY DESCRIBED HEREINAFTER. (RAY JONES, CITY ATTORNEY)

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**

City Manager Gray reported SNU has 16 properties they have owned sometime. Ad Valorem tax follows the use of the property. If the property is a dormitory there would be no ad valorem tax however if a rental property for a house or a vacant lot, that would continue to generate ad valorem tax on the property. In total the 16 properties generate about \$16,000 in ad valorem tax per year. Currently SNU only has 2 or 3 properties that they plan to change over in the next 3 to 5 years.

- B. PUBLIC COMMENT.**

None.

- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2090, ON READING BY TITLE ONLY.**

A motion was made by Vice-Mayor Plank, seconded by Council Member Ford. Yes votes: Smart, Powell, Plank, Falkner, Ford, Sandoval, Triana, Magirowsky. No votes: Larsen. Motion approved.

- D. MOTION TO APPROVE SECTION 1 OF ORDINANCE NO. 2090.**

A motion was made by Council Member Magirowsky, seconded by Council Member Smart. Yes votes: Powell, Magirowsky, Triana, Falkner, Ford, Sandoval, Plank, Smart. No votes: Larsen. Motion approved.

ITEM NO. 5 on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING ORDINANCE NO. 2091, AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, THE PROPERTY DESCRIBED 2200 N FLAMINGO AVE FROM E-I (EDUCATIONAL INSTITUTIONAL) TO PUD (PLANNED UNIT DEVELOPMENT) BETHANY, OKLAHOMA COUNTY AS MORE PARTICULARLY DESCRIBED HEREINAFTER. (RAY JONES, CITY ATTORNEY)**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

Attorney Ray Jones informed the council that this property has not been purchased at this time. The property would be used for Duplex development.

Kaitlyn Turner spoke on behalf of the applicant. This property is two acres, and the PUD is limited to 11 one-story duplex structures with two car parking spaces. The reason a PUD is needed is due to the setback regulations. 25 ft. is the required set back that is the distance from property line to the building line. We are requesting for the front yard 10' East, 10' West, 20' and South 10'. There would be a wooden privacy fence for the development.

B. PUBLIC COMMENT.

Steve Street- 7607 NW 34th -Dense population for small area, no garages. 1760 feet per building. 800 or so sq. ft. is not much for a family. 44 parking spaces. Concern about traffic. He would like to see an R-2 not a PUD.

Mason Street- 7509 NW 21st- Expressed concern with high density and traffic. 22 units is too much. R-2 or R-3 would be more consistent with the area.

Austin Ellis- 7600 NW 21st- Concerned about the impact that 22 additional units would have on water, sewer and electrical.

Nevin Burkhart-7513 NW 21- Concerned about more apartment type homes in Bethany.

Eric Martin- 7508 NW 21st- The speaker expressed concern about the crime rate in the area and doesn't think more development needs added to a small area.

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2091, ON READING BY TITLE ONLY.

A motion was made by Council Member Magirowsky, seconded by Council Member Triana to disapprove Item 5 (C) and (D). Yes votes: Falkner, Larsen, Ford, Smart, Plank, Triana, Magirowsky, Sandoval. No votes: Powell. Motion approved.

D. MOTION TO APPROVE SECTION 1 OF ORDINANCE NO. 2091.

This item was disapproved in Item 5 (C).

ITEM NO. 6 on the agenda was **CONSIDERATION AND POSSIBLE ACTION REGARDING A FINAL PLAT REQUEST FROM LOYD SPAUGY, AGENT FOR OWNER PELHAM PARTNERS, LLC AND MICHAEL LOVE, PROPERTY OWNER TO SUBDIVIDE 7.58 ACRES INTO 25 LOTS LOCATED NW OF THE INTERSECTION OF N ROCKWELL AVENUE AND NW 36TH STREET AND EAST DIVIS AVENUE. (RAY JONES, CITY ATTORNEY)**

A motion was made by Vice-Mayor Plank, seconded by Council Member Ford to approve a final plat request from Loyd Spaugy, Agent for owner Pelham Partners, LLC and Michael Love, property owner, to subdivide 7.58 acres into 25 lots located NW of the intersection of N. Rockwell Ave. and NW 36th Street and East Divis Ave. Yes votes: Ford, Plank, Powell, Sandoval, Smart, Falkner, Triana, Magirowsky, Larsen. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **PUBLIC HEARING ITEM: FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WATERLINE IMPROVEMENTS GRANT. (ELIZABETH GRAY, CITY MANAGER) A. MOTION TO ENTER INTO PUBLIC HEARING. B. MOTION TO CLOSE PUBLIC HEARING.**

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to enter into a public hearing. Yes votes: Triana, Plank, Powell, Ford, Smart, Falkner, Sandoval, Magirowsky, Larsen. No votes: None. Motion approved.

There was no public to speak at the hearing.

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

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO ADOPT A CITIZEN'S PARTICIPATION PLAN FOR FY 2026 CDBG PROGRAM. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Triana to approve Item 8, 9, 10, 11, 12, 13, 14 and 15. Yes votes: Magirowsky, Larsen, Powell, Sandoval, Smart, Falkner, Triana, Ford, Plank. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 1729 TO APPLY FOR FY 2026 CDBG GRANT FOR WATERLINE IMPROVEMENTS PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 8.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 1730 ON APPROVAL OF LEVERAGED (MATCHING) FUNDS BY THE CITY OF BETHANY IN THE FY 2026 GRANT APPLICATION TO OKLAHOMA DEPARTMENT OF COMMERCE FOR PROPOSED WATERLINE IMPROVEMENTS PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 8.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 1731 APPROVING SECTION 3 PLAN FOR CDBG PROPOSED WATERLINE IMPROVEMENTS PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 8.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE ACTION ON ADOPTING RESIDENTIAL ANTI-DISPLACEMENT PLAN FOR FY-2026 CDBG PROPOSED WATERLINE IMPROVEMENTS PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 8.

ITEM NO. 13 on the agenda was **MAYORAL PRESENTATION OF 2026 FAIR HOUSING PROCLAMATION.**

This item was approved with Item No. 8.

ITEM NO. 14 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ADOPTING RESOLUTION NO. 1732 SUPPORTING THE FEDERAL FAIR HOUSING LAW. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 8.

ITEM NO. 15 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL FOR PARKHILL TO PREPARE AND SUBMIT THE CDBG APPLICATION WITH INTENT TO SIGN CONTRACT, IF FUNDED. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 8.

ITEM NO. 16 on the agenda was **MAYORAL PROCLAMATION DECLARING APRIL 2026 AS AUTISM AWARENESS & ACCEPTANCE MONTH IN THE CITY OF BETHANY.**

The proclamation was read by Mayor Sandoval.

ITEM NO. 17 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 . TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

Garnet Kelsoe- Nuisance roosters crowing.

ITEM NO. 18 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EMERGENCY REPAIR EXPENDITURES UTILIZING THE KRAPFF-REYNOLDS CONSTRUCTION CO. ON-CALL/EMERGENCY CONTRACT FOR SEWER LINE REPAIR SERVICES ON NW 55TH STREET FROM ROCKWELL TO MUELLER IN BETHANY OKLAHOMA IN THE APPROXIMATE AMOUNT OF \$63,000.00. (ELIZABETH GRAY, CITY MANAGER)**

City Manager noted that this was a 110' collapse and the repair has been completed. Yes votes: Ford, Plank, Powell, Sandoval, Smart, Falkner, Triana, Magirowsky, Larsen. No votes: None. Motion approved.

ITEM NO. 19 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CONTRACT WITH YMCA OF GREATER OKLAHOMA CITY-BETHANY YMCA FOR OPERATION OF THE MUNICIPAL SWIMMING POOL FOR THE 2026 SEASON AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the contract with YMCA for operation of the municipal swimming pool for the 2026 season and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Ford, Plank, Powell, Sandoval, Smart, Falkner, Triana, Magirowsky, Larsen. No votes: None. Motion approved.

ITEM NO. 20 on the agenda was **EXECUTIVE SESSION PURSUANT TO 25 O.S. SECTION 307(B)(4) FOR CONFIDENTIAL COMMUNICATIONS BETWEEN A PUBLIC BODY AND ITS ATTORNEY CONCERNING A PENDING CLAIM REGARDING 8300 NW 25TH STREET IF THE PUBLIC BODY, WITH THE ADVICE OF ITS ATTORNEY, DETERMINES THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE PUBLIC BODY TO PROCESS THE CLAIM OR CONDUCT A PENDING INVESTIGATION, LITIGATION, OR PROCEEDING IN THE PUBLIC INTEREST.**

A. MOTION TO ENTER INTO EXECUTIVE SESSION.

A motion was made session by Council Member Magirowsky, seconded by Council Member Triana at 7:26 to enter executive session. Yes votes: Magirowsky, Larsen, Powell, Sandoval, Smart, Falkner, Triana, Ford, Plank. No votes: None. Motion approved.

B. MOTION TO EXIT FROM EXECUTIVE SESSION.

A motion was made session by Council Member Magirowsky, seconded by Council Member Triana at 7:46 to exit executive session. Yes votes: Magirowsky, Larsen, Powell, Sandoval, Smart, Falkner, Triana, Ford, Plank. No votes: None. Motion approved.

A motion was made by Council Member Magirowsky, seconded by Council Member Triana for the city attorney to move forward as he sees fit. Yes votes: Plank, Falkner, Sandoval, Ford, Magirowsky, Triana, Larsen, Smart, Powell. No votes: None. Motion approved.

ITEM NO. 21 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. 22 on the agenda was the **CITY ATTORNEY’S REPORT.**

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

ITEM NO. 23 on the agenda was the **CITY MANAGER’S REPORT.**

City Manager Gray provided updates regarding recent and upcoming events and projects.

ITEM NO. 24 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

ITEM NO. 25 on the agenda was **ADJOURN UNTIL APRIL 7, 2026.**

Mayor Sandoval adjourned the Bethany City Council meeting at 8:04 P.M. until April 7, 2026.

CITYCLERK

MAYOR

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: April 1, 2026
Subject: Claims list for the 04/07/2026 City Council Meeting

GENERAL OPERATIONS FUND

| FUND | AMOUNT |
|--------------------------|----------------------|
| General Operations Fund | \$ 142,191.67 |
| Public Safety Fund | \$ 4,613.00 |
| Capital Improvement Fund | \$ 8,015.15 |
| 2016 Library GO Bond | \$ 8,086.51 |
| Federal Grant Fund | \$ 257,542.33 |
| Municipal Court Fund | \$ 9,028.41 |
| TOTAL | \$ 429,477.07 |

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 429,477.07 |
| Bethany Public Works Authority | \$ 262,410.09 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 691,887.16 |

RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|-----------|--------------------------------|---------------------------|--------|-------------------|-----------|
| DEPARTMENT: N/A | | NON-DEPARTMENTAL | | | | |
| 26-56326 | 10-005216 | PERDUE BRANDON FIELDER COLLMAR | 2026 COLLECTION RPT | 4/2026 | MARCH 26 | 6,728.96 |
| DEPARTMENT TOTAL: | | | | | | 6,728.96 |
| DEPARTMENT: 01.0 | | MANAGEMENT | | | | |
| 26-55486 | 10-004418 | CNA SURETY, INC. | CM POSITION BOND | 3/2026 | 20260507-65065905 | 175.00 |
| 26-54311 | 10-005084 | JAN-PRO CLEANING SYSTEMS | CITY HALL CLEANING | 3/2026 | INV302580 | 813.00 |
| 26-56168 | 10-005321 | AMAZON CAPITAL SERVICES, | INCOPIY PAPER / HEATERS | 3/2026 | 3431421 | 294.63 |
| 26-54336 | 10-005519 | CRAWFORD & ASSOCIATES, P.C. | AUDIT PREP | 3/2026 | 35059 | 31,547.47 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 519.21 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 108.53 |
| 26-55991 | 10-1530 | THE TRIBUNE | ORDINANCE PUBLICATIONS | 3/2026 | 20260313 | 120.60 |
| 26-54328 | 10-3196 | IMAGENET CONSULTING, LLC | PRINTER UPSTAIRS/DOWN | 3/2026 | INV1570199 | 427.59 |
| DEPARTMENT TOTAL: | | | | | | 34,006.03 |
| DEPARTMENT: 02.0 | | FINANCE | | | | |
| 26-56168 | 10-005321 | AMAZON CAPITAL SERVICES, | INCOPIY PAPER / HEATERS | 3/2026 | 3431421 | 39.99 |
| 26-54231 | 10-1749 | RK BLACK INC. | SHARP PRINTER | 3/2026 | in1328224 | 6.16 |
| DEPARTMENT TOTAL: | | | | | | 46.15 |
| DEPARTMENT: 03.0 | | COURT | | | | |
| 26-56284 | 10-006101 | ALL HOURS LOCKSMITH | DOORS | 3/2026 | 22895 | 285.00 |
| 26-54283 | 10-006123 | CHRISTOPHER T. STEIN | CITY PROSECUTOR | 3/2026 | 032633 AND 3/11 | 1,562.90 |
| 26-56221 | 10-006123 | CHRISTOPHER T. STEIN | CLE FOR CITY PROSECUTOR | 3/2026 | 032633- | 100.00 |
| 26-54284 | 10-006144 | ROBERT BLACK, PLLC | CITY PROSECUTOR | 3/2026 | 202603 | 880.00 |
| 26-56253 | 10-006205 | GRAFTEC COMMUNICATIONS INC. | BUSINESS CARDS | 3/2026 | 50182 | 90.00 |
| 26-54986 | 10-006282 | INDRA I. CARRILLO | MAR INTERPRETER | 3/2026 | MARCH #2 | 270.00 |
| 26-56329 | 10-006282 | INDRA I. CARRILLO | SPANISH INTERPRETER | 4/2026 | MARCH #1 | 180.00 |
| 26-56195 | 10-0225 | GENUINE PARTS | OIL FILTER FOR MARSHAL VE | 3/2026 | 111975 | 11.28 |
| 26-56219 | 10-0288 | C & J SPORTING GOODS | MARSHAL AMMO | 3/2026 | 073770 | 199.99 |
| 26-54103 | 10-0465 | OK DEPT OF PUBLIC SAFETY | FEB 2026 OLETS | 3/2026 | LET-022265 | 80.00 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 107.55 |
| 26-56252 | 10-1069 | OKLAHOMA MUNICIPAL LEAGUE | JUDGE MEMBERSHIP | 3/2026 | 2025-2026 | 50.00 |
| 26-54070 | 10-1749 | RK BLACK INC. | MAR 2026 SHREDDER | 3/2026 | 0021867 | 40.00 |
| 26-54091 | 10-1749 | RK BLACK INC. | FEB 2026 COPIER MAINT | 3/2026 | IN1328223 | 27.44 |
| 26-54092 | 10-1749 | RK BLACK INC. | MAR 2026 COPIER MAINT | 3/2026 | IN1331878 | 75.09 |
| 26-54063 | 10-2274 | OZARKA WATER COMPANY | MAR 2026 WATER | 3/2026 | 42361053 | 25.94 |
| DEPARTMENT TOTAL: | | | | | | 3,985.19 |

FUND: 010- GENERAL FUND

SUMMARY REPORT

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|------------------------------|-----------|--------------------------|-------------------------|--------|------------|-----------|
| DEPARTMENT: 04.0 ENGINEERING | | | | | | |
| 26-55845 | 10-005900 | TEIM DESIGN GROUP, PLLC | ENGINEER CONTRACT | 3/2026 | 13751 | 12,444.95 |
| DEPARTMENT TOTAL: | | | | | | 12,444.95 |
| DEPARTMENT: 05.0 POLICE | | | | | | |
| 26-54346 | 10-004660 | MOTHER NATURE'S INC. | PD Monthly Maint | 3/2026 | 1604545 | 60.00 |
| 26-54401 | 10-004912 | DIGI GROUP | MONTHLY USAGE FEES | 3/2026 | IN37402 | 134.18 |
| 26-56145 | 10-005072 | DEVILLE LAUNDRY | JAIL LAUNDRY | 3/2026 | 20260317 | 138.88 |
| 26-55712 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES | 3/2026 | 7678666 | 455.95 |
| 26-56264 | 10-005321 | AMAZON CAPITAL SERVICES, | INSupplies | 3/2026 | 7852243 | 313.97 |
| 26-56281 | 10-005321 | AMAZON CAPITAL SERVICES, | INCable Cover and Pens | 3/2026 | 9538619 | 39.70 |
| 26-56091 | 10-005373 | CARD SERVICES/P1 | FBINAA CONFERENCE | 3/2026 | 20283 | 500.00 |
| 26-56275 | 10-005772 | MWI ANIMAL HEALTH | Disinfectant/Deodorizer | 3/2026 | 66850636 | 173.36 |
| 26-54730 | 10-005850 | ABC CLINIC | SPAY AND NEUTER MONTHLY | 3/2026 | 0066 | 1,295.00 |
| 26-56140 | 10-005941 | DATAMARS, INC. | Microchips | 3/2026 | 977473 | 725.91 |
| 26-54034 | 10-006044 | HOUSE OF MODS LLC | Fleet Repairs | 3/2026 | 6087 | 1,116.94 |
| 26-56092 | 10-006166 | SHANGRI-LA RESORT, LLC | FBINAA Conference | 3/2026 | 26-56092 | 660.00 |
| 26-56185 | 10-006234 | INTOXIMETERS INC. | Mouthpieces for FST | 3/2026 | 810763 | 81.00 |
| 26-55339 | 10-006296 | WALL 2 WALL | DOG BOXES FOR ACO TRUCK | 3/2026 | 205598 | 2,413.68 |
| 26-56171 | 10-006319 | PRO GRADE FLOORING LLC | FLOORING FOR OFFICES | 3/2026 | 3933 | 5,852.31 |
| 26-55948 | 10-0225 | GENUINE PARTS | NAPA PARTS | 3/2026 | 110981 | 116.25 |
| 26-56216 | 10-0225 | GENUINE PARTS | Vehicle parts | 3/2026 | 112304 | 614.51 |
| 26-56287 | 10-0429 | WVP OF OKLAHOMA LLC | Vaccine Contract | 3/2026 | 126 | 340.00 |
| 26-54566 | 10-0465 | OK DEPT OF PUBLIC SAFETY | OLETS ACCESS MONTHLY | 3/2026 | LET-022174 | 549.00 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 3/2026 | 20260316 | 24.40 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 730.10 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 5,426.63 |
| 26-56202 | 10-1970 | OSBI | WHITTLE EUTH TECH APP | 3/2026 | 26-56202 | 50.00 |
| 26-56048 | 10-2369 | STAN'S PLUMBING INC | Investigation Sink | 3/2026 | 27015 | 198.00 |
| 26-56274 | 10-3527 | GEARWORKS | 23-006 Decals | 3/2026 | 9549 | 170.00 |
| 26-54132 | 10-4090 | AT&T MOBILITY | Monthly Billing | 3/2026 | X03192026- | 1,469.46 |
| 26-56288 | 10-4388 | ISG TECHNOLOGY, LLC | ISG Service Agreement | 3/2026 | MSP369567 | 4,212.55 |
| DEPARTMENT TOTAL: | | | | | | 27,861.78 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|-----------|-----------------------------|---------------------------|--------|------------|-----------|
| DEPARTMENT: 06.0 | | FIRE | | | | |
| 26-54453 | 10-005510 | SAMARITAN EMS | AMBULANCE SVC | 3/2026 | APR 2026 | 17,989.75 |
| 26-56226 | 10-005992 | AEG PETROLEUM | DEF FLUID | 3/2026 | 988434 | 94.73 |
| 26-55415 | 10-0336 | CASCO INDUSTRIES | SCBA FIT TEST | 3/2026 | 281111 | 30.00 |
| 26-55834 | 10-0336 | CASCO INDUSTRIES | INTAKE VALVE FOR LADDER-1 | 3/2026 | 281230 | 2,065.00 |
| 26-55976 | 10-0336 | CASCO INDUSTRIES | HELMET SHIELDS | 3/2026 | 281275 | 1,620.00 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 3/2026 | 20260316 | 211.12 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 636.95 |
| 26-56231 | 10-1082 | OKLAHOMA FIRE CHIEF'S ASSOC | CHIEFS WINTER WORKSHOP | 3/2026 | CHF- 25602 | 200.00 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 1,776.25 |
| 26-56243 | 10-1282 | BOB RODGERS GARAGE | DONATED SHED DELIVERY | 3/2026 | 26-14001 | 200.00 |
| 26-56124 | 10-1501 | T & W TIRE LLC | TWO TIRES AND ALIGNMENT | 3/2026 | 1100064290 | 742.35 |
| 26-56152 | 10-1501 | T & W TIRE LLC | DRAG LINK REPLACMENT | 3/2026 | 1100064318 | 324.93 |
| 26-56217 | 10-1622 | WESTLAKE ACE HARDWARE | HYDRANT TOOL BAGS | 3/2026 | 3505481 | 55.94 |
| 26-56292 | 10-4090 | AT&T MOBILITY | MOBILE DATA FOR IPADS | 3/2026 | XX03192026 | 85.08 |
| 26-55116 | 10-4103 | OTTO ENGINEERING INC. | TWO REPLACEMANT MIC'S | 3/2026 | 1210245 | 783.70 |
| 26-56178 | 10-4179 | BUDGET FLAG & BANNER | REPLACEMENT USA FLAGS | 3/2026 | 32538 | 278.00 |
| DEPARTMENT TOTAL: | | | | | | 27,093.80 |
| DEPARTMENT: 07.0 | | COMMUNITY DEV | | | | |
| 26-56209 | 10-005321 | AMAZON CAPITAL SERVICES, | INMAILING LABELS | 3/2026 | 5893014 | 49.95 |
| 26-56193 | 10-005373 | CARD SERVICES/P1 | WEBSITE REGISTRAR | 3/2026 | 26-56193 | 22.99 |
| 26-56122 | 10-005670 | AMANDA SANDOVAL | BYC MEDALS REIMBURSEMENT | 3/2026 | 26-56122 | 196.54 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 217.07 |
| 26-56123 | 10-1530 | THE TRIBUNE | ROCKWELL CORRIDOR REZONE | 3/2026 | 20260313 | 106.67 |
| 26-56241 | 10-1530 | THE TRIBUNE | PUBLICATION | 3/2026 | 20260327 | 127.54 |
| 26-54231 | 10-1749 | RK BLACK INC. | SHARP PRINTER | 3/2026 | in1328224 | 24.62 |
| DEPARTMENT TOTAL: | | | | | | 745.38 |
| DEPARTMENT: 08.1 | | PUBLIC WORKS - ADMIN | | | | |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 165.27 |
| 26-55812 | 10-2442 | SUMNERONE, INC. | MONTHLYCOPIERMANTENANCE | 3/2026 | 4560041 | 98.88 |
| DEPARTMENT TOTAL: | | | | | | 264.15 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|---|-----------|--|---------------------------|--------|----------------|-----------|
| DEPARTMENT: 08.2 PUBLIC WORKS - STREETS | | | | | | |
| 26-56173 | 10-004790 | HARVEY JANITORIAL SALES | TRASH LINER FOR CANS | 3/2026 | 221192 | 103.12 |
| 26-56155 | 10-004808 | ADVANTAGE BATTERY OF OKLAHO4 | BATTERY SCHOOL ZONE | 3/2026 | 128218 | 279.96 |
| 26-56235 | 10-005321 | AMAZON CAPITAL SERVICES, IN2 | TIRES FOR BOBCAT MOWER | 3/2026 | 0284232 | 88.59 |
| 26-56215 | 10-006180 | CENTERLINE SUPPLY INC. | FOUR STOP SIGNS | 3/2026 | ORD0169483 | 258.00 |
| 26-56206 | 10-006287 | TAKE TEN TIRE & SERVICE | TWO TIRES #65 | 3/2026 | 4-GS351486 | 280.50 |
| 26-56229 | 10-0225 | GENUINE PARTS | UNIT #62 | 3/2026 | 112052 | 190.81 |
| 26-56238 | 10-0324 | CENTRAL POWER EQUIP. INC | BLADES FOR BOBCAT MOWER | 3/2026 | 369308 | 233.94 |
| 26-56160 | 10-0694 | HASKELL LEMON CONST CO | 3 TONS ASPHALT | 3/2026 | 19587 | 241.60 |
| 26-56204 | 10-0694 | HASKELL LEMON CONST CO | 3 TONS OF ASPHLAT | 3/2026 | 19641 | 191.20 |
| 26-56213 | 10-0694 | HASKELL LEMON CONST CO | THREE TONS OF ASPHALT | 3/2026 | 19670 | 240.80 |
| 26-56232 | 10-0694 | HASKELL LEMON CONST CO | TWO TONS ASPHALT | 3/2026 | 19696 | 96.00 |
| 26-56254 | 10-0694 | HASKELL LEMON CONST CO | TWO TONS ASPHALT | 3/2026 | 19735 | 78.40 |
| 26-56267 | 10-0694 | HASKELL LEMON CONST CO | FOUR TONS ASPHALT | 3/2026 | 19756 | 259.20 |
| 26-54689 | 10-1063 | OG&E | MONTHLY SVC | 3/2026 | 20260316- | 15,230.13 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 2,901.58 |
| 26-56161 | 10-1329 | SCHWARZ (BORAL) READY MIX | 10 YARDS CONCRETE | 3/2026 | 3450181 | 873.00 |
| 26-56258 | 10-1350 | SMITH FARM & GARDEN | BEARINGS AND BELT MOWER | 3/2026 | 18997 | 185.98 |
| 26-56234 | 10-1622 | WESTLAKE ACE HARDWARE | W-40 AND SILCONE | 3/2026 | 3505485 | 18.58 |
| 26-56302 | 10-1622 | WESTLAKE ACE HARDWARE | SILCONE FOR LIGHTS | 3/2026 | 3505507 | 16.99 |
| 26-56236 | 10-1796 | H.O.W. RUBBER, INC. | FITTING FOR UNIT #63 | 3/2026 | H25823 | 8.06 |
| 26-56249 | 10-2123 | HOME DEPOT CREDIT SVCS | CONCRETE & GAUGING TROWEL | 3/2026 | 024626/3020357 | 116.64 |
| 26-56247 | 10-3380 | URBAN CONTRACTORS INC | STORM DRAIN 6719 NW30TH | 3/2026 | 26-14 | 900.00 |
| 26-56098 | 10-4010 | HARD HAT SAFETY & GLOVE | HARDHATS,RAINGEAR | 3/2026 | IN-0085453 | 60.00 |
| 26-56239 | 10-4163 | PRECISION FLUID POWER INC | REPAIRCYLINDERFORUNIT#63 | 3/2026 | 110316 | 268.00 |
| DEPARTMENT TOTAL: | | | | | | 23,121.08 |
| DEPARTMENT: 08.4 PUBLIC WORKS - MAINT | | | | | | |
| 26-56188 | 10-005321 | AMAZON CAPITAL SERVICES, IN1300W/110VBOLTREMOVAL | | 3/2026 | 2160204 | 159.99 |
| 26-56272 | 10-005321 | AMAZON CAPITAL SERVICES, ININK,COMET, SPONGES | | 3/2026 | 8589800 | 17.58 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 54.20 |
| DEPARTMENT TOTAL: | | | | | | 231.77 |

FUND: 010- GENERAL FUND

SUMMARY REPORT

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|---------------------------------------|-----------|-----------------------------|--------------------------|--------|----------------|------------|
| DEPARTMENT: 08.5 PUBLIC WORKS - PARKS | | | | | | |
| 26-56172 | 10-004790 | HARVEY JANITORIAL SALES | TRASH LINERS PARKS | 3/2026 | 221191 | 309.36 |
| 26-56113 | 10-006044 | HOUSE OF MODS LLC | OIL LEAK UNIT 56 | 3/2026 | RO #6060 | 1,094.00 |
| 26-56165 | 10-0225 | GENUINE PARTS | COUPLING FOR HOSE | 3/2026 | 111543 | 3.85 |
| 26-56224 | 10-0225 | GENUINE PARTS | BATTERY FOR ZERO TURN | 3/2026 | 112025 | 52.95 |
| 26-56009 | 10-0324 | CENTRAL POWER EQUIP. INC | DX& POSSIBLE REPAIR LEAF | 3/2026 | 369307 | 86.95 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 3/2026 | 20260316 | 445.72 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 39.08 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 896.80 |
| 26-56150 | 10-1622 | WESTLAKE ACE HARDWARE | HOSE/CUPS FOR CHEM. | 3/2026 | 3505470 | 37.16 |
| 26-56225 | 10-1622 | WESTLAKE ACE HARDWARE | BOLTS,CLAMPS,SCREWS | 3/2026 | 3505483 | 45.98 |
| 26-56303 | 10-1622 | WESTLAKE ACE HARDWARE | MULCH | 3/2026 | 3505508 | 49.90 |
| 26-56222 | 10-1646 | WYLIE SPRAYERS OF OKLAHOM | THREE SPRAYERS | 3/2026 | 755029 | 95.02 |
| 26-56151 | 10-1726 | BETHANY COUNTRY STORE | HERBICIDE | 3/2026 | 2837572 | 631.00 |
| 26-56227 | 10-1726 | BETHANY COUNTRY STORE | DYE & HERBICIDES | 3/2026 | 2837574 | 402.00 |
| 26-56259 | 10-1726 | BETHANY COUNTRY STORE | HERBICIDES FOR SPRAYING | 3/2026 | 2837576 | 402.00 |
| 26-56273 | 10-2123 | HOME DEPOT CREDIT SVCS | PAINT,ROLLERS,BRUSHES | 3/2026 | 026234/1020614 | 362.15 |
| 26-56237 | 10-3544 | OKLAHOMA STATE DEPT OF HEAL | LICENSE #55-14144 | 3/2026 | 55-14144-2026 | 335.00 |
| 26-56098 | 10-4010 | HARD HAT SAFETY & GLOVE | HARDHATS,RAINGEAR | 3/2026 | IN-0085451 | 373.51 |
| DEPARTMENT TOTAL: | | | | | | 5,662.43 |
| FUND TOTAL: | | | | | | 142,191.67 |

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|------------------|---------------------|--------|---------|----------|
| DEPARTMENT: 99.0 | | NON-DEPARTMENTAL | | | | |
| 26-56012 | 10-1749 | RK BLACK INC. | COURT COPIER | 3/2026 | 16836 | 4,613.00 |
| DEPARTMENT TOTAL: | | | | | | 4,613.00 |
| FUND TOTAL: | | | | | | 4,613.00 |

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|--|-----------|-------------------------|----------------------|--------|---------|----------|
| DEPARTMENT: 40.0 PROJECTS >\$25,000 | | | | | | |
| 26-55386 | 10-005900 | TEIM DESIGN GROUP, PLLC | SHANNON LIFT STATION | 3/2026 | 16762 | 8,015.15 |
| DEPARTMENT TOTAL: | | | | | | 8,015.15 |
| FUND TOTAL: | | | | | | 8,015.15 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|-----------|-------------------------|------------------------|--------|---------|----------|
| DEPARTMENT: 99.0 | | NON-DEPARTMENTAL | | | | |
| 26-55473 | 10-005900 | TEIM DESIGN GROUP, PLLC | 35/MUELLER SIDEWALK/RD | 3/2026 | 13766 | 8,086.51 |
| DEPARTMENT TOTAL: | | | | | | 8,086.51 |
| FUND TOTAL: | | | | | | 8,086.51 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT | |
|-------------------|-----------|-------------------------|------------------------|--------|---------|------------|--|
| DEPARTMENT: 40.0 | | Sewer Project | | | | | |
| 26-55347 | 10-005900 | TEIM DESIGN GROUP, PLLC | ARPA PENIEL SEWER | 3/2026 | 13764 | 11,864.00 | |
| 26-54586 | 10-3380 | URBAN CONTRACTORS INC | PENIEL LIFT PIPE BURST | 3/2026 | INV 4 | 245,678.33 | |
| DEPARTMENT TOTAL: | | | | | | 257,542.33 | |
| FUND TOTAL: | | | | | | 257,542.33 | |

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|------------------|-----------------------|--------|--------------|------------|
| DEPARTMENT: N/A | | NON-DEPARTMENTAL | | | | |
| 26-56323 | 10-1869 | CLEET | MAR 2026 CLEET REPORT | 4/2026 | MARCH 2026** | 3,119.49 |
| 26-56324 | 10-1970 | OSBI | MAR 2026 AFIS REPORT | 4/2026 | MARCH 2026* | 3,043.01 |
| 26-56325 | 10-1970 | OSBI | MAR 2026 FORENSIC RPT | 4/2026 | MARCH 2026- | 2,865.91 |
| DEPARTMENT TOTAL: | | | | | | 9,028.41 |
| FUND TOTAL: | | | | | | 9,028.41 |
| GRAND TOTAL: | | | | | | 691,887.16 |

Agenda: 04/07/2026
Item: 3 (C)
BPWA Item: 1 (C)

CITY OF BETHANY
BETHANY PUBLIC WORKS AUTHORITY

From: Phil Stowell, Public Works Director
Date: 04-07-26
Subject: Declare Used Analog Water Meters As Surplus

BACKGROUND

The City has been taking substantial strides to replace old, inaccurate, and broken analog water meters with new replacement digital “smart” meters. Staff requests surplus designation of the analog meters. If the surplus designation is approved, the analog meters will be placed up for auction on GovDeals.com platform.

RECOMMENDATION

1. Staff recommends approval to surplus.



ADDITIONAL COMMENTS

There are approximately 5,000 used analog meters to surplus and auction.

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: 4/2/2026
Subject: Budget Amendment 26-18

BACKGROUND

The Bethany police department has been awarded a grant from the Association of Central Oklahoma Governments (ACOG) to purchase ADA compliant desks and chairs and line recording server for a total award of \$93,522. Budget Amendment 26-18 recognizes the grant revenue and appropriates the fund for expenditure.

RECOMMENDATION

1. Approve Budget Amendment 26-18 (attached).

ADDITIONAL COMMENTS

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

Approval of and authorization to execute Budget Amendment Number BA# 26-18

BUDGET AMENDMENT FORM

Funds: Public Safety Fund
Amendment #: BA# 26-18
Fiscal Year: FY 2026

| <u>Account #</u> | <u>Account Name</u> | <u>Estimated Revenue</u> | | <u>Appropriations</u> | |
|---------------------|--------------------------|--------------------------|-----------------|-----------------------|-----------------|
| | | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| General Fund | | | | | |
| 021-36526 | Police Dept Other Grants | 93,522 | | | |
| 021-307 | Other Expense | | | 93,522 | |
| TOTALS | | <u>93,522</u> | <u>-</u> | <u>93,522</u> | <u>-</u> |

EXPLANATION:

Budget Amendment 26-18 Recognizes a grant from ACOG to the Police Department and appropriates those funds for expenditure.

Date & Signature of Mayor: x _____ Date

Date & Signature of City Manager: x _____ Date

Date Approved by the City of Bethany: April 7th, 2026 _____

Public Safety Fund

Unappropriated Fund Balance Remaining After Amendment: **572,790.00**

City of Bethany

Proclamation

Office of the Mayor

WHEREAS, in 1991 Congressional resolution named the second full week in April of every year, National Telecommunicator Week; and

WHEREAS, emergencies can occur at any time or any place and require the assistance of police, fire, or emergency medical services; and

WHEREAS, 911 is the Hotline for Help for people in emergency situations, and the 911 call taker's voice is the first assurance that help is on the way; and

WHEREAS, 911 professionals regularly meet the challenges of extremely stressful situations with calmness and efficiency; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of these emergency responders is dependent upon the quality and accuracy of information obtained from citizens who telephone the 911 communications center; and

WHEREAS, Public Safety Dispatchers are the heart of public safety, providing assistance before any other emergency services arrive on scene; and

WHEREAS, Public Safety Dispatchers are a vital link for our emergency responders by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Dispatchers contribute substantially to the apprehension of criminals, suppression of fires and treatment of injuries and illnesses on a daily basis; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of his or her daily job duties.

NOW, THEREFORE, I, Amanda Sandoval, Mayor of Bethany, Oklahoma, do hereby proclaim the week of **April 12-18, 2026**, to be **National Telecommunicator Week** in the City of Bethany, Oklahoma in honor of the men and women whose diligence and professionalism keep our citizens and emergency responders safe.

*Given under my hand and the Seal of the City of Bethany, Oklahoma
this 7th day of April, 2026.*



Mayor

Attest:



City Clerk



City of Bethany

Proclamation

Office of the Mayor

WHEREAS, Bethany Animal Welfare, a division of the Bethany Police Department and the work of Animal Control Officers is both demanding and essential; and

WHEREAS, Animal Control Officers provide animal care, adoption services, lost pet reunification, and enforcement of animal control ordinances; and

WHEREAS, Animal Control Officers play a critical and often underrecognized role in maintaining safe, humane, and healthy communities; and

WHEREAS, these dedicated professionals serve at the intersection of public safety, animal welfare, and community engagement; and

WHEREAS, the responsibilities of these officers include responding to emergency calls, investigating animal cruelty and neglect, enforcing local and state laws, supporting disaster response efforts, protecting public health, and providing education to the communities they serve; and

WHEREAS, they routinely navigate complex and emotionally challenging situations with professionalism, compassion, and integrity; and

WHEREAS, their efforts not only protect animals, but also contribute significantly to community safety and quality of life; and

WHEREAS, the Bethany Animal Control Officers embody the spirit of service and make a profound difference in the lives of both animals and humans.

NOW, THEREFORE, I, Amanda Sandoval, Mayor of Bethany, Oklahoma do hereby proclaim the week of **April 12-18, 2026**, as **Animal Control Officer Appreciation Week** in the City of Bethany, Oklahoma and encourage all citizens to join me in expressing sincere gratitude for their outstanding service and unwavering commitment to animal welfare and public safety.

*Given under my hand and the Seal of the City of Bethany, Oklahoma
this 7th day of April, 2026.*



Mayor

Attest:



City Clerk



BETHANY CITY COUNCIL

From: Brett Crecelius
Date: March 24, 2026
Subject: Consider a request by Jessica Garcia, Applicant and Property Owner, to rezone a property located at the SW Corner of NW 23rd and N College Ave. from C-G, (Commercial General) to R-1 (Single-Family Residential).

BACKGROUND

Attached are the minutes and the staff report from the March 19, 2026 Planning and Zoning Commission meeting. Motion was made by Steve Marx, seconded by James Clemmer to recommend approving the rezoning request for the SW Corner of NW 23rd and N. College Ave. from C-G (Commercial General) to R-1 (Single-Family Residential). The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Jennifer Edmonson. NAY- None. ABSTAIN – None. The motion carried unanimously 6 – 0.

RECOMMENDATION

1. As develops during the meeting.

ADDITIONAL COMMENTS



ORDINANCE NO. 2092

AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN R-1, (SINGLE FAMILY RESIDENTIAL) THE PROPERTY LOCATED ON THE SW CORNER OF NW 23RD STREET AND N COLLEGE 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:

Woods Garden Terrace 2nd Block 005 Lot 039

is hereby included in, added to, and made part of the district set aside for R-I, Single Family Residential, 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 March 19, 2026, and the Bethany City Council on the April 7, 2026, and was duly adopted and approved by the Mayor and City Council of the City of Bethany on the 7th day of April, 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
MARCH 19, 2026

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

MEMBERS ABSENT: Arvel Williams
Ron Crouch

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, March 12, 2026 on or before 4:30 p.m.

Justin Peck, Chair called the meeting to order and gave the invocation. Motion was made by James Clemmer, seconded by Sam Thurman to approve the March 5, 2026 Planning and Zoning Commission minutes as emailed. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Jennifer Edmonson. NAY- None. ABSTAIN- None. The motion carried unanimously 6 - 0.

ITEM 1: PC 26-08
Consider a request by Jessica Garcia, Applicant and Property Owner, to rezone a property located on the SW Corner of NW 23rd and N College Ave. from C-G (Commercial General) to R-1 (Single-Family Residential).

LEGAL DESCRIPTION: Woods Garden Terrace 2nd Block 005 Lot 039.

ACTION: Raquelynne Diaz, Comm. Dev. Associate presented the staff report to consider a request to rezone a property located on the SW Corner of NW 23rd and N College Ave. from C-G (Commercial General) to R-1 (Single-Family Residential).

Ms. Garcia, Applicant and Aidia Garcia (daughter) spoke to the Planning and Zoning Commission. We are interested in building a new home. This would allow another family to come into the City of Bethany.

Commissioner Thurman asked if the applicant plans to live in the new home or rent the new home.

Aida Garcia explained we have looked at it both ways. If the time comes when the construction is over, and I am ready to live on my own, I would like to take the opportunity to move into the house. But if not in the picture, we would just let another family take the opportunity for themselves.

Commissioner Peck asked if the driveway would come in off N. College.

Aida Garcia said yes.

Commissioner Marx asked staff if the lot north of tonight's request would be large enough for a commercial business.

Brett Crecelius, Comm. Dev. Director said yes, it would depend on the type of commercial to fit the lot.

Commissioner Thurman asked if we allow the home to be built would it have any impact on future commercial construction on the property to the north.

Brett Crecelius, Comm. Dev. Director said it would depend on the business coming in, and the commercial property would be required to meet all the noise and screening requirements.

Ms. Mauer, resident of 2212 N. Gleason spoke to the Planning and Zoning Commission. The lot at NW 23rd and N. College has been empty since 1979 and there has been no activity on this corner. She asked if there was any interest for this corner.

Brett Crecelius, Comm. Dev. Director said since he has been with Bethany, there has not been any interest.

Ms. Mauer, resident of 2212 N. Gleason said she has no objection to the rezoning request.

Motion was made by Steve Marx, seconded by James Clemmer to recommend approving the rezoning request for the SW Corner of NW 23rd and N College Ave. from C-G (Commercial General) to R-1 (Single-Family Residential). The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Jennifer Edmonson. NAY- None. ABSTAIN- None. The motion carried unanimously 6 - 0.

NEW BUSINESS

Brett Crecelius, Comm. Dev. Director did not have any new business.

Ray Jones, City Attorney stated there will be an item on the next City Council agenda recommending a referral to a possible PUD moratorium. There will have to be a hearing on whether to put a temporary hold on PUD type projects.

Motion was made by Robert Helton, seconded by Sam Thurman to adjourn. The motion carried unanimously 6 - 0.

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on Friday, March 12, 2026 on or before 4:30 p.m.

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 meetings are encouraged to make the necessary accommodations. The city may waive the 48- hour rule if signing is not the necessary accommodation.

THE PLANNING AND ZONING COMMISSION MEETING WILL BE HELD IN THE CITY COUNCIL CHAMBER AT BETHANY CITY HALL - 6700 NW 36TH ST., BETHANY, OK 73008

AGENDA
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
MARCH 19, 2026
6:30 P.M.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES OF MARCH 5, 2026

EXPLANATION OF PROCEDURE TO AUDIENCE PLANNING AND ZONING COMMISSION BUSINESS

ITEM 1: PC 26-08

Consider a request by Jessica Garcia, Applicant and Property Owner, to rezone a property located on the SW Corner of NW 23rd and N College Ave. from C-G (Commercial General) to R-1 (Single-Family Residential).

LEGAL DESCRIPTION: Woods Garden Terrace 2nd Block 005 Lot 039.

NEW BUSINESS

ADJOURNMENT UNTIL APRIL 9, 2026

City of Bethany
 Planning & Zoning Staff Report
 March 19th, 2026

Case Number: PC 26-08

Request: Consider a request by Jessica Garcia, Applicant and Property Owner, to rezone a property located on the SW Corner of NW 23rd and N College Ave. from C-G (Commercial General) to R-1 (Single-Family Residential).

Legal Description: Woods Garden Terrace 2nd Block 005 Lot 039

Current Zoning: C-G (Commercial General)

Proposed Zoning: R-1 (Single-Family Residential).

Surrounding Zoning:

| Direction | Zoning |
|-----------|--|
| North | C-G (Commercial General) |
| South | R-1 (Single-Family Residential) |
| East | C-G (Commercial General) & R-1 (Single-Family Residential) |
| West | R-1 (Single-Family Residential) |

Table 1

Zoning Characteristics

| | C-G | R-1 |
|--------------------------------------|-----------------------------|---------------------------|
| Use | Commercial General | Single Family Residential |
| Minimum Lot Area | None | 6,000 Square Feet |
| Lot area (minimum) per dwelling unit | None | 6,000 Square Feet |
| Lot Coverage (Maximum) | 35% | NA |
| Intensity of lot | C-G | 1 dwelling per lot |
| Total area | 0.17 acres or 7405.2 sq.ft. | |

Table 2

Background:

The applicant seeks to rezone the property to R-1 (Single Family Residential) to develop the site into a single-family house. Currently, the lot is zoned C-G (Commercial-General) and is currently undeveloped.

Analysis:

The site encompasses a total area of 0.17 acres (7,405.2 sq. ft.) and is currently undeveloped. The Comprehensive Plan notes that sales tax is Bethany's largest single source of revenue and identifies 39th Expressway and 23rd Street as the community's primary sales-tax corridors. These commercial corridors should be nurtured to support continued and future revenue growth. While the site's proximity to 23rd Street places it within Bethany's commercial gateway and makes it a potential candidate for future commercial development, it is also located immediately adjacent to established residential areas. The property abuts R-1 zoning to the south, west, and east, giving it characteristics that are compatible with single-family residential development.

Based on the lot specifications, the property meets the minimum dimensional requirements for R-1 (Single-Family Residential) zoning, which requires a lot of width of at least 60 feet and a minimum depth of 120 feet.

Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicants zoning change request. This recommendation will be heard by Bethany City Council on April 7, 2026, and a decision whether to approve or deny this change will be made.

Attachments:

- Zoning Map
- Aerial Photograph
- Application & Certified Owners List
- Public Notification



C-G

COMMERCIAL GENERAL

R-2

NW 21st St

NW 21st St

NW 21st St

NW 21st St

R-2

NW 23rd St

C-G

N Harrison Ave

NW 23rd St

R Kid's Child Care

NW 22nd St NW 22nd St

N Harrison Ave

N College Ave

N 20th Ave





City of Bethany

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

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 - \$63.00. 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.

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: Jessica Guran Phone#: (405) 946-6515
Address: 2574 N. Yukon Pkwy Yukon, OK 73099
2. Record Property Owner(s): Jessica Guran Phone#: (405) 946-6515
Address: 2574 N Yukon Pkwy Yukon, OK 73099
3. Request rezoning from: CG
To: R-1
4. Street address or location: sw corner of NW 23rd and N. College
5. Legal description (attach if necessary): Woods Garden Terrace 2nd
B:005 Lt:039
6. Area of property (sq. ft.): _____
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: Jessica Guran
Signature of Property Owner: Jessica Guran

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

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

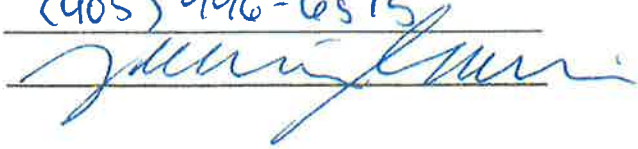
Present Designation: CG

Requested to be changed to: R-1

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):

To build a single-family house and since its a commercial ground it wouldn't let us build a house we really want.

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

Applicant: Jessica Garcia
Address: 2574 N. Yukon Pkwy. Yukon, OK 73099
Phone: (405) 996-6515
Signature: 

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.

10. C-H 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.)

2/2/08

Date Received:
Processed by:

BETHANY Oklahoma

Department of Planning & Community Development

Rezoning Application

Application must be completed in INK.
Email to brendan.summerville@bethanyok.org or submit in person at 6700 NW 36th St., Bethany OK 73008. Contact Community Development at (405)789-8805.

| General Information | | | |
|---|-------------------------------------|-----------------------|-----------------|
| Applicant Name: Jessica Garcia | | | |
| Address: 2574 N. Yukon | City: Yukon | State: OK | ZIP Code: 73099 |
| Phone: (405) 996-6515 | Email: | | |
| Property Owner Name: Jessica Garcia | | | |
| Address: 2574 N. Yukon | City: Yukon | State: OK | ZIP Code: 73099 |
| Phone: (405) 996-6515 | Email: jessicagallepos1983@live.com | | |
| Property Information | | | |
| Present Zoning: CG | Requested Zoning: R-1 | | |
| Legal Description: Woods Garden Terrace 2nd Lot: 039 Block: 005 | | | |
| Area of Property (sq ft): | | Number of Structures: | |
| Present Use: | | Requested Use: | |
| Requirements & Supplemental Documents | | | |
| <input type="checkbox"/> Certified list of named and address of all property owners of record within three hundred (300) feet of the exterior boundaries of the subject property. Certified lists may be acquired through the Oklahoma County Assessor's Office. | | | |
| <input type="checkbox"/> The filing fee for the meeting must be paid upon submission of this application. This is a non-refundable fee that is independent of the hearing's outcome. The fee is dependent on the zoning category, the total area is comprises, and a filing & publishing fee for public notice. | | | |
| <input type="checkbox"/> For a Planned Unit Development (PUD) please attach or email renderings of the project in addition to any specific standards and/or requirements that would require a PUD zoning change. | | | |
| <input type="checkbox"/> (If applicable) A completed application for the amendment of the Comprehensive Plan. | | | |
| <p>Please expect 4 weeks between the filing deadline and the first hearing date; the City Council hearing will take place within two weeks of the first hearing. It is highly recommended that applicants attend both hearings, as the Planning & Zoning Commission and City Council may ask questions regarding specific details of the zoning change.</p> | | | |
| <p>I hereby certify that all of the above statements are true to the best of my knowledge and belief. I have thoroughly read the application and understand its qualification and requirements.</p> | | | |
| Signature of Applicant: <i>Jessica Garcia</i> | | | Date: 2-05-26 |

Larry Stein Oklahoma County Assessor's Office



Ownership Radius Report

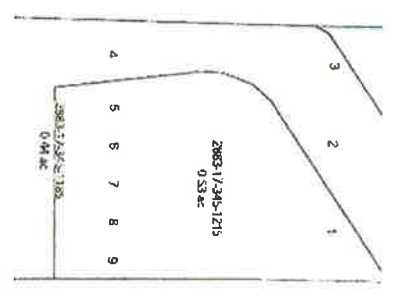
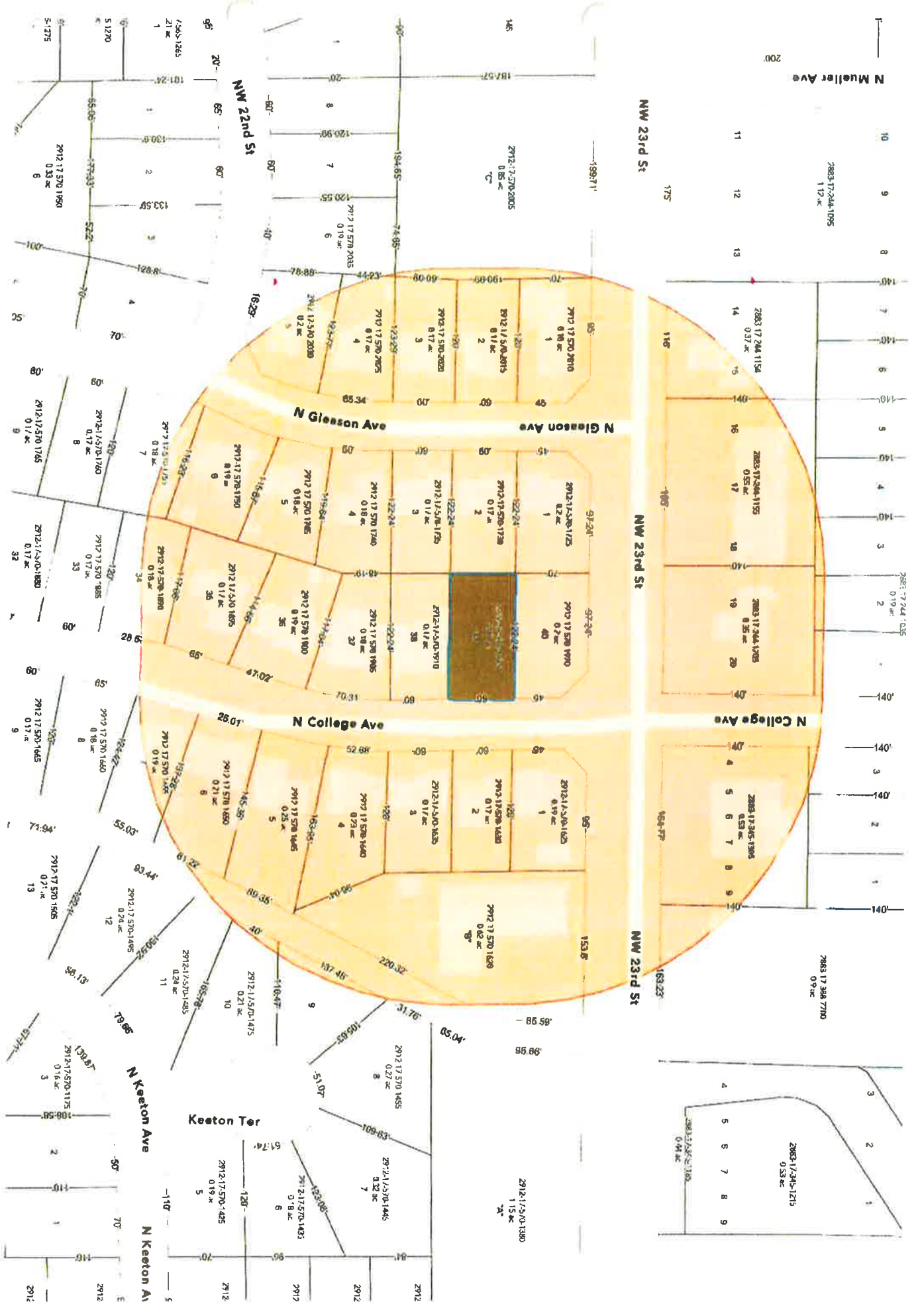
This Official Report is for Account Number **R175701915** and is a **300-foot** radius from the outside of the polygon.

DIGITAL COPIES ARE NOT PROVIDED BY THIS OFFICE.

If the minimum number of different owners was not reached from the initial search the radius for this report was extended by 100-foot increments until the required number of different owners is included, or the maximum distance has been met. This report does not constitute a legal survey or document. Definitive descriptions of real property and ownership can be obtained from the official recorded documents in the Oklahoma County Clerk's Office.

The Official Certified Radius Report will expire 30 days from the date of creation stamp and seal.

If you need a digital reproduction of this report, please call the mapping department of the Assessor's office for instructions on how to use the website.



| accountno | name1 | name2 | name3 | mailingaddress1 | city | state | zipcode | subname | block | lot | legal | location |
|------------|-----------------------------|----------------------|-------|-----------------------------|---------------|-------|------------|--------------------------|-------|--------|---|----------------------------|
| R175701910 | RAY STEVENS PROPERTIES LLC | | | 3636 NW 63RD ST | OKLAHOMA CITY | OK | 73116 | WOODS GARDEN TERRACE 2ND | 5 | 38 038 | WOODS GARDEN TERRACE 2ND 005 | 2309 N COLLEGE AVE BETHANY |
| R175701735 | SALUTARIS LLC | | | 8650 BELFORD AVE APT 218 | LOS ANGELES | CA | 90045-4552 | WOODS GARDEN TERRACE 2ND | 5 | 3 003 | WOODS GARDEN TERRACE 2ND 005 | 2308 N GLEASON AVE BETHANY |
| R175701915 | GARCIA JESSICA | GARCIA AIDA | | 2574 N YUKON PKWY | YUKON | OK | 73099-4685 | WOODS GARDEN TERRACE 2ND | 5 | 39 039 | WOODS GARDEN TERRACE 2ND 005 | 0 UNKNOWN BETHANY |
| R175701730 | OAKLEY KATHY TRS | OAKLEY KATHY F TRUST | | 3100 W TINNA LN | FLAGSTAFF | AZ | 86001-0926 | WOODS GARDEN TERRACE 2ND | 5 | 2 002 | WOODS GARDEN TERRACE 2ND 005 | 2312 N GLEASON AVE BETHANY |
| R175701920 | DANG BANG DUY | | | 8824 NW 121ST ST | OKLAHOMA CITY | OK | 73162-1099 | WOODS GARDEN TERRACE 2ND | 5 | 40 040 | WOODS GARDEN TERRACE 2ND 005 | 0 UNKNOWN BETHANY |
| R175701725 | SARCENO GEOVANNI | PEREZ DINORA | | 2316 N GLEASON AVE | BETHANY | OK | 73008-5830 | WOODS GARDEN TERRACE 2ND | 5 | 1 001 | WOODS GARDEN TERRACE 2ND 005 | 2316 N GLEASON AVE BETHANY |
| R175701625 | SMITH GARY D & ERLINDA O | | | 2316 N COLLEGE AVE | BETHANY | OK | 73008-5822 | WOODS GARDEN TERRACE 2ND | 4 | 1 001 | WOODS GARDEN TERRACE 2ND 004 | 2316 N COLLEGE AVE BETHANY |
| R175701630 | LOPEZ RAMIREZ JUAN A | RUIZ DULCE A | | 2312 N COLLEGE AVE | BETHANY | OK | 73008-5822 | WOODS GARDEN TERRACE 2ND | 4 | 2 002 | WOODS GARDEN TERRACE 2ND 004 | 2312 N COLLEGE AVE BETHANY |
| R175701635 | CHARMAX PROPERTIES LLC | | | 6800 NW 57TH ST | BETHANY | OK | 73008 | WOODS GARDEN TERRACE 2ND | 4 | 3 003 | WOODS GARDEN TERRACE 2ND 004 | 2308 N COLLEGE AVE BETHANY |
| R175701905 | THOMPSON DEBRA ANN | | | 2305 N COLLEGE AVE | BETHANY | OK | 73008-5821 | WOODS GARDEN TERRACE 2ND | 5 | 37 037 | WOODS GARDEN TERRACE 2ND 005 | 2305 N COLLEGE AVE BETHANY |
| R175701740 | STARBS TIMOTHY L & PAMELA S | | | 2304 N GLEASON AVE | BETHANY | OK | 73008 | WOODS GARDEN TERRACE 2ND | 5 | 4 004 | WOODS GARDEN TERRACE 2ND 005 | 2304 N GLEASON AVE BETHANY |
| R175701640 | ROJAS EDUARDO M | RAMOS BERLINDA | | 2304 N COLLEGE AVE | BETHANY | OK | 73008-5822 | WOODS GARDEN TERRACE 2ND | 4 | 4 004 | WOODS GARDEN TERRACE 2ND 004 | 2304 N COLLEGE AVE BETHANY |
| R175701900 | SMITH ARGUS G & GAYLA JEAN | | | 2301 N COLLEGE AVE | BETHANY | OK | 73008-5821 | WOODS GARDEN TERRACE 2ND | 5 | 36 036 | WOODS GARDEN TERRACE 2ND 005 | 2301 N COLLEGE AVE BETHANY |
| R175701645 | BURIAN LAND COMPANY LLC | | | 3102 N CLASSEN BLVD PHB 287 | OKLAHOMA CITY | OK | 73118 | WOODS GARDEN TERRACE 2ND | 4 | 5 005 | WOODS GARDEN TERRACE 2ND 004 | 2300 N COLLEGE AVE BETHANY |
| R175701745 | VTL INVESTMENTS LLC | | | 5401 PAINTED PONY RD | WARRACHES | OK | 73132-5826 | WOODS GARDEN TERRACE 2ND | 5 | 5 005 | WOODS GARDEN TERRACE 2ND 005 | 2300 N GLEASON AVE BETHANY |
| R172441205 | MASJUM HOSSNA | | | 2924 LAKESHIRE RIDGE WAY | EDMOND | OK | 73034 | ANDYS SUB ADDITION | 1 | 0 | ANDYS SUB ADDITION 001 000 N123FT OF E9FT LOT 18 & N123FT OF LOTS 19 & 20 | 6701 NW 23RD ST BETHANY |

Oklahoma County Assessor's
300ft Radius Report
2/5/2026

| | | | | | | | | | | | |
|------------|---|------------------------------|-------------------------|---------|----|------------|--------------------------|---|----|--|----------------------------|
| R172441155 | VULAN PHUONG | | 204 S BRYANT AVE | MOORE | OK | 73160-9146 | ANDY'S SUB ADDITION | 1 | 0 | ANDY'S SUB ADDITION 001 000 LOTS 16 17 & 18 EX E9FT OF LOT 18 | 6705 NW 23RD ST BETHANY |
| R173451305 | CANTRELL OGDEN & PATRICIA TRS | CANTRELL FAMILY REV TRUST | 19525 SPORTSMAN RD | EDMOND | OK | 73012-9003 | ANDY'S 2ND ADDITION | 3 | 0 | ANDY'S 2ND ADDITION 003 000 LOTS 4 THRU 9 | 6629 NW 23RD ST BETHANY |
| R175702010 | THOMAS CHACKO O & MARY | | 2212 FALLING SPRINGS LN | YUKON | OK | 73099 | WOODS GARDEN TERRACE 2ND | 7 | 1 | WOODS GARDEN TERRACE 2ND 007 001 | 6712 NW 23RD ST BETHANY |
| R175702015 | SHRIVER RANDY J & REBECCA JO | | 2313 N GLEASON | BETHANY | OK | 73008 | WOODS GARDEN TERRACE 2ND | 7 | 2 | WOODS GARDEN TERRACE 2ND 007 002 | 2213 N GLEASON AVE BETHANY |
| R175702020 | ASCENCIO SHAYLIN PAE CHARMAX PROPERTIES LLC | DALPOAS VICTOR | 2309 N GLEASON AVE | BETHANY | OK | 73008-5829 | WOODS GARDEN TERRACE 2ND | 7 | 3 | WOODS GARDEN TERRACE 2ND 007 003 | 2309 N GLEASON AVE BETHANY |
| R175701620 | BARBALAGA WILLMER | | 6402 NW 31ST TER | BETHANY | OK | 73008-4117 | WOODS GARDEN TERRACE 2ND | 5 | 35 | WOODS GARDEN TERRACE 2ND 005 005 | 2217 N COLLEGE AVE BETHANY |
| R175702025 | FIRE KATANA | | 2305 N GLEASON AVE | BETHANY | OK | 73008-5829 | WOODS GARDEN TERRACE 2ND | 7 | 4 | WOODS GARDEN TERRACE 2ND 007 004 | 2305 N GLEASON AVE BETHANY |
| R175701650 | UPTOWN HOLDINGS LLC | | 2916 STAFFORD RD | EDMOND | OK | 73012-9610 | WOODS GARDEN TERRACE 2ND | 4 | 6 | WOODS GARDEN TERRACE 2ND 004 006 | 2216 N COLLEGE AVE BETHANY |
| R175701250 | WARHOP GIANNA D | | 2216 N GLEASON AVE | BETHANY | OK | 73008-5829 | WOODS GARDEN TERRACE 2ND | 5 | 6 | WOODS GARDEN TERRACE 2ND 005 006 | 2216 N GLEASON AVE BETHANY |
| R175702030 | CHAVEZ CHAVEZ IRANIA | | 2301 N GLEASON AVE | BETHANY | OK | 73008-5829 | WOODS GARDEN TERRACE 2ND | 7 | 5 | WOODS GARDEN TERRACE 2ND 007 005 | 2301 N GLEASON AVE BETHANY |
| R172441154 | GENIE ENTERPRISES LLC | | 6600 NW 23RD ST | BETHANY | OK | 73008 | ANDY'S SUB ADDITION | 1 | 0 | ANDY'S SUB ADDITION 001 000 LOTS 14 & 15 | 6717 NW 23RD ST BETHANY |
| R175701655 | CLYMER NATHAN I | | 2212 N COLLEGE AVE | BETHANY | OK | 73008 | WOODS GARDEN TERRACE 2ND | 4 | 7 | WOODS GARDEN TERRACE 2ND 004 007 | 2212 N COLLEGE AVE BETHANY |
| R173987700 | HARRIS RUSTY G TRS | HARRIS RUSTY G REV LIV TRUST | 4225 MARINER DR | YUKON | OK | 73099 | UNPLTD PT SEC 21 12N | 0 | 0 | UNPLTD PT SEC 21 12N 4W 000 000 PT SW/4 SEC 21 12N 4W BEG 328FT W OF SEC SW4 TH N330.29FT W163.38FT S330.41FT E163.23FT TO BEG EX A TR BEG 328FT W & 204.84FT N OF SEC SW4 TH NW100.29FT W133.37FT N30.30FT E163.38FT S125.45FT TO BEG SUBJ TO ESMTS OF RECORD | 6623 NW 23RD ST BETHANY |
| R175701890 | TSC PROPERTIES LLC | | 401 NW 150TH CT | EDMOND | OK | 73013-2462 | WOODS GARDEN TERRACE 2ND | 5 | 34 | WOODS GARDEN TERRACE 2ND 005 034 | 2213 N COLLEGE AVE BETHANY |

Oklahoma County Assessor's
300ft Radius Report
2/5/2026

| | | | | | | | | | | | |
|------------|--------------------------------|------------------------------|--------------------|---------------|----|------------|--------------------------|-------|--------|------------------------------|--------------------|
| R175701755 | MAUER SUE ETRS | MAUER SUE E TRUST | 2212 N GLEASON AVE | BETHANY | OK | 73008-5828 | WOODS GARDEN TERRACE 2ND | 5 | 7 007 | WOODS GARDEN TERRACE 2ND 005 | 2212 N GLEASON AVE |
| R175702005 | CARRILLO SANTIAGO | | 1829 NW 13TH ST | OKLAHOMA CITY | OK | 73106-2007 | WOODS GARDEN TERRACE 2ND | 7 000 | 000 | WOODS GARDEN TERRACE 2ND 007 | 6718 NW 23RD ST |
| R175701465 | ROJAS CECILIA | DIEGO DE LARA MEDINA JUAN | 2221 N KEETON AVE | BETHANY | OK | 73008-5949 | WOODS GARDEN TERRACE 2ND | 3 | 9 009 | WOODS GARDEN TERRACE 2ND 003 | 2221 N KEETON AVE |
| R175701475 | ZAMUDIO SANJUANA O HERNANDEZ | | 2217 N KEETON AVE | BETHANY | OK | 73008-5949 | WOODS GARDEN TERRACE 2ND | 3 | 10 010 | WOODS GARDEN TERRACE 2ND 003 | 2217 N KEETON AVE |
| R172441045 | FLORES JOSE | FLORES LUIS ALBERTO | 6704 NW 24TH ST | BETHANY | OK | 73008-4745 | ANDY'S SUB ADDITION | 1 | 3 | ANDY'S SUB ADDITION 001 003 | 6704 NW 24TH ST |
| R173451295 | SMITH FRANK M & BECKY E | | 2420 N COLLEGE AVE | BETHANY | OK | 73008-4745 | ANDY'S 2ND ADDITION | 3 | 3 | ANDY'S 2ND ADDITION 003 003 | 2420 N COLLEGE AVE |
| R172441035 | GUZMAN MARTIN | | 6702 NW 24TH ST | BETHANY | OK | 73008-4710 | ANDY'S SUB ADDITION | 1 | 2 | ANDY'S SUB ADDITION 001 002 | 6702 NW 24TH ST |
| R172441025 | P & R BUCHANAN PROPERTY LLC | | 2717 N MERIDIAN PL | OKLAHOMA CITY | OK | 73127-1520 | ANDY'S SUB ADDITION | 1 | 1 | ANDY'S SUB ADDITION 001 001 | 6700 NW 24TH ST |
| R172441055 | COMBS ROBERT L SR | COMBS CHARLES W | 5928 NW 27TH ST | OKLAHOMA CITY | OK | 73127-1520 | WOODS GARDEN TERRACE 2ND | 1 | 4 | ANDY'S SUB ADDITION 001 004 | 6706 NW 24TH ST |
| R175702035 | AGY ANTHONY L & MARGARET P TRS | AGY ANTHONY & MARGARET TRUST | 6705 NW 22ND ST | BETHANY | OK | 73008-5807 | WOODS GARDEN TERRACE 2ND | 7 | 6 006 | WOODS GARDEN TERRACE 2ND 007 | 6705 NW 22ND ST |
| R175701485 | HARLOW JULIE A | | 2213 N KEETON AVE | BETHANY | OK | 73008-5949 | WOODS GARDEN TERRACE 2ND | 3 | 11 011 | WOODS GARDEN TERRACE 2ND 003 | 2213 N KEETON AVE |

BETHANY

Oklahoma

Department of Planning & Community Development

February 23, 2026

**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 their 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.: 26-08
2. Location of Property: SW Corner of NW 23rd and N College
3. Legal Description: Woods Garden Terrace 2nd Block 005 Lot 039
4. Present Zoning: C-G (Commercial General)
5. Proposed Zoning: R-1 (Residential Single-family)

B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on March 19th, 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 April 7th, 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.



NOTICE OF PUBLIC HEARING

On March 19th, 2026, at 6:30 p.m. the Bethany Planning and Zoning Commission will, during its regular session, hold a public hearing at Bethany City Hall, 6700 N.W. 36th St., Bethany, OK 73008 for the following: Consider a request by Jessica Garcia, Applicant and Property Owner, to rezone a property located on the SW Corner of NW 23rd and N College Ave. from C-G (Commercial General) to R-1 (Single-Family Residential).

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 April 7th, 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 and Properties: Woods Garden Terrace 2nd Block 005 Lot 039



CITY OF BETHANY

405-789-2146

***** R E P R I N T R E C E I P T *****

REC#: 01404985 2/05/2026 1:02 PM
OPER: kp TERM: 013
REF#: KP

TRAN: 540.0000 COMM DEV RECEIPTS
REZONE NW 23RD AND COLLEGE
CASH PAYMENT
010-39010
MISCELLANEOUS REVEN 775.00CR

TENDERED: 800.00 CASH
APPLIED: 775.00-

CHANGE: 25.00

*** CITY HALL WILL BE CLOSED***
MONDAY FEBRUARY 16TH IN OBSERVANCE OF
PRESIDENTS DAY. TRASH MAKE UP DAY
WILL BE WED FEB THE 18TH.

BETHANY CITY COUNCIL

From: Brett Crecelius, Community Development Director
Date: 4/1/2026
Subject: Declaration of Public Nuisance at 7001 NW 23rd Street

BACKGROUND:

The Community Development Department has been working with the property owners of 7001 NW 23rd Street, (AKA the old ATT building) 7001 Partners LLC, to bring the property into compliance with current codes. The property has been vacant since the purchase of the property in 2018. Except for one filming event, the property has been vacant and deteriorating for eight (8) years. Community Development has been in communication with the owners on the reuse and compliance of the property and has seen no movement from the property owners in bringing the property into compliant use. The building has seen multiple open code violation cases since 2018 and has worked with PD to determine that 125 calls to the property have occurred since its purchase. The building is currently boarded up and in violation of IMPC code and city ordinances.

RECOMMENDATION

1. Approve an Administrative Order finding the building a public nuisance and cause the building to be demolished at the owner's expense.

ADDITIONAL COMMENTS



RESOLUTION NO. 1736

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, DECLARING THE COMMERCIAL OFFICE BUILDING LOCATED AT 7001 NW 23rd STREET, BETHANY, OKLAHOMA TO BE A PUBLIC NUISANCE PURSUANT TO 11 O.S. § 22-112.

Legislative Findings:

WHEREAS, for the past several years the commercial office building located at 7001 NW 23rd Street., Bethany, Oklahoma County, Oklahoma, (FACILITY) has been vacant and unoccupied and the location of various complaints of being an unsafe, unsecured, and dilapidated structure, attracting vagrants and being an attractive nuisance to children; and

WHEREAS, the legal description of the property is:

UNPLTD PT SEC 21 12N 4W BLK 000 LT 000 PT SW4 SEC 21 12N 4W BEG 200FT N OF SW/C SW4 TH N 130 FT E660 FT S330 FT W460FT N200FT W200FT TO BEG SUBJ TO RD R/2 OF RECORD

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

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

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

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

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

enjoyment of the numerous individuals residing in the area; and

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

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

1. That the FACILITY located at 7001 NW 23rd Street in Bethany, Oklahoma County, Oklahoma, is hereby declared to be a public nuisance by reason of the findings set forth above.
2. The building is to be demolished, hazards removed, and debris removed from the property. The entire cost of the destruction and removal are the personal obligation of the property owner.

END

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

Mayor

ATTEST:

City Clerk

Approved as to form and legality on _____, 2026.

CITY ATTORNEY

Bob Miller

From: Bob Miller
Sent: Tuesday, March 10, 2026 9:51 AM
To: 'David Bohanon'; Brett Crecelius
Cc: John Parsons; Patrick D. Rooney; Timothy McCarthy
Subject: RE: *External Source*7001 NW 23rd

David,

We will proceed with the hearing as scheduled. Please consider attending the hearing and be prepared to present what your plan is for the property. Please let us know if you have any questions.

Thank you,

Bobby Miller
City of Bethany Code Enforcement
(405) 603-3498

From: David Bohanon <dbohanon@blackstonecom.com>
Sent: Friday, March 6, 2026 3:06 PM
To: Brett Crecelius <brett.crecelius@bethanyok.org>; Bob Miller <bob.miller@bethanyok.org>
Cc: John Parsons <jwp@crookedcreeks.com>; Patrick D. Rooney <pdrooney@fnbok.bank>
Subject: *External Source*7001 NW 23rd

Brett & Bob, one of my partners sent me your letter today. It appears that you sent it to me at dbohanon@blackstone.com instead of my correct address: dbohanon@blackstonecom.com. In any event, thanks for sending and as mentioned we have this scheduled to be auctioned by Crexi.com in late April so could we push this meeting off until after the auction has concluded? Thanks and all the best,
David



David A Bohanon JD
Principal, Blackstone Commercial Property Advisors, LC
405.850.0987 | dbohanon@blackstonecom.com
www.blackstonecom.com
805 NW 72nd Street, Suite 12 Oklahoma City OK 73116

Bob Miller

From: Brett Crecelius
Sent: Thursday, March 5, 2026 9:40 AM
To: David Bohanon
Cc: John Parsons; Patrick D. Rooney; Bob Miller
Subject: Re: *External Source*7001 NW 23rd

David,

I am out of the office today at a workshop but have included Bob in this email. He sent it to 2 locations, but I will let him confirm what the addresses are that it was sent to. Unfortunately, our ordinance requires that we deliver/mail hardcopies.

Bob, could you please work with David to make sure they receive the notice that was sent out for the AT&T building?

Thank you,

Brett Crecelius
Community Development Director

BETHANY
Oklahoma

6700 NW 36thSt
Bethany, OK 73008
405-789-6005

From: David Bohanon <dbohanon@blackstonecom.com>
Sent: Wednesday, March 4, 2026 5:21 PM
To: Brett Crecelius <brett.crecelius@bethanyok.org>
Cc: John Parsons <jwp@crookedcreeks.com>; Patrick D. Rooney <pdrooney@fnbok.bank>
Subject: *External Source*7001 NW 23rd

Brett, I still haven't received the notice in the mail that we discussed last week. Can you email? The auction for the property is scheduled on CREXI for the end of April. Thanks,



David A Bohanon JD
Principal, Blackstone Commercial Property Advisors, LC
405.850.0987 | dbohanon@blackstonecom.com
www.blackstonecom.com
805 NW 72nd Street, Suite 12 Oklahoma City OK 73116

Bob Miller

From: Bob Miller
Sent: Thursday, March 5, 2026 10:05 AM
To: 'dbohanon@blackstone.com'
Cc: Brett Crecelius; 'jwp@crookedcreeks.com'; 'pdrooney@fnbok.bank'
Subject: City of Bethany Notice of Hearing for 7001 NW 23rd St.
Attachments: 7001 NW 23RD ST DEMO AT&T BUILDING.pdf

David,

This is a copy of the notice you have requested. Please let me know you received this.

Thank you,

Bobby Miller
City of Bethany Code Enforcement
(405) 603-3498

BETHANY

Oklahoma

Department of Planning & Community Development

NOTICE OF HEARING

STATE OF OKLAHOMA
County of Oklahoma
City of Bethany

To: 7001 Partners LLC
805 NW 72nd St., Unit 12
Oklahoma City, OK 73116

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

The property to be considered is located 7001 NW 23rd St., Bethany, Oklahoma 73008 and the legal description of the property located in Oklahoma County, Oklahoma, is, to-wit:

UNPLTD PT SEC 21 12N 4W BLK 000 LOT 000 PT SW4 SEC 21 12N 4W BEG 200FT N OF SW/C SW4 TH N 130FT E660FT S330FT W460FT N200FT W200FT TO BEG SUBJ TO RD R/W OF RECORD

Notice is further given that if the City Council does determine that the property is dilapidated, the City Council will direct that the dilapidated structure(s) be demolished and the removal of any hazards on the property. The City Council shall fix reasonable dates for the commencement and completion of the demolition. The entire cost of the destruction and removal are the personal obligation of the property owner.

You are further notified that City Council may decide to direct City Staff to cause the entire structure(s) to be demolished and the removal of any hazards on the property. The City Council shall fix reasonable dates for the commencement and completion of the demolition. The entire cost of the destruction and removal will be assessed by the City Staff and charged to the owner of said property; and if not paid within six (6) months after mailing demand for payment, said costs shall be charged against the property as a lien co-equal with an ad valorem tax lien.

(file copy)
Copy sent
3-5-26

Copy sent
3-5-26

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

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

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

Bob Reeves
CITY MANAGER (OR DESIGNEE)

Notice posted on property on February 24, 2026.

Bobby Miller
CITY INSPECTOR

Notice mailed to: 7001 Partners LLC
805 NW 72nd St., Unit 12
Oklahoma City, OK 73116

And

David A. Bohanon, P.C.
9210 N. Kelley Ave., Suite 100
Oklahoma City, OK 73131

CERTIFIED MAIL
9589 0710 5270 1805 2897 03

CERTIFIED MAIL
9589 0710 5270 1805 2897 34

Return receipt received on
____, 20____.

CITY INSPECTOR

9589 0710 5270 1805 2897 03

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

000

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 6.04

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 3.40

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____



Postmark Here

Postage \$.24

Total Postage and Fees \$ 10.44

Sent To 7001 Parkview LLC

Street and Apt. No., or PO Box No. 805 NW 72nd St, Unit 12

City, State, ZIP+4® OKC, OK 73116

9589 0710 5270 1805 2897 34

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

CAD

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

| | | |
|--|----|------|
| Certified Mail Fee | \$ | 6.04 |
| Extra Services & Fees (check box, add fee as appropriate) | | |
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | 5.66 |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | |
| <input type="checkbox"/> Adult Signature Required | \$ | |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | |



| | | |
|------------------------|----|-------|
| Postage | \$ | 1.74 |
| Total Postage and Fees | \$ | 10.44 |

Sent To: David A. Bohanon P.C.
 Street and Apt. No., or PO Box No.: 9210 N. Kelley Ave Ste. 100
 City, State, ZIP+4: OKC, OK 73131

(file copy)

BETHANY Oklahoma

Department of Planning & Community Development

NOTICE OF HEARING

STATE OF OKLAHOMA
County of Oklahoma
City of Bethany

To: 7001 Partners LLC
805 NW 72nd St., Unit 12
Oklahoma City, OK 73116

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

The property to be considered is located 7001 NW 23rd St., Bethany, Oklahoma 73008 and the legal description of the property located in Oklahoma County, Oklahoma, is, to-wit:

UNPLTD PT SEC 21 12N 4W BLK 000 LOT 000 PT SW4 SEC 21 12N 4W BEG 200FT N OF SW/C SW4 TH N 130FT E660FT S330FT W460FT N200FT W200FT TO BEG SUBJ TO RD R/W OF RECORD


Notice is further given that if the City Council does determine that the property is dilapidated, the City Council will direct that the dilapidated structure(s) be demolished and the removal of any hazards on the property. The City Council shall fix reasonable dates for the commencement and completion of the demolition. The entire cost of the destruction and removal are the personal obligation of the property owner.

You are further notified that City Council may decide to direct City Staff to cause the entire structure(s) to be demolished and the removal of any hazards on the property. The City Council shall fix reasonable dates for the commencement and completion of the demolition. The entire cost of the destruction and removal will be assessed by the City Staff and charged to the owner of said property; and if not paid within six (6) months after mailing demand for payment, said costs shall be charged against the property as a lien co-equal with an ad valorem tax lien.

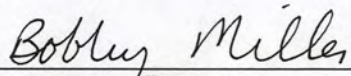
The City Council may also consider the acceptance of the owner's offer to transfer title of the property and stay the hearing. If this option is accepted the transfer of title shall be executed and filed with the County Clerk within thirty days. The hearing on the matter shall be continued to the next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

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

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


CITY MANAGER (OR DESIGNEE)

Notice posted on property on February 24, 2026.


CITY INSPECTOR

Notice mailed to: 7001 Partners LLC
805 NW 72nd St., Unit 12
Oklahoma City, OK 73116

And

David A. Bohanon, P.C.
9210 N. Kelley Ave., Suite 100
Oklahoma City, OK 73131

CERTIFIED MAIL
9589 0710 5270 1805 2897 03

CERTIFIED MAIL
9589 0710 5270 1805 2897 34

Return receipt received on
____, 20__.

CITY INSPECTOR

BETHANY Oklahoma

Department of Planning & Community Development

ADMINISTRATIVE ORDER

The demolition of all buildings and related structures in accordance with City of Bethany Demolition Specifications for Commercial Structures on the following-described property in the City of Bethany, Oklahoma County, Oklahoma, to-wit:

UNPLTD PT SEC 21 12N 4W BLK 000 LOT 000 PT SW4 SEC 21 12N 4W BEG 200FT N OF SW/C SW4 TH N 130FT E660FT S330FT W460FT N200FT W200FT TO BEG SUBJ TO RD R/W OF RECORD

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

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

IT IS THEREFORE ORDERED by the City Council that:

The building(s) to be demolished, hazards removed, and debris removed from the property. The entire cost of the destruction and removal are the personal obligation of the property owner.

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

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

CITY OF BETHANY MAYOR (OR DESIGNEE)

_____, 20____





First American Title™

PO-26-55823
file copy
Q

First American Title Insurance Company

615 S I-35 Service Road

Moore, OK 73160

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

PR: SOCENT

Ofc: 2499 (607)

Final Invoice

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

Invoice No.: 607 - 2499194471

Date: 01/28/2026

Our File No.: 2974291-OK99

Title Officer:

Escrow Officer:

Customer ID: 5767791

Attention: Linda Hlinicky

Your Ref.:

Liability Amounts

RE: Property:
7001 NW 23rd Street, Bethany, OK

Buyers:

Sellers: 7001 Partners LLC

| Description of Charge | Invoice Amount |
|-----------------------|----------------|
| Title Report | \$150.00 |

INVOICE TOTAL

\$150.00

Comments:

Thank you for your business!

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

Attention: Accounts Receivable Department

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

Chicago, IL 60677-6119

Linda S. Hlinicky
Comm. Serv. Dept



First American Title™

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

TITLE REPORT

Effective date of search: January 16, 2026 at 7:30 a.m.

Prepared for: City of Bethany
ATTN: Linda Hlinicky
Reference No.:
Order No.: 2974291-OK99

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

LEGAL DESCRIPTION:

The South Half (S/2) of the Southwest Ten (10) Acres of Section Twenty-One (21), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, EXCEPT a tract of land described as follows:

Beginning at the Southwest corner of said SW/4 Section 21, Township 12 North, Range 4 West;

Thence North a distance of 200 feet;

Thence East a distance of 200 feet;

Thence South a distance of 200 feet;

Thence West a distance of 200 feet to the Point or Place of Beginning.

ALSO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point 200 feet north of the Southwest corner of the Southwest Quarter (SW/4) of Section Twenty-One (21), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma;

Thence North a distance of 130 feet along the West line of said section;

Thence East a distance of 660 feet on a line parallel to the South line of said section;

Thence South a distance of 330 feet on a line parallel to the West line of said section;

Thence West a distance of 460 feet along the South line of said section;

Thence North a distance of 200 feet on a line parallel to the West line of said section;

Thence West a distance of 200 feet to the Point of Beginning.

PROPERTY ADDRESS (as reflected by the records of Oklahoma county):
7001 NW 23rd Street, Bethany, Oklahoma

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

7001 Partners, LLC

By virtue of Warranty Deed, recorded at Book 13808, Page 1832, on August 10, 2018.

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

No Mortgages found

No Judgments found

No Records found

UNPAID TAXES on above legal description: 2025 Ad Valorem Taxes, First Half Paid, Second Half Due in the Amount of \$6,717.70

(Real Estate Account #2883-17-388-7495)

Limitation of Liability for Informational Report

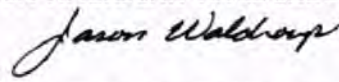
IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN TITLE INSURANCE COMPANY'S PRIOR WRITTEN CONSENT. FIRST AMERICAN TITLE INSURANCE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN TITLE INSURANCE COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Prepared by:



Sara Bilbrey
Licensed Abstractor 4449

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Jason Waldroup, Vice President

100 total ^{Police} calls for service

| Incident | Nature | Area | Agency | Reported | Disposition | Complainant |
|----------|----------------|------|--------|-------------------|-------------|-------------|
| 25-16120 | Suspicious | 7 | BETH | 09:49:11 12/15/25 | 10 | |
| 25-13510 | Suspicious | 7 | BETH | 08:52:16 10/14/25 | 10 | |
| 25-11366 | Suspicious | 7 | BETH | 22:19:01 09/01/25 | 05 | |
| 25-11348 | Suspicious | 7 | BETH | 12:42:42 09/01/25 | 05 | |
| 25-10397 | Suspicious | 7 | BETH | 10:33:41 08/14/25 | 05 | |
| 25-09253 | Suspicious | 7 | BETH | 09:50:44 07/22/25 | 05 | |
| 25-07641 | Suspicious | 7 | BETH | 15:37:23 06/17/25 | 05 | |
| 25-06835 | Suspicious | 7 | BETH | 08:38:35 05/31/25 | 10 | |
| 25-06834 | Suspicious | 7 | BETH | 08:30:56 05/31/25 | 05 | |
| 25-06180 | Traffic Stop | 7 | BETH | 23:07:47 05/20/25 | 05 | |
| 25-06023 | Traffic Stop | 7 | BETH | 13:56:39 05/18/25 | 06 | |
| 25-06022 | Traffic Stop | 7 | BETH | 13:39:16 05/18/25 | 06 | |
| 25-05878 | Traffic Stop | 7 | BETH | 10:20:19 05/16/25 | 05 | |
| 25-05804 | Traffic Stop | 7 | BETH | 10:09:58 05/15/25 | 06 | |
| 25-05433 | Missing Person | 7 | BETH | 10:36:06 05/08/25 | 02 | |
| 25-05432 | Suspicious | 7 | BETH | 10:34:08 05/08/25 | 10 | |
| 25-05056 | Traffic Stop | 7 | BETH | 12:54:21 04/29/25 | 05 | |
| 25-04710 | Traffic Stop | 7 | BETH | 15:50:10 04/21/25 | 05 | |
| 25-04664 | Suspicious | 7 | BETH | 12:30:48 04/20/25 | 10 | |
| 25-03671 | Disturbance | 7 | BETH | 12:17:50 03/30/25 | 02 | |
| 25-03431 | Suspicious | 7 | BETH | 09:09:36 03/25/25 | 10 | |
| 25-02801 | Suspicious | 7 | BETH | 08:12:23 03/10/25 | 10 | |
| 25-02771 | Alarm | 7 | BETH | 15:15:39 03/09/25 | 10 | |
| 25-02702 | Traffic Stop | 7 | BETH | 14:09:37 03/07/25 | 05 | |
| 25-02446 | Traffic Stop | 7 | BETH | 07:47:56 03/03/25 | 06 | |
| 25-02090 | Traffic Stop | 7 | BETH | 11:49:27 02/23/25 | 05 | |
| 25-01047 | Suspicious | 7 | BETH | 07:14:11 01/25/25 | 05 | |
| 25-00512 | Alarm | 7 | BETH | 23:25:07 01/13/25 | 02 | |
| 24-17612 | Suspicious | 7 | BETH | 15:32:34 12/18/24 | 05 | |

| | | | | | |
|----------|----------------|---|------|-------------------|----|
| 24-16411 | Alarm | 7 | BETH | 14:51:15 11/16/24 | 10 |
| 24-15555 | Traffic Stop | 7 | BETH | 13:23:01 10/28/24 | 05 |
| 24-15451 | Alarm | 7 | BETH | 15:42:38 10/25/24 | 10 |
| 24-15445 | Suspicious | 7 | BETH | 15:07:08 10/25/24 | 05 |
| 24-15376 | Suspicious | 7 | BETH | 10:15:38 10/24/24 | 02 |
| 24-15117 | Vandalism | 7 | BETH | 12:40:35 10/19/24 | 03 |
| 24-14599 | Suspicious | 7 | BETH | 18:45:58 10/08/24 | 10 |
| 24-13992 | Property Check | 7 | BETH | 11:48:21 09/24/24 | 10 |
| 24-12393 | Suspicious | 7 | BETH | 08:36:07 08/26/24 | 10 |
| 24-11521 | Traffic Stop | 7 | BETH | 13:48:08 08/07/24 | 06 |
| 24-8641 | Suspicious | 7 | BETH | 00:27:02 06/10/24 | 05 |
| 24-8007 | Suspicious | 7 | BETH | 19:27:27 05/28/24 | 05 |
| 24-7783 | Suspicious | 7 | BETH | 09:00:20 05/24/24 | 10 |
| 24-7498 | Suspicious | 7 | BETH | 17:01:15 05/19/24 | 10 |
| 24-5706 | Property Check | 7 | BETH | 11:46:50 04/18/24 | 10 |
| 24-5672 | Alarm | 7 | BETH | 00:50:48 04/18/24 | 02 |
| 24-4783 | Alarm | 7 | BETH | 17:56:21 04/01/24 | 01 |
| 24-4779 | Burglary | 7 | BETH | 15:17:16 04/01/24 | 07 |
| 24-3563 | Suspicious | 7 | BETH | 13:22:17 03/10/24 | 10 |
| 24-3135 | Suspicious | 7 | BETH | 07:52:51 03/03/24 | 05 |
| 24-1554 | Suspicious | 7 | BETH | 09:05:11 02/05/24 | 02 |
| 24-794 | Property Check | 7 | BETH | 21:59:24 01/20/24 | 10 |
| 24-472 | Suspicious | 7 | BETH | 01:56:35 01/13/24 | 10 |
| 23-16856 | Suspicious | 7 | BETH | 10:11:28 12/29/23 | 10 |
| 23-16526 | Suspicious | 7 | BETH | 17:45:59 12/19/23 | 10 |
| 23-15328 | Suspicious | 7 | BETH | 01:33:55 11/24/23 | 10 |
| 23-15055 | Suspicious | 7 | BETH | 09:40:36 11/17/23 | 10 |
| 23-14896 | Found Property | 7 | BETH | 19:22:43 11/13/23 | 02 |
| 23-14865 | DERELICT VEH | 7 | BETH | 06:48:54 11/13/23 | 10 |
| 23-14403 | Suspicious | 7 | BETH | 21:31:19 11/02/23 | 05 |

| | | | | | |
|----------|----------------|---|------|-------------------|----|
| 23-12117 | Suspicious | 7 | BETH | 01:56:12 09/12/23 | 05 |
| 23-10497 | Suspicious | 7 | BETH | 08:35:57 08/07/23 | 03 |
| 23-9919 | Property Check | 7 | BETH | 22:18:57 07/24/23 | 10 |
| 23-9601 | Suspicious | 7 | BETH | 05:03:46 07/17/23 | 03 |
| 23-8178 | Suspicious | 7 | BETH | 05:36:27 06/16/23 | 05 |
| 23-7454 | Trespassing | 7 | BETH | 11:00:35 06/02/23 | 10 |
| 23-6698 | Vandalism | 7 | BETH | 14:21:56 05/18/23 | 01 |
| 23-3701 | Suspicious | 7 | BETH | 20:32:36 03/16/23 | 05 |
| 22-13346 | Alarm | 7 | BETH | 05:44:16 12/10/22 | 10 |
| 22-12037 | Alarm | 7 | BETH | 09:45:33 11/14/22 | 10 |
| 22-12015 | Property Check | 7 | BETH | 00:46:28 11/14/22 | 10 |
| 22-11557 | Suspicious | 7 | BETH | 13:41:29 11/05/22 | 03 |
| 22-10311 | Burglary | 7 | BETH | 18:06:21 10/08/22 | 02 |
| 22-9738 | Traffic Stop | 7 | BETH | 11:45:29 09/26/22 | 05 |
| 22-9481 | Alarm | 7 | BETH | 12:07:58 09/21/22 | 10 |
| 22-9434 | Alarm | 7 | BETH | 11:52:48 09/20/22 | 10 |
| 22-9373 | Alarm | 7 | BETH | 11:26:00 09/19/22 | 10 |
| 22-9204 | Alarm | 7 | BETH | 08:24:19 09/16/22 | 10 |
| 22-8183 | Alarm | 7 | BETH | 06:15:17 08/30/22 | 10 |
| 22-8135 | Traffic Stop | 7 | BETH | 03:35:03 08/29/22 | 05 |
| 22-8123 | Alarm | 7 | BETH | 21:57:27 08/28/22 | 10 |
| 22-6186 | Alarm | 7 | BETH | 07:18:47 07/27/22 | 10 |
| 22-5810 | Alarm | 7 | BETH | 18:44:35 07/14/22 | 10 |
| 22-4256 | Alarm | 7 | BETH | 06:48:57 05/26/22 | 01 |
| 22-4254 | Alarm | 7 | BETH | 06:11:00 05/26/22 | 10 |
| 22-3866 | Alarm | 7 | BETH | 07:53:05 05/14/22 | 10 |
| 22-3506 | Alarm | 7 | BETH | 06:59:31 05/04/22 | 10 |
| 22-2711 | Alarm | 7 | BETH | 08:25:16 04/09/22 | 10 |
| 22-2616 | Alarm | 7 | BETH | 06:41:00 04/06/22 | 10 |
| 22-2570 | Suspicious | 7 | BETH | 23:01:56 04/04/22 | 10 |

| | | | | | |
|----------|--------------|---|------|-------------------|----|
| 22-2313 | Alarm | 7 | BETH | 09:41:51 03/27/22 | 10 |
| 22-2056 | Suspicious | 7 | BETH | 04:38:41 03/19/22 | 10 |
| 22-1568 | Alarm | 7 | BETH | 12:45:21 03/01/22 | 10 |
| 22-1322 | Suspicious | 7 | BETH | 04:55:53 02/20/22 | 05 |
| 21-10145 | Suspicious | 7 | BETH | 22:17:26 12/03/21 | 10 |
| 21-9813 | Suspicious | 7 | BETH | 00:13:44 11/21/21 | 05 |
| 21-9392 | Suspicious | 7 | BETH | 15:40:07 11/06/21 | 05 |
| 21-8911 | Traffic Stop | 7 | BETH | 23:11:47 10/20/21 | 02 |
| 21-8051 | Suspicious | 7 | BETH | 01:43:27 09/24/21 | 10 |
| 21-7986 | Alarm | 7 | BETH | 22:44:40 09/21/21 | 10 |
| 21-7247 | Alarm | 7 | BETH | 18:11:05 08/27/21 | 10 |

Total = 24

| Incident | Nature | Area | Agency | Reported | Disposition | Complainant |
|----------|------------|------|--------|-------------------|-------------|---------------------------|
| 19-9653 | Suspicious | 7 | BETH | 10:37:39 12/02/19 | 10 | |
| 19-7942 | Suspicious | 7 | BETH | 21:56:08 10/04/19 | 10 | |
| 19-7903 | Alarm | 7 | BETH | 21:38:22 10/03/19 | 10 | ENTECH SALES AND SERVICE, |
| 19-7165 | Alarm | 7 | BETH | 05:33:56 09/12/19 | 10 | |
| 19-5605 | Suspicious | 7 | BETH | 22:00:17 07/23/19 | 10 | |
| 19-5357 | Suspicious | 7 | BETH | 03:26:20 07/16/19 | 10 | |
| 19-5201 | Alarm | 7 | BETH | 13:07:50 07/10/19 | 10 | |
| 19-4558 | Alarm | 7 | BETH | 17:13:51 06/20/19 | 10 | |
| 19-4556 | Alarm | 7 | BETH | 16:25:44 06/20/19 | 10 | |
| 19-3749 | Alarm | 7 | BETH | 16:07:06 05/24/19 | 10 | |
| 19-2436 | Alarm | 7 | BETH | 15:56:57 04/06/19 | 10 | |
| 19-2295 | Alarm | 7 | BETH | 07:29:37 04/01/19 | 10 | ENTECH SALES AND SERVICE, |
| 19-2272 | Alarm | 7 | BETH | 06:57:17 03/31/19 | 10 | ENTECH SALES AND SERVICE, |
| 19-1376 | Alarm | 7 | BETH | 11:21:52 02/23/19 | 10 | ENTECH SALES AND SERVICE, |
| 19-1195 | Alarm | 7 | BETH | 22:25:13 02/15/19 | 10 | |
| F19-359 | FIRE ALARM | 7 | BFD | 13:43:04 02/07/19 | 10 | |
| 19-577 | Suspicious | 7 | BETH | 01:20:24 01/24/19 | 10 | |
| 19-466 | Alarm | 7 | BETH | 06:47:03 01/19/19 | 10 | ENTECH SALES AND SERVICE, |
| 19-464 | Alarm | 7 | BETH | 03:17:49 01/19/19 | 10 | |
| 19-432 | Alarm | 7 | BETH | 08:22:08 01/18/19 | 10 | ADT ALERT, |
| 19-371 | Alarm | 7 | BETH | 10:05:28 01/16/19 | 10 | |
| 19-100 | Burglary | 7 | BETH | 09:05:15 01/05/19 | 02 | |
| 18-9105 | Suspicious | 7 | BETH | 13:13:45 11/24/18 | 10 | |
| 18-7549 | Burglary | 7 | BETH | 14:49:02 09/25/18 | 02 | FINCH, WILLIAM HENRY |

Bob Miller

From: Bob Miller
Sent: Thursday, February 5, 2026 12:01 PM
To: John D. Reid; Chad Meek
Cc: Brett Crecelius; Timothy McCarthy
Subject: 7001 NW 23rd St. Call For Service Request

Gentlemen,

We are putting together a case to be presented to Bethay City Council asking for them to approve the demolition of the old AT&T building located at 7001 NW 23rd St. We need information on police calls for service associated with that address. A simple print-out of time, date, and type of call will work.

Thank you,

Bobby Miller
City of Bethany Code Enforcement
(405) 603-3498



2026/03/30
15:27



2026/03/30
15:30



2026/03/30
15:30



2026/03/30
15:31



2026/03/30
15:32



2026/03/30
15:32

NO
TRESPASSING

2026/03/30
15:33

AA

Cody
Haro

DEPARTMENT
OF PUBLIC
WORKS
NO PARKING
IN THIS AREA
EXCEPT AS
NOTED

2026/03/30
15:33





2026/03/30
15:54



NO POST
NO SIGN
NO POST

2026/03/30
15:34



NO
PARKING
EXCEPT
FOR
AUTHORIZED
PERSONNEL

2026/03/30
15:34



2026/03/30
15:35



2026/03/30
15:37



2026/03/30
15:37

BETHANY

Oklahoma

Department of Planning & Community Development

April 25, 2025

CERTIFIED MAIL
9589 0710 5270 0233 9704 98
CASE NUMBER: 14

NAME: 7001 Partners LLC
ADDRESS: 805 NW 72nd St., Unit 12, Oklahoma City, OK 73116
SUBJECT: NOTICE OF VIOLATIONS AND HEARING
LOCATION: 7001 NW 23rd St., Bethany, OK 73008
LEGAL: UNPLTD PT SEC 21 12N 4W BLK 000 LOT 000 PT SW4 SEC 21 12N 4W BEG 200FT N OF SW/C SW4 TH N130FT E660FT S330FT W460FT N200FT TO BEG SUBJ TO RD R/W OF RECORD

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

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

You are hereby notified that if said violations are not abated on or before **1:30 P.M., May 7, 2024**, the City Manager, or her designee will hold a hearing on said date for the purpose of determining whether the violations constitute a public nuisance at **Bethany City Hall, 6700 NW 36th St., Bethany, OK**. If you do not appear and show cause why the same should not be declared a public nuisance, then the City Manager shall direct the City of Bethany to abate the violations or citations may be issued. You will be billed for the cost in performing the work, and if necessary, the charges will be assessed as a lien against the property, together with interest.

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

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

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

Signed: Bobby Miller #401
CITY INSPECTOR (OR DESIGNEE)
BETHANY COMMUNITY DEVELOPMENT

PLEASE COOPERATE IN MAKING BETHANY A BETTER PLACE TO LIVE

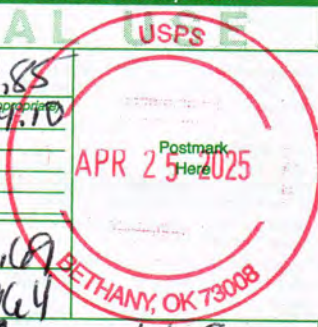


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT CDD
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE USPS

| | | |
|--|----------------------------------|------|
| Certified Mail Fee | \$ | 4.85 |
| Extra Services & Fees (check box, add fee as appropriate) | | |
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | 4.10 |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | |
| <input type="checkbox"/> Adult Signature Required | \$ | |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | |
| Postage | \$ | 1.89 |
| Total Postage and Fees | \$ | 9.64 |
| Sent To | 7001 Partners LLC | |
| Street and Apt. No., or PO Box No. | 805 NW 72nd St, Unit 12, OKC, OK | |
| City, State, ZIP+4® | OKC, OK 73116 | |



9589 0710 5270 0233 9704 98

City of Bethany Code Enforcement

Case Report

April 22, 2025

7001 Partners LLC
(Old AT&T Building)
7001 NW 23rd St.
Bethany, OK 73008

City of Bethany Code & International Property Code Violations:

93.03 Weeds or Other Injurious Growth

93.05 Dilapidated Structure

93.08G Structures and Premises Dangerous or Detrimental to Public Health & Safety

93.04 Rubbish

93.06 Other Nuisances

IPMC 108.1.5.7 Dangerous Structure or Premises

IPMC 110.1 General Boarding of Structure Beyond One Year

IPMC 304.13 Windows

IPMC 304.15 Doors

IPMC 304.9 Exhaust Ducts

April 22, 2025, at 11:42 AM, I inspected the commercial property located at 7001 NW 23rd St. The Oklahoma County Assessor has the current owner listed as 7001 Partners LLC. The building is often referred to as The Old AT&T Building. The property is being offered for sale and represented by Blackstone. The inspection revealed violations of the City of Bethany Code and the International Property Maintenance Code, which I have listed above. Please see attached photographs taken of the code violations.

Photo 1 – listing agents sign.

Photo 2 – front which is the south side of the building looking northeast.

Photo 3 – additional photos of the front of the building showing three damaged windows and two boarded windows. Also, you can see a large volunteer tree located near the front door which may be causing damage the structure.

Photo 4 – east side of the building looking northwest.

Photo 5 – additional photos of the east side of the building showing ten damaged windows and three boarded windows.

Photo 6 – additional photo of the east side of the building showing a heavy screen peeled back on the exhaust vent giving insects and rodents access to the interior of the building.

Photo 7- back which is the north side of the building looking southwest in the first photo and looking southeast in the second photo showing thirty-six damaged windows and six boarded windows. Also, you can see vine overgrowth on the side of the building which will cause damage to the building if it already has not.

Photo 8 – west side of the building looking northeast in the first photo and looking southeast in the second photo showing eight damaged windows and one boarded window.

Photo 9 – more photos of the west side of the building showing two broken windows in the west entrance breezeway.

Photo 10 – additional photos of the back of the building show signs of people being on the property. One photo shows evidence of the HVAC system with heavy damage from being stripped of metal. Two of the photos show the boarded back doors and additional signs of the people being on the property. I have concerns for the pallets that have been brought to the area because they may be used to start a fire for people to keep warm when it is cold. I personally have observed people on the property. On one occasion I attempted to talk with adults camping in the breezeway by the west entrance about needing to leave the property and they became belligerent and threatened me.

Photo 11 – are of different views of the damaged fence, accumulation of rubbish, and the deterioration of the asphalt parking lot.

Photo 12 – are additional photos of different views of the damaged fence, accumulation of rubbish, and the deterioration of the asphalt parking lot.

Photo 13 – are additional photos of deterioration of the asphalt parking lot.

October 1, 2021, at 9:00 AM, a 10-day Notice of Violation was issued for high weeds & grass and trash for the property located at 7001 NW 23rd St. The violations were corrected.

March 8, 2023, at 2:16 PM, a 30-day Notice of Violation was issued for broken windows needing to be repaired. The owners chose to board all the broken windows as a temporary fix. I discussed this with one of the owners who said they chose to board the windows instead of replacing them because they hope to sell the property sometime soon. Also, he mentioned they have been talking with someone with the City of Bethany about different ideas they may have for what to do with the building.

After the initial NOV being issued for the broken windows, we began texting back and forth any additional concerns about the building.

May 30, 2023, at 3:55 PM, a text was sent to a phone number provided by the owner, and I asked them how they are doing on the broken window repairs. The text was sent because no work had been done after March 8th NOV was issued and it had been almost three months. I received a phone call from one of the owners who explained they should have someone out soon.

June 5, 2023, at 2:28 PM, I received a text from one of the owner's explaining Binswanger Glass is set to replace the windows. To my knowledge none of the windows have been replaced but boarded.

September 24, 2023, at 9:29 AM, I sent the owners a text message letting them know Bethany Police Department was at 7001 NW 23rd St. and they needed someone to call them about a police call at their building. They responded they had a maintenance crew on the way. In the conversation I asked if BPD needed them because of additional broken windows and he indicated that was what he had received from the police in a message.

April 23, 2025, a request for calls for service for 7001 NW 23rd St. from the Bethany Police Department and they reported making a total of 132. Please see attached printout of calls for service.

Violations that need immediate attention:

1. There are a total of fifty-seven damaged windows. The damaged windows should be replaced to keep moisture from entering the building or breaking to the point where they fall and strike someone that may be under them. Boarding the windows is no longer an option because of the amount of time that has passed with the boarding of other windows at the property.
2. There are twelve boarded windows and two boarded doors that should be replaced to keep moisture from entering the building and because boarding of the property is a temporary fix, and the boarding of windows has surpassed the twelve months allowed by the International Property Maintenance Code and eighteen months allowed by the City of Bethany Code.
3. The trash should be cleaned up and consistently cleaned up on a weekly basis.
4. The dilapidated fence should be repaired.
5. The dilapidated parking lot should be repaired.
6. The overgrowth of volunteer trees, shrubs, and vines should be removed to keep from causing further damage to the building and fence.
7. All exterior openings need to be secured to prevent insect or rodent infestation.
8. There has been a repeated failure by the owners to properly keep the property up to code and keep people from being able to enter for illegal activity, I recommend the entire property have an eight-foot fence installed at perimeter and frequently patrolled by private security to keep the property safe and up to code.

By ordinance, the building qualifies for an abatement hearing to determine if there are in fact code violations and if it should be determined to be a nuisance. If it is determined there are code violations and to be a nuisance, the owners should be ordered to make the repairs needed to bring it up to code.

If the owners do not do as ordered by the hearing officer, then the City of Bethany City Council should have the opportunity to determine if it is a nuisance or not. If it is found to be a nuisance the City Council will then have the authority to direct the owners to rehabilitate the building and surrounding property or direct them to demolish the building, parking lot, and fence.

Reporting Officer,

Bobby Miller #401

Bobby Miller #401



NOTICE

TO: Occupant and/or Owner

ADDRESS: 7001 NW 23rd St
(Old AT&T Building)

SUBJECT: City of Bethany Code of Ordinances

The Bethany Code of Ordinances Title IX, Chapter 93 entitled Health, and Sanitation: Nuisances provides that it is an offense for any owner, occupant, or any person to permit certain conditions to exist upon property within the City of Bethany. In accordance with The Code of Ordinances Title 1, Chapter 10, Section 10.99 any violation of any ordinance shall, upon conviction, be punishable by a fine not to exceed Five Hundred Dollars (\$500.00). Each day that a nuisance is allowed to continue shall be considered a separate offense, and each day that constitutes a violation is punishable by an additional fine not to exceed Five Hundred Dollars (\$500.00).

You are hereby officially notified that on this 8 day of March, 2023 at 2:16 o'clock pm the undersigned officer of the City of Bethany observed the following violation located upon the premises at 7001 NW 23rd St in Bethany, Oklahoma:

Section 304.13: Window, skylight and doors - shall be kept in sound condition, so
repair and water tight
304.13.1 Glazing - glazing materials shall be maintained free of cracks and holes
Section 93.02: HEALTH HAZARD: Please repair all broken windows on building

Section 93.03: WEEDS (and Other Vegetation) _____

Section 93.04: RUBBISH/TRASH: _____

Section 93.05: DILAPIDATED BUILDINGS: _____

Section 93.07: COMMERCIAL VEHICLES IN RESIDENTIAL AREAS: _____

Section 96.01: DERELICT VEHICLES: _____

You are hereby officially notified of the above violation and that said violation will be inspected in 30 days. If said violation continues to exist at that time a citation will be issued to you to appear before the Municipal Judge of the Bethany Municipal Court.

3-8-2023
Date

Bob Miller
Agent 405-603-3498
CITY OF BETHANY 580-716-3219

Served in person to: _____

Or Posted on: FD: Mailed



NOTICE

TO: Occupant and/or Owner

ADDRESS: 7001 NW 23rd St.

SUBJECT: City of Bethany Code of Ordinances

The Bethany Code of Ordinances Title IX, Chapter 93 entitled Health, and Sanitation: Nuisances provides that it is an offense for any owner, occupant, or any person to permit certain conditions to exist upon property within the City of Bethany. In accordance with The Code of Ordinances Title 1, Chapter 10, Section 10.99 any violation of any ordinance shall, upon conviction, be punishable by a fine not to exceed Five Hundred Dollars (\$500.00). Each day that a nuisance is allowed to continue shall be considered a separate offense, and each day that constitutes a violation is punishable by an additional fine not to exceed Five Hundred Dollars (\$500.00).

You are hereby officially notified that on this 1 day of Oct, 2021 at 900 o'clock am pm the undersigned officer of the City of Bethany observed the following violation located upon the premises at 7001 NW 23rd St. in Bethany, Oklahoma:

Section _____:

Section 93.02: HEALTH HAZARD: _____

Section 93.03: WEEDS (and Other Vegetation) High Weeds/Grass

Please Ask your Contractor to Pick Up Trash And Mow

Section 93.04: RUBBISH/TRASH: The Entire Property. They Missed

A large Section on NW 23rd St. Next to The Tire Shop

Section 93.05: DILAPIDATED BUILDINGS: Last Time

Section 93.07: COMMERCIAL VEHICLES IN RESIDENTIAL AREAS: _____

Section 96.01: DERELICT VEHICLES: _____

You are hereby officially notified of the above violation and that said violation will be inspected in 10 days. If said violation continues to exist at that time a citation will be issued to you to appear before the Municipal Judge of the Bethany Municipal Court.

10-1-21

Date

Bob Miller

Agent 405-603-3498

CITY OF BETHANY

Served in person to: _____

Or Posted on: Mailed



NOTICE

TO: Occupant and/or Owner

ADDRESS: 7001 NW 23rd St.

SUBJECT: City of Bethany Code of Ordinances

The Bethany Code of Ordinances Title IX, Chapter 93 entitled Health, and Sanitation: Nuisances provides that it is an offense for any owner, occupant, or any person to permit certain conditions to exist upon property within the City of Bethany. In accordance with The Code of Ordinances Title 1, Chapter 10, Section 10.99 any violation of any ordinance shall, upon conviction, be punishable by a fine not to exceed Five Hundred Dollars (\$500.00). Each day that a nuisance is allowed to continue shall be considered a separate offense, and each day that constitutes a violation is punishable by an additional fine not to exceed Five Hundred Dollars (\$500.00).

You are hereby officially notified that on this 1 day of Oct, 2021 at 9:00 o'clock am pm the undersigned officer of the City of Bethany observed the following violation located upon the premises at 7001 NW 23rd St. in Bethany, Oklahoma:

Section _____ :

Section 93.02: HEALTH HAZARD: _____

Section 93.03: WEEDS (and Other Vegetation) High Weeds/Grass

Please Ask Your Contractor To Pick Up Trash And Mow

Section 93.04: RUBBISH/TRASH: The Entire Property. They Missed

A large Section on NW 23rd St. Next To The Tire Shop

Section 93.05: DILAPIDATED BUILDINGS: Last Time

Section 93.07: COMMERCIAL VEHICLES IN RESIDENTIAL AREAS: _____

Section 96.01: DERELICT VEHICLES: _____

You are hereby officially notified of the above violation and that said violation will be inspected in 10 days. If said violation continues to exist at that time a citation will be issued to you to appear before the Municipal Judge of the Bethany Municipal Court.

10-1-21
Date

Bob Miller
Agent 405-603-3498

Served in person to: _____

Or Posted on: Mailed

CITY OF BETHANY



NOTICE

TO: Occupant and/or Owner

ADDRESS: 7001 NW 23rd St

(Old AT&T Building)

SUBJECT: City of Bethany Code of Ordinances

The Bethany Code of Ordinances Title IX, Chapter 93 entitled Health, and Sanitation: Nuisances provides that it is an offense for any owner, occupant, or any person to permit certain conditions to exist upon property within the City of Bethany. In accordance with The Code of Ordinances Title 1, Chapter 10, Section 10.99 any violation of any ordinance shall, upon conviction, be punishable by a fine not to exceed Five Hundred Dollars (\$500.00). Each day that a nuisance is allowed to continue shall be considered a separate offense, and each day that constitutes a violation is punishable by an additional fine not to exceed Five Hundred Dollars (\$500.00).

You are hereby officially notified that on this 8 day of March, 2023 at 2:16 o'clock am / pm the undersigned officer of the City of Bethany observed the following violation located upon the premises at 7001 NW 23rd St in Bethany, Oklahoma:

Section 304.13: Window, skylight and doors - shall be kept in sound condition, good repair and water tight.
Section 304.13.1 Glazing - glazing materials shall be maintained free of cracks and holes.
Section 93.02: HEALTH HAZARD: Please repair all broken windows on building.

Section 93.03: WEEDS (and Other Vegetation) _____

Section 93.04: RUBBISH/TRASH: _____

Section 93.05: DILAPIDATED BUILDINGS: _____

Section 93.07: COMMERCIAL VEHICLES IN RESIDENTIAL AREAS: _____

Section 96.01: DERELICT VEHICLES: _____

You are hereby officially notified of the above violation and that said violation will be inspected in 30 days. If said violation continues to exist at that time a citation will be issued to you to appear before the Municipal Judge of the Bethany Municipal Court.

3-8-2023
Date

Bob Miller
Agent 405-603-3498
CITY OF BETHANY 580-716-3219

Served in person to: _____

Or Posted on: FD & Mailed

Ⓢ

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: April 2, 2026
Subject: Traffic Calming Policy Resolution No. 1733

BACKGROUND

Several citizens have requested traffic calming measures in their neighborhoods, such as speed bumps, digital speed signs and the like. The traffic committee requested staff to research and see how other cities handle such requests and offer policies for the traffic committee to review.

The traffic committee reviewed policies on July 22, 2025, from other cities and revised them accordingly. The traffic committee recommended adoption of a traffic calming policy. On September 2, 2025, the City Council approved the Resolution No. 1722.

The Traffic Committee met on February 23, 2026. Per the minutes below, a change was recommended for council approval:

Motion was made by Magirowsky, seconded by Powell to allow the installation of solar digital driver feedback signs and removing the 75% threshold for neighboring property owners' approval. YES votes: Powell, Smart, and Magirowsky. NO votes: none. Motion passed.

RECOMMENDATION

1. As develops during meeting.

ADDITIONAL COMMENTS



RESOLUTION NO. 1733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY ADOPTING A TRAFFIC CALMING POLICY AND PROCEDURE FOR THE CITY OF BETHANY AND REPEALING ALL PAST POLICIES IN CONFLICT THEREWITH.

WHEREAS, the City Council of the City of Bethany, Oklahoma has reviewed and discussed the attached Traffic Calming Policy and Procedure; and

WHEREAS, the Traffic Calming Policy and Procedure is in the best interest of the health, safety, and welfare of the residents of the City of Bethany;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Bethany, Oklahoma that the attached "Traffic Calming Policy and Procedure" is hereby adopted as the official policy of the City of Bethany, and all prior policies, procedures, or resolutions in conflict with said policy and procedure are hereby repealed to the extent of any conflict.

END

This is to certify that the within and foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma and the Trustees of the Bethany Public Works Authority in regular session, this _____ day of _____, 2026, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

ATTEST:

MAYOR/CHAIRMAN

CITY CLERK/SECRETARY

Approved as to form and legality on _____, 2026

City Attorney

CITY OF BETHANY
PUBLIC WORKS DEPARTMENT
TRAFFIC CALMING PROGRAM POLICY AND PROCEDURE
RESIDENTIAL SUBDIVISIONS
APPROVED BY CITY COUNCIL BY RESOLUTION No. 1733

I. **Applicability:**

This policy applies to all residential subdivisions as platted in the City of Bethany.

II. **Implementation:**

This policy is effective upon approval by the City Council. Nothing within this policy shall limit the City of Bethany or any of its trusts from exercising the power and authority generally granted by 11 O.S. § 36-101 et seq to construct, improve, repair, or maintain any street within its boundary.

III. **Purpose:**

The residential speed limit in the city of Bethany is 25 mph. If this speed limit were obeyed the resulting pattern of the actual speeds would ideally follow a bell curve with a mean speed of 20 mph and an 85th percentile speed of 25 mph. Unfortunately, the 25-mph speed limit is not always obeyed. Other cities have found that stop signs were not entirely effective to control speeds. This policy and procedure was prepared from the evaluation of literature on various tests conducted by other cities. This policy represents measures that have been found to be the current best technology for traffic calming in residential neighborhoods. As technology changes, this policy may be updated by the City Administration to reflect improvements.

IV. **Definitions:**

1. Speed Humps – 3 ½ inch high, parabolic or flat-topped, typically 12 to 22 feet long in the direction of travel, and spaced as needed, as determined by the Public Works Department. Humps are generally only applicable on streets with direct residential frontage and with posted speed limits of 25 or less. An attempt is made to locate humps at property lines – they are not installed on sharp curves or hill crests where visibility may be restricted, on steep grades, in intersections or at driveways. Humps are designed to accommodate larger vehicles such as school buses and fire trucks.
2. Driver Feedback Speed Signs – Digital sign that makes drivers aware of their speed, which encourages drivers to slow down. These signs may also contain flashing lights.

V. **Policies:**

1. In conformance with the U.S. Department of Transportation Manual of Uniform Traffic Control Devices, **Stop Signs** are not be used for speed control or installed on a street that serves as the principal roadway network for through traffic flow, unless justified by a traffic engineering study.

2. When a residential area requires traffic calming action, the least restrictive measure or combination of measures that are effective will be employed.
3. Traffic Calming Measures employed by the City are as follows (listed from least to most restrictive):
 - a. Speed Signs with or without Street Painting
 - b. Special zero tolerance enforcement by Police Department
 - c. Driver feedback speed signs
 - d. Speed Humps
4. Traffic calming measures 3a through 3b may be implemented or stopped/removed by the City Staff, upon recommendation by a majority vote of the Sign Committee.
5. Traffic calming measures 3c through 3d require a majority vote of the Sign Committee, Traffic Committee and City Council approval before installation or removal, except for removal to install a greater restraint measure.
6. Participation within the Traffic calming program occurs only upon request by 75 percent or more of the property owners adjacent to the street segment (typically a block) with the exception of solar digital feedback signage, which has no threshold. A petition that has been denied may be refiled with participation by the requisite 75 percent or more of the property owners, but only after 18 months since the last denial.
7. Only streets that meet the specific criteria in this policy will be considered for traffic calming measures.
8. Traffic calming measures are employed in order, starting from least restrictive and going to most restrictive. When in the opinion of the sign committee, a less restrictive traffic calming measure will enhance the more restrictive measure being installed, it should be left in place.

VI. Roles:

1. City Council: As necessary, the Council may review and approve installation or removal of traffic calming devices.
2. City Manager: The City Manager manages the traffic calming program through the appropriate staff departments.
3. Public Works Department:
 - a. Receives complaints about excessive traffic and speeding.
 - b. Informs citizens of the traffic calming policy and how to use the policy.
 - c. Receives and processes requests for traffic calming actions.
 - d. May perform traffic counts and speed studies.
 - e. Prepares designs for speed humps with the assistance of the engineer for the city.
 - f. Installs traffic calming devices upon recommendation by the traffic committee and approval by Council and purchased by the requesting citizens.

4. The Police Department:
 - a. Provides background traffic speed and accident information on streets that may be selected for study.
 - b. Provides officers for zero tolerance enforcement and street evaluations as required by the Chief of Police or Assistant Chief of Police.
5. Sign Committee: This committee is comprised of the City Manager, Police Chief, Public Works Director, and City Engineer to review traffic calming requests.

VII. Procedure:

1. Traffic Speed Problem Area Identification: The homeowners on the street may identify an area as having a traffic speed problem by submitting a Traffic Calming Petition via a sponsor.
2. Citizens who express concerns about traffic problems in their neighborhood should be referred to the Public Works Department. The citizen should be supplied with a Traffic Calming Petition, Verification Statement, and Homeowners' Association Endorsement and informed that a sponsor will be necessary to represent the neighborhood for purposes of the procedure. If the subdivision does not have a homeowners' association, then all references to a homeowners' association are not applicable to that subdivision.
3. The sponsor will deliver the completed paperwork to the Public Works Department.
4. Upon receipt of the sponsor's completed paperwork (see Step 2 of this procedure), the Public Works Department should conduct a 24-hour traffic count and a 12-hour speed survey on the proposed street. Action after these counts will be one of the following:
 - a. A street that has 500 or more vehicles in a 24-hour period and an 85th percentile speed above 30 mph, will automatically be entered in the program.
 - b. A street that has an 85th percentile speed below 30 mph will automatically be excluded from the program.
 - c. A street that has less than 400 vehicles in a 24-hour period will automatically be excluded from the program.
5. Upon completion of the count and survey, the Public Works Department will notify the sponsor of the results and the status of their request: e.g., the street does not qualify for traffic calming measures, or the street does qualify and is being and is being entered into the traffic calming program
6. For a street that is entered into the program, the Public Works Department will take the Petition and supporting documentation to the Sign committee and then the Traffic committee for recommendation to the City Council for approval at the next reasonable date the Council meets. The street selected for the traffic calming program shall be placed on the agenda for all publicly noticed meetings. The street selected for the traffic calming program shall be set for public hearing at the City Council meeting. If the City Council decides that traffic calming measures are not required, the project will be stopped at that point.

7. Upon receipt of the City Council's approval, the Public Works Department shall initiate the traffic calming measures in the order shown in paragraph V 3 above. After each step is taken, a three (3) to five (5) week waiting period should be observed and then a follow-up speed survey shall be conducted. If the 85th percentile speed has dropped to acceptable levels, the traffic calming program will be closed at that level.
8. The Public Works Department may reopen a traffic calming project within 18 months after it was approved by the City Council. Reopening a project will be done when a speed survey shows that the measures used are no longer effective, and that most restrictive measures may need to be considered.
9. If a traffic calming project has been closed longer than 18 months, any request to increase the traffic calming measures must be made by new petition pursuant to the procedure established by this policy.

VIII. Removal of Traffic Calming Measures:

If after three (3) months the citizens living on the problem street desire to have the traffic calming measure(s) removed, they must petition the City Council through the traffic committee for removal of the traffic calming measure(s). Removal of traffic calming measures will be accomplished using the same procedure as for installation the only change will be the wording of the documents. Removal will require the approval of 75 percent or more of the property owners adjacent to the street in the same geographic area as the petition for traffic calming measures to be installed.

IX. Cost Responsibility:

The entire cost of any traffic safety improvement is the responsibility of the property owners on the street or street segment. The cost for transportation engineering studies and maintenance of the improvements is the responsibility of the City. The cost of any traffic safety improvement **is not** the responsibility of the City and could be paid by one or more of the street's residents, property owners, or from other private sources.

X. Appendices:

1. Traffic Calming Petition
2. Verification Statement
3. HOA Endorsement Statement
4. Traffic Calming Measure Installation Criteria

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: April 7, 2026
Subject: Cost Sharing Opportunity With Bethany First Church Of The Nazarene For Sanitary Sewer Replacement

BACKGROUND

Bethany First Church of the Nazarene (BFC) has approached the City about improvements being planned for their campus, which includes parking lot improvements and sidewalk improvements along Mueller, as well as on street handicap parking space removal and relocation to the church parking lot. The church parking lot on the west side of Mueller is elevated above the existing street, which requires an ADA switchback ramp to be constructed for handicapped individuals to be able to safely reach the level of the street to cross to the church. The location of the crosswalk is between NW 39th and NW 41st. The location of the required ADA switchback ramp is proposed between Mueller and the parking lot, but will sit directly on top of the city's existing sanitary sewer line which is approximately 8 feet deep.

Once the ADA ramp is constructed it will be more difficult to repair the sanitary sewer that goes north and south along the west side of Mueller with all the improvements that would have to be removed. This section of sewer is currently identified in the Capital Improvement Plan as Priority Area 2B, and Priority 8 on the list for replacement. Two sections of sewer south of this location have collapsed in the last 2 years and have had emergency repairs, and there is concern that the work taking place in this area will cause further deterioration and possible collapse of the section that will be under the ADA ramp. To ensure continued sewer service to the church and area, the line would be replaced from the last emergency repair a distance of approximately 90 feet north and end in a new manhole to make it easier for repairs going further north in the future. The cost of this work using the City's on-call contractor is approximately \$70,000. Staff has been notified that BFC is willing to participate on a 50/50 basis up to their share of \$40,000.

RECOMMENDATION

1. Approve Cost Sharing opportunity to accept funds from Bethany First Church of the Nazarene for sanitary sewer replacement.

ADDITIONAL COMMENTS



The City portion of this project will be funded from Sewer Line Maintenance and Repair

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: April 2, 2026
Subject: Mid-Block Crosswalk Policy Resolution No. 1734

BACKGROUND

The City of Bethany has been approached over the past year with requests for mid-block crosswalks. Some of those making requests are Bethany Public Schools, Bethany Children’s Center, Southern Nazarene University and most recently, Bethany First Church of the Nazarene. It has become apparent that a policy for this request is needed.

RECOMMENDATION

1. As develops during meeting.

ADDITIONAL COMMENTS



<https://www.youtube.com/shorts/vQaWNBAP7j4> video link



RESOLUTION NO. 1734

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY ADOPTING A MID-BLOCK CROSSWALK POLICY AND PROCEDURE FOR THE CITY OF BETHANY AND REPEALING ALL PAST POLICIES IN CONFLICT THEREWITH.

WHEREAS, the City Council of the City of Bethany, Oklahoma has reviewed and discussed the attached Mid-Block Crosswalk Policy and Procedure; and

WHEREAS, the Mid-Block Crosswalk Policy and Procedure is in the best interest of the health, safety, and welfare of the residents of the City of Bethany;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Bethany, Oklahoma that the attached “Mid-Block Crosswalk Policy and Procedure” is hereby adopted as the official policy of the City of Bethany, and all prior policies, procedures, or resolutions in conflict with said policy and procedure are hereby repealed to the extent of any conflict.

END

This is to certify that the within and foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma and the Trustees of the Bethany Public Works Authority in regular session, this _____ day of _____, 2026, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

ATTEST:

MAYOR/CHAIRMAN

CITY CLERK/SECRETARY

Approved as to form and legality on _____, 2026

City Attorney

CITY OF BETHANY
PUBLIC WORKS DEPARTMENT
MID-BLOCK CROSSWALK POLICY AND PROCEDURE
RESIDENTIAL SUBDIVISIONS

APPROVED BY CITY COUNCIL BY RESOLUTION No. 1734

1. Purpose and Scope

This policy outlines and establishes the standardized criteria for an independent party to apply for, install, and maintain mid-block crosswalks in the City of Bethany.. This policy ensures that such crossings are only placed where they significantly improve pedestrian safety and connectivity without creating undue traffic hazards and is designed to align with existing city ordinances, Oklahoma state statutes, and federal safety standards including but not limited to the [Manual on Uniform Traffic Control Devices \(MUTCD\)](#).

2. Legal Foundation

City Ordinance § 70.082: The Traffic Engineer is authorized to install and mark crosswalks with appropriate signage.

City Ordinance 70.083: When the Traffic Engineer finds that pedestrian congestion required the installation of a crosswalk at a location other than intersections, he or she is authorized to install and maintain official traffic-control signals and appropriate devices, markings or signs and crosswalk markings on the surface of the roadway at the location

Oklahoma Statute § 47-11-502: Drivers must yield to pedestrians in marked crosswalks when the pedestrian is on the driver's half of the roadway or approaching closely.

Oklahoma Statute § 47-11-503: Pedestrians must yield the right-of-way when crossing outside of a marked or unmarked crosswalk at an intersection.

3. Installation Criteria

Mid-block crosswalks shall not be installed indiscriminately. An engineering study is required to verify:

- **Distance:** The location must be at least **300 feet** from the nearest protected crossing (signalized or stop-controlled intersection) to avoid motorist confusion.
- **Demand:** Evidence of a "pedestrian desire line," such as proximity to schools, parks, or high-density housing.

- **Safety Thresholds:** Specific pedestrian volumes (e.g., minimum 25 per hour for 4 hours) or high vehicle volumes (over 2,000 ADT) that justify a formal crossing, or if deemed appropriate by an Engineering Study.

4. Design and Safety Standards

A. Pavement Marking Specifications

High-visibility markings are required for all mid-block locations to ensure maximum driver awareness.

- **Marking Style:** All mid-block crossings must use **Continental (Ladder) markings**—longitudinal bars parallel to the flow of traffic.
- **Bar Dimensions:** Individual bars must be 12 to 24 inches wide (or current MUTCD standards).
- **Bar Spacing:** Bars should be spaced 12 to 60 inches apart, specifically designed to avoid the wheel paths of vehicles to reduce wear (or current MUTCD Standards).
- **Crosswalk Width:** The total width of the crossing must be at least 6 feet. On streets where the speed limit is 40 mph or higher, the width must increase to at least 8 feet (or current MUTCD Standards).
- **Color and Material:** All markings must be white and use retroreflective materials to maintain visibility at night.

B. Signage Requirements

All signs must be installed according to the [Manual on Uniform Traffic Control Devices \(MUTCD\)](#) as referenced in Bethany's traffic safety guidelines.

- **Pedestrian Warning (W11-2)(W16-7PL):** Fluorescent yellow-green "Pedestrian Crossing" signs must be placed at the crosswalk location and must include **Rectangular Rapid Flashing Beacons (RRFBs)** User-activated flashing lights to increase driver yield rates.
- **Advanced Warning:** Advanced pedestrian warning signs with "AHEAD" plaques are required at a distance determined by the street's speed limit.
- **Mounting Height:** In urban areas, the bottom of the sign must be at least 7 feet above the ground; in rural-type settings without sidewalks, the minimum height is 5 feet.

- **Yield Lines ("Shark's Teeth"):** If the road has multiple lanes in one direction, advanced yield lines must be placed 20 to 50 feet before the crosswalk to prevent multiple-threat crashes.

C. ADA and Construction Standards

All infrastructure must conform to [Oklahoma Department of Transportation \(ODOT\)](#), and ADA standards for accessibility (latest revisions).

- **Curb Ramps:** Every crosswalk must have ADA-compliant ramps with detectable warning surfaces (truncated domes).
- **Running Slope:** The sidewalk approach grade cannot exceed 5% unless it matches the general grade of the adjacent street.
- **Cross Slope:** The cross slope of the pedestrian path must be 2% or less to accommodate wheelchairs.
- **Pavement Material:** Sidewalk connections must be 4-inch-thick Portland cement concrete with a 2-aggregate cushion.

D. Site Visibility and Setbacks

- **Sight Triangle:** No signs, vegetation, or parked vehicles may obstruct the "clear vision" area near the crossing.
- **Building Line:** In Bethany, a side yard building line must be at least 10 feet back from any mid-block crosswalk right-of-way line.
- **Lighting:** Proper illumination is required to ensure pedestrians are visible to drivers at night.
- **Advanced Treatments:** For multi-lane roads or streets with speeds over 35 mph, the city should consider:
 - **Pedestrian Refuge Islands:** To allow for two-stage crossing.
 - **Curb Extensions:** To shorten the crossing distance.
 - **Other Improvements:** as required by the City Engineer

5. Maintenance and Removal

- The City of Bethany Street Department shall regularly inspect markings for wear.

Responsibility for Maintenance and Costs

The Requestor assumes all financial responsibility for the lifecycle of the crossing.

- **Initial Costs:** The Requestor is responsible for 100% of the costs related to the engineering study, design, materials, and labor for the initial installation.
- **Ongoing Maintenance:** The Requestor shall be responsible for the maintenance and repair of all crosswalk components, including but not limited to:
 - **Pavement Markings:** Re-stripping when visibility drops below standard levels.
 - **Signage:** Repairing or replacing bent, faded, or missing signs.
 - **Appurtenances:** Maintaining, repairing, and providing electricity for any Rectangular Rapid Flashing Beacons (RRFBs), lighting, or other electronic safety devices.

Failure to Maintain

If the Requestor fails to maintain the crosswalk to the City's safety standards, the City reserves the right to perform the maintenance at the expense of the requestor.

- Mid-block crosswalks that no longer meet safety criteria or have been superseded by new intersection controls or infrastructure needs may be removed by the City Engineer at the requestor's expense or remove the crosswalk and all associated infrastructure without notice.

6. Liability and Indemnification (Hold Harmless)

The requesting party (the "Requestor") shall be solely responsible for all risks associated with the installation and existence of the mid-block crosswalk.

- **Indemnification:** The Requestor agrees to indemnify, defend, and hold harmless the City of Bethany, its officers, employees, and agents from any and all claims, demands, losses, or liabilities (including attorney fees and court costs) for personal injury, death, or property damage arising out of or in any way connected to the midblock crosswalk or its associated infrastructure.
- **Waiver of Claims:** The Requestor waives any right to seek damages against the City for accidents occurring at or near the mid-block crosswalk.
- **Insurance Requirement:** The City requires the Requestor to maintain a general liability insurance policy naming the City of Bethany as an "Additional Insured" for the duration of the crosswalk's existence. Current Insurance policy must be submitted each year to the City of Bethany.

7. Removal and Restoration

The City of Bethany reserves the right to revoke the permit for the mid-block crosswalk at any time for public safety or infrastructure needs. Upon revocation or if the Requestor no longer wishes to maintain the crossing or required insurance, the Requestor shall be responsible for the costs of removing all signage and equipment and restoring the roadway to its original condition.

8. Mid-block Crosswalk Fee Schedule

- Administrative Review Fee - \$50
- Public Hearing Notice (If required) - \$200
- Additional permit review, design, or inspection fees *will* apply if request proceeds to engineering review or installation phase.

APPLICATION FOR MID-BLOCK CROSSWALK INSTALLATION

City of Bethany, Oklahoma

Applicants should submit this form to the **Community Development Department** at [6700 NW 36th Street, Bethany, OK](#) or via email to Construction.Application@bethanyok.org.

1. APPLICANT INFORMATION • Organization/Requestor

Name: _____

Primary Contact Person: _____ Title: _____

Mailing Address:

Phone: _____ Email: _____

2. PROJECT LOCATION & DESCRIPTION

Requested Location: (Street name and nearest cross streets/address)

Purpose of Crossing: (e.g., School access, park connectivity)

Estimated Construction Start

Date: _____

Engineering Firm: _____ OK License #: _____

3. MAINTENANCE AGREEMENT & FINANCIAL RESPONSIBILITY

By signing this application, the Requestor acknowledges and agrees to the following:

- **Full Funding:** The Requestor is responsible for 100% of all costs related to the engineering study, design, materials, and labor.
- **Continuous Maintenance:** The Requestor assumes permanent responsibility for maintaining all crosswalk markings, signage, and appurtenances (such as [RRFB lighting](#)) to City and MUTCD standards.
- **City Intervention:** If the Requestor fails to maintain the facility, the City may perform repairs at the Requestor's expense or remove the crossing entirely.

4. HOLD HARMLESS & INDEMNIFICATION CLAUSE

Indemnification: The Requestor (Indemnitor) hereby agrees to defend, indemnify, and hold harmless the City of Bethany, its elected officials, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, existence, use, or maintenance of the mid-block crosswalk requested herein.

Liability: This agreement applies to any bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, regardless of whether such claim is caused in part by a party indemnified hereunder.

5. SUBMITTAL CHECKLIST

Please attach the following to this application:

- **Site Plan:** Drawn to scale and certified by a licensed Oklahoma Professional Engineer.
- **Traffic Study:** Documenting pedestrian volume and safety necessity.
- **Certificate of Insurance:** Naming the City of Bethany as an "Additional Insured."
- **Application Fee:** (As determined by the current City Fee Schedule).

6. SIGNATURE

I certify that the information provided is true and correct. I have read and agree to be bound by the City of Bethany Mid-Block Crosswalk Policy, including all liability and maintenance obligations.

Signature of Applicant: _____ **Date:** _____

RESOLUTION OF THE CITY OF BETHANY OKLAHOMA**RESOLUTION #1735**

April __, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY TO APPROVE PARTICIPATION IN SETTLEMENTS WITH ASSOCIATED PHARMACIES, INC., JM SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC. AND UNITED NATURAL FOODS, INC. AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE REMNANT DEFENDANTS' COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM CONTAINED IN THE REMNANT DEFENDANTS' SETTLEMENT AGREEMENT AS EXHIBIT G AND TO TAKE ALL ACTIONS REQUIRED TO EFFECT THE SETTLEMENTS.

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

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

WHEREAS, six opioid manufacturers and/or distributors, Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (collectively "Settling Remnant Defendants"), have agreed to settle the claims of certain subdivisions in the Remnant Defendants Settlement Agreement dated February 23, 2026.

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

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma hereby elects to, and approves, its participation in the Remnant Defendant Settlement Agreement, and authorizes its Mayor, City Manager, or other authorized designee, to execute the Remnant Defendants' Combined Subdivision Participation and Release Form contained in the Remnant Defendants' Settlement Agreement as Exhibit G, which participation and release form may be executed in the DocuSign platform.

THEREFORE, BE IT FURTHER RESOLVED that the City of Bethany, Oklahoma, further authorizes its Mayor, City Manager and legal counsel to take all actions required by the Remnant Defendants Settlement Agreement to effectuate the Remnant Defendants Settlement Agreement for the benefit of City of Bethany, Oklahoma, including executing any documents required to finalize the participation of City of Bethany in the Remnant Defendants Settlement Agreement.

The City of Bethany, Oklahoma adopts the above Resolution on the ____ day of April, 2026.

CITY OF BETHANY, OKLAHOMA

Amanda Sandoval, Mayor

ATTEST:

Michael Vaughn, City Clerk

APPROVED:

_____, City Attorney

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL SUBDIVISION ACTIONS

MDL 2804

Case No. 1:17-md-2804

**SETTLEMENT AGREEMENT
AMONG PARTICIPATING
SUBDIVISIONS AND REMNANT
DEFENDANTS**

TABLE OF CONTENTS

I. Definitions.....1

II. Representations and Warranties.....10

III. Settlement Fund11

IV. Implementing the Agreement16

V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination19

VI. Notice and Claims Administrator21

VII. Use and Allocation of Opioid Remediation Fund.....23

VIII. Attorneys’ Fees and Expenses25

IX. Releases and Dismissal.....25

X. Miscellaneous Provisions.....30

Exhibit A – List of Actions

Exhibit B – Documents Describing Alleged Harms

Exhibit C – List of Litigating Subdivisions

Exhibit D – List of Opioid Remediation Uses

Exhibit E – Plan of Allocation

Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the “*Agreement*”), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

- A. “*Action(s)*” means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter “*MDL No. 2804*”), in any court, including but not limited to, the actions listed in **Exhibit A**.
- B. “*Agreement*” means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.
- C. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on **Exhibit B**, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Released Entities.
- D. “*Allocated Amount*” means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.
- E. “*Attorneys’ Fees and Expenses*” means payment to plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.
- F. “*Claim(s)*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever,

whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- G. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
- H. “*Compensatory Restitution Amount*” means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney’s fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant’s portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.
- I. “*Consent Judgment*” means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.
- J. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity, occurring at any time up to and including the Effective Date) arising from or relating to (1) compounding, counseling and documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

- K. “*Designated Subdivision*” means the Subdivision designated in writing by Plaintiffs’ Settlement Counsel to undertake the acts and obligations provided for in Section X.V.
- L. “*Effective Date*” means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.
- M. “*Final Judgment*” means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys’ Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.
- N. “*Later Litigating Subdivision*” means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.
- O. “*Litigating Subdivision*” means (1) any (a) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions);¹ (2) that

¹ “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **Exhibit C** is an agreed list of all Litigating Subdivisions. **Exhibit C** will be updated (including with any corrections) periodically, and a final version of **Exhibit C** will be attached hereto as of the Reference Date.

- P. “*MDL Court*” means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.
- Q. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
- R. “*Non-Participating Subdivision*” means any Subdivision that is not a Participating Subdivision.
- S. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- T. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- U. “*Non-Released Entity*” means an entity that is not a Released Entity.
- V. “*Notice*” means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.
- W. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.
- X. “*Notice and Claims Administrator*” means the notice and claims administrator(s) to be selected by Plaintiffs’ Settlement Counsel with the consent of the Remnant Defendants.

located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

- Y. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.²
- Z. “*Opioid Remediation Fund*” means the component of the Settlement Funds described in Section VI.C.
- AA. “*Opioid Remediation Funds*” means the Settlement Funds, less the payments set forth in Section VI.B.1.
- BB. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.
- CC. “*Participation Report*” means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.
- DD. “*Plaintiffs’ Settlement Counsel*” means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.
- EE. “*Plan of Allocation*” means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C, if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E**.
- FF. “*Pooled Settlement Amount*” means \$97,625,000.00.
- GG. “*Preliminary Agreement Date*” means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs’ Settlement Counsel.
- HH. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of

² Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

- II. “*Reference Date*” means the date by which each Remnant Defendant must inform the Plaintiffs’ Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.

- JJ. “*Related Agreements*” means the related but individual agreements between each Remnant Defendant and Plaintiffs’ Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant’s share of the Pooled Settlement Amount.

- KK. “*Released Claims*” means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

- LL. “*Released Entities*” means, with respect to Released Claims, the Remnant Defendants and:
 - 1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and
6. any insurer of any Remnant Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

- MM. "*Releasers*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity, whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with

respect to a Participating Subdivision, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Participating Subdivision. In addition to being a Releaser as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

- NN. “*Remnant Defendants*” means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a “Remnant Defendant.” For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.
- OO. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.
- PP. “*Settlement Fund*” means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.
- QQ. “*Settlement Funds*” means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.
- RR. “*Settlement Fund Administrator*” means the agent to be selected as set forth in Section III.D.
- SS. “*Settlement Participation Form Submission Deadline*” means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
- TT. “*Settling Parties*” means, collectively, the Participating Subdivisions and Remnant Defendants.
- UU. “*State*” means any state of the United States of America including their respective agencies, departments, and instrumentalities.
- VV. “*State-Subdivision Agreement*” means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

- WW. “*Subdivisions*” means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, “Subdivisions” includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivisions” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.
- XX. “*Subdivision Settlement Participation Form*” means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivisions.
- YY. “*Taxes*” means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.
- ZZ. “*Tax Expense*” means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

- AAA. “*Termination Refund*” means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.
- BBB. “*Unknown Claims*” means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

II. Representations and Warranties

A. **Plaintiffs’ Settlement Counsel’s Representations and Warranties.** Plaintiffs’ Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs’ Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.
2. Because Plaintiffs’ Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs’ Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions’ Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;
3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it;
6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;
7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and
8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. **Remnant Defendants' Representations and Warranties.** Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;
3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and
5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Settlement Fund

A. **Settlement Payment.** The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.
2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.
3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.
4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

B. Nature of Payment. Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;
4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and
5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. **No Other Payments.** Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. **The Settlement Fund and Administrator.**

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Settlement Fund Administrator will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“*IRS*”) guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs’ Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs’ Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.
4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

E. Taxes.

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III, and shall, in any

event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs’ Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III. and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1., shall be consistent with the provisions of this Section III.E.2. and in all events shall reflect that all Taxes as defined in Section I.YY. on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3, and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

IV. Implementing the Agreement

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

B. Notice to the Subdivisions. No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

C. Participation by Subdivisions.

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII., *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G.**
2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.
3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.
4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.
5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.
7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

D. Notice by Remnant Defendants.

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.
2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

E. Entry of Consent Judgment.

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:
 - a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;
 - b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

- c. discharge and release the Released Entities from all Released Claims;
 - d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
 - e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
 - f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and
 - g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.
- 2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.
 - 3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

- 1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

B. Failure of Effective Date to Occur. In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

C. Termination.

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:
 - a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;
 - b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;
 - c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL Court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or
 - d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.
2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

- a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;
- b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and
- c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

VI. Notice and Claims Administrator

A. Selection of Notice and Claims Administrator. Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.
2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.
4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.
5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.
6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.
8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

B. Distribution of Settlement Fund.

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

- a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);
 - b. to pay Notice and Administrative Costs (including escrow fees and costs);
 - c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII of this Agreement; and
 - d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.
2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

VII. Use and Allocation of Opioid Remediation Fund.

A. Use of Opioid Remediation Funds.

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D: List of Opioid Remediation Uses**, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.
2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

B. Allocation of Opioid Remediation Fund. The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.
2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.
3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

C. No Liability for Distribution of Settlement Fund or Opioid Remediation Fund. Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

D. Balance Remaining in Settlement Fund or Opioid Remediation Fund. If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII, and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

VIII. Attorneys' Fees and Expenses

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

IX. Releases and Dismissal

A. No Future Actions Following Release. As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

B. Claim-Over and Non-Party Settlement.

1. It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance or other third-party contract), from other parties for their payment obligations under this Agreement;
- b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
- c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided that* a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance or other third-party contracts.
3. To the extent that, on or after the Effective Date, any Releaser enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Remnant Defendants in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. In the event that any Releaser obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

- a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.
- b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.
- c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:
 - (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities in response to any Claim filed in litigation or arbitration;
 - (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (iv) Return of monies paid by Remnant Defendants to that Releasor under this Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

- (v) Payment of monies to Remnant Defendants by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
- (vi) Credit to the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and
- (vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.

d. The actions of that Releasor and Remnant Defendants taken pursuant to paragraph (c) must in combination, ensure Remnant Defendants are not required to pay more with respect to Covered Conduct than the amounts owed by Remnant Defendants under this Agreement.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. Litigation Bar. The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. General Release. The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to enter into or participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Remnant Defendant.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

X. **Miscellaneous Provisions**

A. **Population of Subdivisions.** The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

Exhibit A – List of Actions. Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

Exhibit B – Documents Describing Alleged Harms. References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

Exhibit C – List of Litigating Subdivisions. Lists of all Litigating Subdivisions.

Exhibit D – List of Opioid Remediation Uses. Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

Exhibit E – Plan of Allocation. The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities. Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

Exhibit G – Subdivision Settlement Participation Form. Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses. Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

M. Preservation of Records. For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

N. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

O. Notices. All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions,
address notice to:

Peter H. Weinberger
SPANGENBERG SHIBLEY & LIBER
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114
(216) 696-3232
pweinberger@spanglaw.com

Jayne Conroy
SIMMONS HANLY CONROY
112 Madison Avenue, 7th Floor
New York, NY 10016
(212) 784-6400
jconroy@simmonsfirm.com

Joseph F. Rice
MOTLEY RICE
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464
(843) 216-9000
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.
FARRELL & FULLER
270 Munoz Rivera Ave., Suite 201
San Juan, PR 00918
(304) 654-8281
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

United Natural Foods, Inc.

Kim J. Myrdahl
Deputy General Counsel, Senior Vice President & Chief Compliance Officer
United Natural Foods, Inc.
Legal Department
PO Box 990
Minneapolis, Minnesota 55440
kim.j.myrdahl@unfi.com

With a copy (which shall not constitute notice) to:

Joseph M. Vanek
Greg Shinall
Trevor K. Scheetz
Sperling Kenny Nachwalter, LLC
321 N. Clark St., 25th Floor
Chicago, Illinois 60654
jvanek@sperlingkenny.com
shinall@sperlingkenny.com
tscheetz@sperlingkenny.com

J M Smith Corporation

Robert M. Barrett
General Counsel
J M Smith Corporation
9098 Fairforest Road
Spartanburg, SC 29301
rbarrett@jmsmith.com

With a copy (which shall not constitute notice) to:

John J. Haggerty
Fox Rothschild LLC
Stone Manor Corporate Ctr.
2800 Kelly Road, Suite 200
Warrington, PA 18975
jhaggerty@foxrothschild.com

Louisiana Wholesale Drug Company, Inc.

Chad Gielen
President
Louisiana Wholesale Drug Co., Inc.
2085 I-49 S. Service Rd.
Sunset, LA 70584

With a copy (which shall not constitute notice) to:

Neil G. Vincent
Allen & Gooch, ALC
2000 Kaliste Saloom Road, Ste. 400
Lafayette, Louisiana 70508
neilvincent@allengooch.com

Morris & Dickson Co., L.L.C.

Jim Walden
Walden Macht Haran & Williams LLP
250 Vesey Street, 27th Floor
New York, NY 10281
jwalden@wmhwlaw.com

Russell Dickson
General Counsel
Morris & Dickson Co., L.L.C.
PO Box 51367
Shreveport, LA 71135
rdickson@morrisdickson.com

North Carolina Mutual Wholesale Drug Company, Inc.

Clint Syvinski, Co-CEO
Katie Zechman, Co-CEO
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.
Durham, NC 27703
csyvinski@mutualdrug.com
kzechman@mutualdrug.com

With a copy (which shall not constitute notice) to:

Chris Graebe
Morningstar Law Group
434 Fayetteville St., Suite 2200
Raleigh, NC 27601
cgraebe@morningstarlawgroup.com

Associated Pharmacies, Inc.; American Associated Pharmacies

Clint King
President
Associated Pharmacies, Inc.
211 Lonnie E. Crawford Blvd.
Scottsboro, AL 35769
clint@apirx.com

With a copy (which shall not constitute notice) to:

Carl S. Burkhalter
S. Reeves Jordan
Maynard Nexsen P.C.
1901 Sixth Ave. N., Suite 1700
Birmingham, AL 35203
cburkhalter@maynardnexsen.com
rejordan@maynardnexsen.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.O.

P. Consent to Jurisdiction. The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasers) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

Q. Resolution of Disputes; Retention of Exclusive Jurisdiction. Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

R. Choice of Law. This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

S. No Waiver. No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. Preservation of Privilege. Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. Duty Not to Encourage Non-Participation. Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

V. Tax Cooperation and Reporting.

1. Upon request by any Remnant Defendant, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Remnant Defendant to establish the statements set forth in Section III.B. to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.
3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.
4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant’s portion of the Pooled Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.
5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releasor as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

PLAINTIFFS' SETTLEMENT COUNSEL

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

MORRIS & DICKSON CO., L.L.C.

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

UNITED NATURAL FOODS, INC.

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**LOUISIANA WHOLESALE DRUG
COMPANY, INC.**

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

J M SMITH CORPORATION

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

ASSOCIATED PHARMACIES, INC.

Date: _____

By: _____

Printed Name: _____

Title: _____

**AMERICAN ASSOCIATED
PHARMACIES**

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**NORTH CAROLINA MUTUAL
WHOLESALE DRUG COMPANY, INC.**

Date: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT D

List of Opioid Remediation Uses

Schedule A

Core Strategies

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES
 - 1. Expand³ training for first responders, schools, community support groups and families; and
 - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

- B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT
 - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

- C. PREGNANT & POSTPARTUM WOMEN

³ As used in this Exhibit D, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co- occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant- need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre- arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B
Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

| |
|----------------------------|
| PART ONE: TREATMENT |
|----------------------------|

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:⁴

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

⁴ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co- occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—**OD** and any co-occurring **SUD/MH** conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for **OD** and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for **OD** treatment.
2. Fund **SBIRT** programs to reduce the transition from use to disorders, including **SBIRT** services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of **SBIRT** in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of **SBIRT** and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin **MAT** in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for **MAT**, recovery case management or support services.
7. Support hospital programs that transition persons with **OD** and any co-occurring **SUD/MH** conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with **OD** and any co-occurring **SUD/MH** conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children’s Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

| |
|----------------------|
| PART TWO: PREVENTION |
|----------------------|

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience

OD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

| |
|-------------------------------------|
| PART THREE: OTHER STRATEGIES |
|-------------------------------------|

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT G

**Six (6) Remnant Defendants’
Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

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

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

Agenda: 04/07/2026
Item: 14
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: April 7, 2026
Subject: Approval of Change Order No. 5 and Amendment No. 3 to Construction Contract with Diversified Construction for the ARPA Well Field Rehabilitation and Improvements Project

BACKGROUND

The City of Bethany received a direct appropriation from the state legislature for the purpose of increasing water production and capacity, to make improvements to the wells and well field in the City of Bethany.

On February 21, 2023, City Council approved the contract for Engineering services and design to TEIM Design. On March 19, 2024 the City Council awarded the construction contract to Diversified Construction in the amount of \$3,675,455.00

The scope of Change Order No. 5 is for additional work required for a service tap, frost free hydrant, insulated hut to prevent freezing, as well as 76 automated meters to be delivered to Public Works for their installation throughout the water system as needed in the amount of \$43,405.90. Amendment No. 3 is for reconciliation of as-built quantities for the project in the deduct amount of \$28,188.00 for a total increased amount of \$15,217.90 on the project.

The revised contract amount is \$3,947,999.55.

RECOMMENDATION

1. Approval of Change Order No. 5 and Amendment No. 3 to construction contract for the ARPA Well Field Rehabilitation and Improvements Project in the amount of \$15,217.90.

ADDITIONAL COMMENTS

This project is funded through ARPA grants.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 20, 2025

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

Re: Well Field Rehabilitation and Improvements
Amendment 3 - Change Order 5

Dear Ms. Gray:

I. SCOPE AND JUSTIFICATION

Amendment No. 3 reconciles quantities for project completion.

Change Order No. 5 adds a pay item to add a service line tap and hydrant for water quality testing. Pay items include service tap, frost free hydrant, insulated hut and steel bollards. This work is an addition to the awarded contract and an increase to the contract amount. Change Order No. 5 also adds a pay item for 76 water meters to be delivered to Public Works for their storage and installation as needed. Change Order No. 5 also deducts cost from Base Bid Item 42 Bid Allowance for unused funds.

II. COST ESTIMATE

| | |
|----------------------------------|-------------------------------------|
| Original Base Bid Amount: | \$3,292,732.40 |
| Original Alternate 1 Amount: | \$630,298.50 |
| Original Alternate 2 Amount: | \$1,069,713.40 |
| Original Contract Amount: | \$4,992,744.30 |
| Base Bid Deduct Amendment No. 1: | (\$796,162.50) |
| Alternate No. 2 Amendment No. 1: | (\$521,126.80) |
| Change Order No. 1: | \$75,491.55 (1.51% Increase) |
| Amendment No. 2: | \$32,144.10 |
| Change Order No. 2: | \$28,420.99 (0.57% Increase) |
| Change Order No. 3: | \$46,520.00 (0.93% Increase) |
| Change Order No. 4: | \$74,750.00 (1.50% Increase) |
| Amendment No. 3: | (\$28,188.00) |
| <u>Change Order No. 5:</u> | <u>\$43,405.90 (0.87% Increase)</u> |
| Revised Contract Amount: | \$3,947,999.55 |

The above and foregoing is hereby accepted on this 20th day of March 2026 and the undersigned agrees to perform the work as indicated in this Change Order No. 5 with said adjustments in the contract sum.

Diversified Construction

Name and Title

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act. The prices shown for the Change Order were established by negotiation and appear to be fair and reasonable.


Patrick Garrett, P.E.



City Attorney

APPROVED by Council of the City of Bethany this ____ day of _____, 2026.

ATTEST:

CITY CLERK

MAYOR

ATTACHEMENT A

| CITY OF BETHANY WELL FIELD REHABILITATION AND IMPROVEMENTS (ALTERNATE 1) | | | | | | Amendment 3 Increase | | |
|--|--------------------------|-------|--------------|------------------|--------------------|----------------------|---------------|-------------------------|
| ITEM NO. | DESCRIPTION | UNITS | BID QUANTITY | REVISED QUANTITY | CHANGE OF QUANTITY | Unit Cost | Cost Increase | Revised Contract Amount |
| 12 | 4-INCH X 45° BEND (MJ) | EA | 2 | 3 | 1 | \$ 597.90 | \$ 597.90 | \$ 1,793.70 |
| 13 | MEGALUG 2004PV | EA | 5 | 20 | 15 | \$ 378.20 | \$ 5,673.00 | \$ 7,564.00 |
| 22 | 8-INCH X 8-INCH WYE (MJ) | EA | 1 | 2 | 1 | \$ 1,208.00 | \$ 1,208.00 | \$ 2,416.00 |
| Alternate No. 1 Total | | | | | | \$ | \$ 7,478.90 | |

| CITY OF BETHANY WELL FIELD REHABILITATION AND IMPROVEMENTS (BASE BID) | | | | | | Amendment 3 Deduct | | |
|---|---------------------------|-------|--------------|------------------|--------------------|--------------------|---------------|-------------------------|
| ITEM NO. | DESCRIPTION | UNITS | BID QUANTITY | REVISED QUANTITY | CHANGE OF QUANTITY | Unit Cost | Cost Decrease | Revised Contract Amount |
| 9 | 4-INCH X 45° BEND (MJ) | EA | 3 | 2 | (1) | \$ 604.00 | \$ (604.00) | \$ 1,208.00 |
| 15 | 6-INCH X 11.25° BEND (MJ) | EA | 3 | 2 | (1) | \$ 667.00 | \$ (667.00) | \$ 1,334.00 |
| 22 | 8-INCH X 45° BEND (MJ) | EA | 9 | 6 | (3) | \$ 773.10 | \$ (2,319.30) | \$ 4,638.60 |
| 24 | 8-INCH X 11.25° BEND (MJ) | EA | 5 | 3 | (2) | \$ 738.00 | \$ (1,476.00) | \$ 2,214.00 |
| 26 | MEGALUG 2008PV | EA | 35 | 33 | (2) | \$ 474.70 | \$ (949.40) | \$ 15,665.10 |
| Base Bid Total Deduct | | | | | | \$ | \$ (6,015.70) | |

| CITY OF BETHANY WELL FIELD REHABILITATION AND IMPROVEMENTS (ALTERNATE NO. 1) | | | | | | Amendment 3 Deduct | | |
|--|---|-------|--------------|------------------|--------------------|--------------------|----------------|-------------------------|
| ITEM NO. | DESCRIPTION | UNITS | BID QUANTITY | REVISED QUANTITY | CHANGE OF QUANTITY | Unit Cost | Cost Decrease | Revised Contract Amount |
| 11 | 4-INCH WATERLINE (PVC) AWWA C900 (DR14) | LF | 160 | 67 | (93) | \$ 72.80 | \$ (6,770.40) | \$ 4,877.60 |
| 14 | 6-INCH WATERLINE (PVC) AWWA C900 (DR14) | LF | 220 | 36 | (184) | \$ 95.20 | \$ (17,516.80) | \$ 3,427.20 |
| 17 | 6-INCH SOLID SLEEVE | EA | 5 | 3 | (2) | \$ 602.70 | \$ (1,205.40) | \$ 1,808.10 |
| 23 | MEGALUG 2008PV | EA | 6 | 0 | (6) | \$ 474.70 | \$ (2,848.20) | \$ - |
| Alternate No. 1 Total Deduct | | | | | | \$ | \$ (28,340.80) | |

| CITY OF BETHANY WELL FIELD REHABILITATION AND IMPROVEMENTS (ALTERNATE NO. 2) | | | | | | Amendment 3 Deduct | | |
|--|---|-------|--------------|------------------|--------------------|--------------------|----------------|-------------------------|
| ITEM NO. | DESCRIPTION | UNITS | BID QUANTITY | REVISED QUANTITY | CHANGE OF QUANTITY | Unit Cost | Cost Decrease | Revised Contract Amount |
| 10 | 4-INCH WATERLINE (PVC) AWWA C900 (DR14) | LF | 75 | 57 | (18) | \$ 72.80 | \$ (1,310.40) | \$ 4,149.60 |
| Alternate No. 2 Total Deduct | | | | | | \$ | \$ (1,310.40) | |
| Amendment 3 Total | | | | | | \$ | \$ (28,188.00) | |

| CITY OF BETHANY WELL FIELD REHABILITATION AND IMPROVEMENTS | | | Change Order No. 05 (INCREASE) | | |
|--|---------------------------------|-------|--------------------------------|--------------|---------------------|
| ITEM NO. | DESCRIPTION | UNITS | Quantity | Unit Cost | Total Cost |
| CO 5.1 | 6-Inch Insertion Valve | EA | 1 | \$ 10,367.50 | \$ 10,367.50 |
| CO 5.2 | Well No. 2 Tap and Test Hydrant | LSUM | 1 | \$ 5,940.00 | \$ 5,940.00 |
| CO 5.3 | Neptune Mach 10 Water Meters | EA | 76 | \$ 525.33 | \$ 39,924.77 |
| Change Order Total Increase | | | | | \$ 56,232.27 |

| CITY OF BETHANY WELL FIELD REHABILITATION AND IMPROVEMENTS | | | Change Order No. 05 (DEDUCT) | | |
|--|--|-------|------------------------------|--------------|-----------------------|
| ITEM NO. | DESCRIPTION | UNITS | Quantity | Unit Cost | Total Cost |
| CO 5.4 | CO 1.2 6-Inch Cap | EA | -1 | \$ 202.00 | \$ (202.00) |
| CO 5.5 | CO 1.3 6-Inch x 6-Inch Wye | EA | -2 | \$ 723.21 | \$ (1,446.42) |
| CO 5.6 | CO 1.7 8-inch Solid Sleeve | EA | -1 | \$ 587.95 | \$ (587.95) |
| CO 5.7 | Base Bid Item 42 - Bid Allowance Unit Cost Reduction | LSUM | -1 | \$ 10,590.00 | \$ (10,590.00) |
| Change Order Total Deduction | | | | | \$ (12,826.37) |

Change Order 5 T \$ 43,405.90

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: April 7, 2026
Subject: Approval of Construction Contract with Parathon Construction, LLC for the NW 35th Street from College to Mueller and Mueller from NW 35th Street to south of NW 34th Street pavement reconstruction as well as new sidewalk on the west side of College from NW 34th to NW 35th.

BACKGROUND

The City recently completed a sidewalk project on NW 34th from Peniel to College. The proposed project will continue the sidewalk from NW 34th to NW 35th along the west side of College to provide safe pedestrian access to the All-Abilities playground, Library, YMCA, future veterans monument, and city complex.

The existing pavement on NW 35th adjacent to the Library complex from College to Mueller will also be removed and replaced as well as the pavement on Mueller from NW 35th to south of NW 34th adjacent to the Library and All-Abilities Playground.

On November 4, 2025 the City of Bethany entered into a contract for engineering and design services with TEIM Design.

Bids were opened March 24, 2026. City Staff and Engineers recommend award to Parathon Construction, LLC in the amount of \$488,487.85.

RECOMMENDATION

1. Approval of Construction Contract with Parathon Construction, LLC for the NW 35th Street from College to Mueller and Mueller from NW 35th to south of NW 34th street reconstruction, and sidewalk along the west side of College from NW 34th to NW 35th in the amount of \$488,487.85.

ADDITIONAL COMMENTS

Funding from 2016 Library Bond.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 31, 2026

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

Re: NW 35th Street Pavement Reconstruction, Sidewalk from NW 34th to NW 35th on College
and Pavement Reconstruction of Mueller from NW 35th to South of NW 34th

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, March 24, 2026, and all bid bonds and affidavits were found to be in order. All the bids were tabulated from the detailed bid forms as follows:

| | |
|----------------------------|--------------|
| Parathon Construction, LLC | \$488,487.85 |
| Arroyos Concrete, LLC | \$522,227.00 |
| All Roads Paving, Inc. | \$550,070.04 |
| SAC Services, Inc. | \$508,871.00 |
| EMC Services, LLC | \$611,805.50 |
| Schwarz Paving Co. | \$619,867.00 |
| CGC, LLC | \$619,895.00 |
| Rudy Construction Co. | \$641,461.00 |
| Connelly Paving Co. | \$649,730.00 |
| Engineer's Estimate | \$659,617.00 |

Therefore, we recommend the award of the contract to Parathon, LLC for the total bid price in the amount of \$488,487.85.

Respectfully Submitted,

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 7th day of April, 2026, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Parathon Construction, LLC a(n) LLC, hereinafter called "Contractor."

WITNESSETH:

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

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

NW 35TH STREET PAVEMENT RECONSTRUCTION, SIDEWALK FROM NW 34TH TO NW 35TH ON COLLEGE AND PAVEMENT RECONSTRUCTION OF MUELLER FROM NW 35TH TO SOUTH OF NW 34TH

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

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

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

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

Four hundred eighty eight thousand four hundred eighty seven and 85/100 Dollars (\$488,487.85).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."

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

8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

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

If to Contractor:

Parathon Construction, LLC
PO Box 1287
Edmond, OK 73083

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

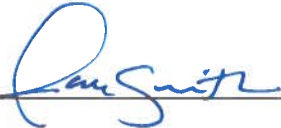
Approved as to form:

City Attorney

Date: _____

Parathon Construction, LLC,
Contractor

a(n) LLC



Signature
James R Smith

Printed Name
President

Title

ATTEST:

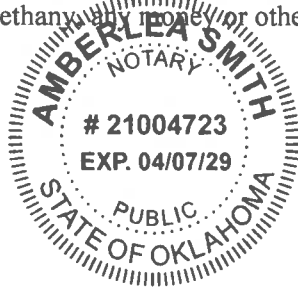


Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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



Signature
James R Smith - President
Printed Name/Title

Subscribed and sworn to before me this 26th day of March, 2026.

(SEAL)

Notary Public

My Commission Expires: _____
My Commission Number: _____

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Parathon Construction LLC, as Principal, and Hudson Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Four hundred eighty eight thousand four hundred eighty seven dollars and eighty five cents (\$488,487.85) 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 7th day of April, A.D., 2026.

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

NW 35TH STREET PAVEMENT RECONSTRUCTION, SIDEWALK FROM NW 34TH TO NW 35TH ON COLLEGE AND PAVEMENT RECONSTRUCTION OF MUELLER FROM NW 35TH TO SOUTH OF NW 34TH

CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the 7th day of April, 2026, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Parathon Construction, LLC

ATTEST:



Secretary

By 

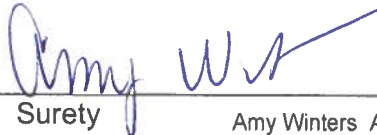
Principal James R. Smith

Hudson Insurance Company

ATTEST:



Secretary

By 

Surety Amy Winters Attorney-In-Fact

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

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Parathon Construction, LLC, as Principal, and Hudson 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 Four hundred eighty eight thousand four hundred eighty seven dollars and eighty five cents (\$488,487.85), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (4) years for the sum of Seventy three thousand two hundred seventy three dollars and eighteen cents (\$73,273.18), 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 7th day of April, A.D., 2026.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Parathon Construction, LLC and the CITY OF BETHANY dated this 7th day of April, 2026, agreed to construct in the City of Bethany:

NW 35TH STREET PAVEMENT RECONSTRUCTION, SIDEWALK FROM NW 34TH TO NW 35TH ON COLLEGE AND PAVEMENT RECONSTRUCTION OF MUELLER FROM NW 35TH TO SOUTH OF NW 34TH

BETHANY, OKLAHOMA

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

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

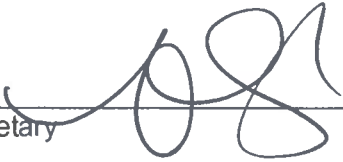
It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **five (5) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined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

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

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

Parathon Construction, LLC

ATTEST:



Secretary

By 

Principal James R. Smith

Hudson Insurance Company

ATTEST:



Secretary

By 

Surety Amy Winters Attorney-In-Fact

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

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Parathon Construction, LLC, as Principal, and Hudson Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Four hundred eighty eight thousand four hundred eighty seven dollars and eighty five cents (\$488,487.85), 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 7th day of April, A.D., 2026.

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

NW 35TH STREET PAVEMENT RECONSTRUCTION, SIDEWALK FROM NW 34TH TO NW 35TH ON COLLEGE AND PAVEMENT RECONSTRUCTION OF MUELLER FROM NW 35TH TO SOUTH OF NW 34TH

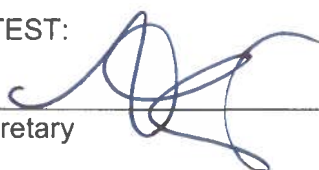
CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the 7th day of April, 2026, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

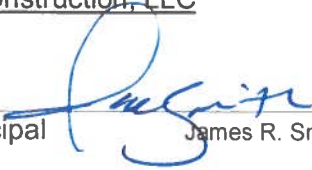
NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such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


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

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

ATTEST:


Secretary

Parathon Construction, LLC
By 
Principal James R. Smith

ATTEST:


Secretary

Hudson Insurance Company
By 
Surety Amy Winters Attorney-In-Fact

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

City Attorney



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Barry Lynn Herring, Amy Winters, Neleigh Michele Herring
of the State of Oklahoma

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.



(Corporate seal)

[Signature of Dina Daskalakis]

Attest... Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

[Signature of Andrew A. Dickson]

By... Andrew A. Dickson
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature of Ann M. Murphy]

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of April, 20 24.

(Corporate seal)



[Signature of Dina Daskalakis]

By... Dina Daskalakis, Corporate Secretary

| Summary of Pay Quantities | | | | | Parathon Construction LLC | | Arroyos Concrete LLC | |
|---------------------------|--------|--|------------------|----------|---------------------------|--------------|----------------------|--------------|
| Item No | Code | Description | UOM | Quantity | Unit Cost | Total Cost | Unit Cost | Total Cost |
| 1 | 109-03 | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION | Lump-Sum | 1.00 | \$300.00 | \$300.00 | \$1,000.00 | \$1,000.00 |
| 2 | 109-05 | SEDIMENT AND EROSION CONTROL | Lump-Sum | 1.00 | \$500.00 | \$500.00 | \$4,000.00 | \$4,000.00 |
| 3 | 200.A | UNCLASSIFIED EXCAVATION | Cubic Yard | 1,550.00 | \$12.00 | \$18,600.00 | \$10.00 | \$15,500.00 |
| 4 | 225.A | AGGREGATE BASE | Cubic Yard | 800.00 | \$49.00 | \$39,200.00 | \$70.00 | \$56,000.00 |
| 5 | 314.A | P.C. CONCRETE PAVEMENT (INCLUDES PLACEMENT AND CONCRETE) | Square Yard | 4,030.00 | \$74.00 | \$298,220.00 | \$65.00 | \$261,950.00 |
| 6 | 450.A | (INLET) STORM SEWER (DESIGN 2-2) | Each | 1.00 | \$3,000.00 | \$3,000.00 | \$6,000.00 | \$6,000.00 |
| 7 | 722.E | TRAFFIC STRIPE (PLASTIC) (24" WIDE) | Linear Foot/Feet | 60.00 | \$75.00 | \$4,500.00 | \$66.00 | \$3,960.00 |
| 8 | 801.A | CONSTRUCTION STAKING (CONSTRUCTION SURVEY) | Lump-Sum | 1.00 | \$3,350.00 | \$3,350.00 | \$11,138.00 | \$11,138.00 |
| 9 | 802.A | CONSTRUCTION SIGNING AND TRAFFIC CONTROL | Lump-Sum | 1.00 | \$4,800.00 | \$4,800.00 | \$11,000.00 | \$11,000.00 |
| 10 | 809.A | MOBILIZATION (SP) | Lump-Sum | 1.00 | \$14,500.00 | \$14,500.00 | \$24,900.00 | \$24,900.00 |
| 11 | 811.A | STRUCTURE REMOVAL (INLET) | Each | 1.00 | \$800.00 | \$800.00 | \$600.00 | \$600.00 |
| 12 | 811.A | REMOVE AND REPLACE MAILBOX (BRICK) | Each | 3.00 | \$1,200.00 | \$3,600.00 | \$1,500.00 | \$4,500.00 |
| 13 | 811.A | REMOVE AND REPLACE MAILBOX | Each | 1.00 | \$300.00 | \$300.00 | \$650.00 | \$650.00 |
| 14 | 811.A | REMOVE AND RESET SIGN | Each | 3.00 | \$150.00 | \$450.00 | \$250.00 | \$750.00 |
| 15 | 811.A | REMOVE TREE | Each | 1.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 16 | 812.A | PAVEMENT REMOVAL (ASPHALT PARKING LOT) | Square Yard | 26.00 | \$10.00 | \$260.00 | \$12.00 | \$312.00 |
| 17 | 812.A | PAVEMENT REMOVAL (CONCRETE) | Square Yard | 3,919.00 | \$7.50 | \$29,392.50 | \$10.00 | \$39,190.00 |
| 18 | 812.B | SIDEWALK REMOVAL (CONCRETE) | Square Yard | 11.00 | \$25.00 | \$275.00 | \$10.00 | \$110.00 |
| 19 | 812.C | DRIVEWAY REMOVAL (ASPHALT) | Square Yard | 36.00 | \$6.00 | \$216.00 | \$12.00 | \$432.00 |
| 20 | 812.C | DRIVEWAY REMOVAL (CONCRETE) | Square Yard | 212.00 | \$20.00 | \$4,240.00 | \$10.00 | \$2,120.00 |
| 21 | 812.D | CURB AND GUTTER REMOVAL | Linear Foot/Feet | 1,450.00 | \$4.00 | \$5,800.00 | \$10.00 | \$14,500.00 |
| 22 | 820.A | SAW CUT PAVEMENT (CONCRETE) | Linear Foot/Feet | 1,811.00 | \$2.35 | \$4,255.85 | \$5.00 | \$9,055.00 |
| 23 | 823.A | SIDEWALK (4 INCH) | Square Yard | 230.00 | \$60.00 | \$13,800.00 | \$60.00 | \$13,800.00 |
| 24 | 823.B | DRIVEWAY (6 INCH) | Square Yard | 248.00 | \$74.00 | \$18,352.00 | \$70.00 | \$17,360.00 |
| 25 | 823.D | TACTILE WARNING DEVICE | Square Foot/Feet | 12.00 | \$35.00 | \$420.00 | \$35.00 | \$420.00 |
| 26 | 829.A | CURB AND GUTTER | Linear Foot/Feet | 28.00 | \$48.00 | \$1,344.00 | \$35.00 | \$980.00 |
| 27 | 829.B | INTEGRAL CURB | Linear Foot/Feet | 1,450.00 | \$7.25 | \$10,512.50 | \$10.00 | \$14,500.00 |
| 28 | 840.A | SOLID SLAB SODDING | Square Yard | 1,000.00 | \$6.00 | \$6,000.00 | \$6.00 | \$6,000.00 |

Total \$488,487.85 \$522,227.00

| Summary of Pay Quantities | | | | | All Roads Paving Inc | | SAC Services Inc | | EMC Services LLC | |
|---------------------------|--------|--|------------------|----------|----------------------|--------------|------------------|--------------|------------------|--------------|
| Item No | Code | Description | UOM | Quantity | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| 1 | 109-03 | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION | Lump-Sum | 1.00 | \$1,370.00 | \$1,370.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 |
| 2 | 109-05 | SEDIMENT AND EROSION CONTROL | Lump-Sum | 1.00 | \$6,850.00 | \$6,850.00 | \$3,100.00 | \$3,100.00 | \$3,500.00 | \$3,500.00 |
| 3 | 200.A | UNCLASSIFIED EXCAVATION | Cubic Yard | 1,550.00 | \$21.80 | \$33,790.00 | \$10.00 | \$15,500.00 | \$18.00 | \$27,900.00 |
| 4 | 225.A | AGGREGATE BASE | Cubic Yard | 800.00 | \$70.20 | \$56,160.00 | \$76.00 | \$60,800.00 | \$75.00 | \$60,000.00 |
| 5 | 314.A | P.C. CONCRETE PAVEMENT (INCLUDES PLACEMENT AND CONCRETE) | Square Yard | 4,030.00 | \$51.90 | \$209,157.00 | \$80.00 | \$322,400.00 | \$77.00 | \$310,310.00 |
| 6 | 450.A | (INLET) STORM SEWER (DESIGN 2-2) | Each | 1.00 | \$5,012.83 | \$5,012.83 | \$5,400.00 | \$5,400.00 | \$8,100.00 | \$8,100.00 |
| 7 | 722.E | TRAFFIC STRIPE (PLASTIC) (24" WIDE) | Linear Foot/Feet | 60.00 | \$72.00 | \$4,320.00 | \$66.00 | \$3,960.00 | \$66.00 | \$3,960.00 |
| 8 | 801.A | CONSTRUCTION STAKING (CONSTRUCTION SURVEY) | Lump-Sum | 1.00 | \$3,425.00 | \$3,425.00 | \$6,500.00 | \$6,500.00 | \$10,000.00 | \$10,000.00 |
| 9 | 802.A | CONSTRUCTION SIGNING AND TRAFFIC CONTROL | Lump-Sum | 1.00 | \$10,935.00 | \$10,935.00 | \$10,500.00 | \$10,500.00 | \$10,300.00 | \$10,300.00 |
| 10 | 809.A | MOBILIZATION (SP) | Lump-Sum | 1.00 | \$12,733.03 | \$12,733.03 | \$12,000.00 | \$12,000.00 | \$21,000.00 | \$21,000.00 |
| 11 | 811.A | STRUCTURE REMOVAL (INLET) | Each | 1.00 | \$4,795.00 | \$4,795.00 | \$695.00 | \$695.00 | \$1,200.00 | \$1,200.00 |
| 12 | 811.A | REMOVE AND REPLACE MAILBOX (BRICK) | Each | 3.00 | \$2,397.50 | \$7,192.50 | \$1,100.00 | \$3,300.00 | \$4,000.00 | \$12,000.00 |
| 13 | 811.A | REMOVE AND REPLACE MAILBOX | Each | 1.00 | \$479.50 | \$479.50 | \$250.00 | \$250.00 | \$1,200.00 | \$1,200.00 |
| 14 | 811.A | REMOVE AND RESET SIGN | Each | 3.00 | \$342.50 | \$1,027.50 | \$350.00 | \$1,050.00 | \$400.00 | \$1,200.00 |
| 15 | 811.A | REMOVE TREE | Each | 1.00 | \$3,425.00 | \$3,425.00 | \$750.00 | \$750.00 | \$3,800.00 | \$3,800.00 |
| 16 | 812.A | PAVEMENT REMOVAL (ASPHALT PARKING LOT) | Square Yard | 26.00 | \$7.66 | \$199.16 | \$12.00 | \$312.00 | \$12.00 | \$312.00 |
| 17 | 812.A | PAVEMENT REMOVAL (CONCRETE) | Square Yard | 3,919.00 | \$7.66 | \$30,019.54 | \$12.50 | \$48,987.50 | \$12.00 | \$47,028.00 |
| 18 | 812.B | SIDEWALK REMOVAL (CONCRETE) | Square Yard | 11.00 | \$7.66 | \$84.26 | \$12.00 | \$132.00 | \$12.00 | \$132.00 |
| 19 | 812.C | DRIVEWAY REMOVAL (ASPHALT) | Square Yard | 36.00 | \$7.66 | \$275.76 | \$15.00 | \$540.00 | \$12.00 | \$432.00 |
| 20 | 812.C | DRIVEWAY REMOVAL (CONCRETE) | Square Yard | 212.00 | \$32.88 | \$6,970.56 | \$13.00 | \$2,756.00 | \$12.00 | \$2,544.00 |
| 21 | 812.D | CURB AND GUTTER REMOVAL | Linear Foot/Feet | 1,450.00 | \$23.29 | \$33,770.50 | \$10.00 | \$14,500.00 | \$10.00 | \$14,500.00 |
| 22 | 820.A | SAW CUT PAVEMENT (CONCRETE) | Linear Foot/Feet | 1,811.00 | \$8.22 | \$14,886.42 | \$3.50 | \$6,338.50 | \$2.50 | \$4,527.50 |
| 23 | 823.A | SIDEWALK (4 INCH) | Square Yard | 230.00 | \$125.82 | \$28,938.60 | \$72.00 | \$16,560.00 | \$62.00 | \$14,260.00 |
| 24 | 823.B | DRIVEWAY (6 INCH) | Square Yard | 248.00 | \$112.86 | \$27,989.28 | \$85.00 | \$21,080.00 | \$75.00 | \$18,600.00 |
| 25 | 823.D | TACTILE WARNING DEVICE | Square Foot/Feet | 12.00 | \$34.25 | \$411.00 | \$40.00 | \$480.00 | \$35.00 | \$420.00 |
| 26 | 829.A | CURB AND GUTTER | Linear Foot/Feet | 28.00 | \$44.70 | \$1,251.60 | \$35.00 | \$980.00 | \$35.00 | \$980.00 |
| 27 | 829.B | INTEGRAL CURB | Linear Foot/Feet | 1,450.00 | \$26.98 | \$39,121.00 | \$10.00 | \$14,500.00 | \$18.00 | \$26,100.00 |
| 28 | 840.A | SOLID SLAB SODDING | Square Yard | 1,000.00 | \$5.48 | \$5,480.00 | \$5.00 | \$5,000.00 | \$5.00 | \$5,000.00 |

\$550,070.04

\$580,871.00

\$611,805.50

| Summary of Pay Quantities | | | | | Schwarz paving Co | | CGC LLC | | Rudy Construction Co | |
|---------------------------|--------|--|------------------|----------|-------------------|--------------|-------------|--------------|----------------------|--------------|
| Item No | Code | Description | UOM | Quantity | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| 1 | 109-03 | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION | Lump-Sum | 1.00 | \$1,500.00 | \$1,500.00 | \$900.00 | \$900.00 | \$500.00 | \$500.00 |
| 2 | 109-05 | SEDIMENT AND EROSION CONTROL | Lump-Sum | 1.00 | \$2,000.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$3,500.00 | \$3,500.00 |
| 3 | 200.A | UNCLASSIFIED EXCAVATION | Cubic Yard | 1,550.00 | \$27.00 | \$41,850.00 | \$27.00 | \$41,850.00 | \$20.00 | \$31,000.00 |
| 4 | 225.A | AGGREGATE BASE | Cubic Yard | 800.00 | \$62.00 | \$49,600.00 | \$120.00 | \$96,000.00 | \$90.00 | \$72,000.00 |
| 5 | 314.A | P.C. CONCRETE PAVEMENT (INCLUDES PLACEMENT AND CONCRETE) | Square Yard | 4,030.00 | \$79.50 | \$320,385.00 | \$62.00 | \$249,860.00 | \$80.00 | \$322,400.00 |
| 6 | 450.A | (INLET) STORM SEWER (DESIGN 2-2) | Each | 1.00 | \$4,200.00 | \$4,200.00 | \$6,500.00 | \$6,500.00 | \$8,500.00 | \$8,500.00 |
| 7 | 722.E | TRAFFIC STRIPE (PLASTIC) (24" WIDE) | Linear Foot/Feet | 60.00 | \$20.00 | \$1,200.00 | \$80.00 | \$4,800.00 | \$55.00 | \$3,300.00 |
| 8 | 801.A | CONSTRUCTION STAKING (CONSTRUCTION SURVEY) | Lump-Sum | 1.00 | \$10,000.00 | \$10,000.00 | \$7,500.00 | \$7,500.00 | \$8,000.00 | \$8,000.00 |
| 9 | 802.A | CONSTRUCTION SIGNING AND TRAFFIC CONTROL | Lump-Sum | 1.00 | \$8,000.00 | \$8,000.00 | \$12,000.00 | \$12,000.00 | \$10,000.00 | \$10,000.00 |
| 10 | 809.A | MOBILIZATION (SP) | Lump-Sum | 1.00 | \$30,000.00 | \$30,000.00 | \$40,000.00 | \$40,000.00 | \$30,000.00 | \$30,000.00 |
| 11 | 811.A | STRUCTURE REMOVAL (INLET) | Each | 1.00 | \$1,200.00 | \$1,200.00 | \$1,250.00 | \$1,250.00 | \$1,200.00 | \$1,200.00 |
| 12 | 811.A | REMOVE AND REPLACE MAILBOX (BRICK) | Each | 3.00 | \$1,000.00 | \$3,000.00 | \$750.00 | \$2,250.00 | \$1,200.00 | \$3,600.00 |
| 13 | 811.A | REMOVE AND REPLACE MAILBOX | Each | 1.00 | \$500.00 | \$500.00 | \$150.00 | \$150.00 | \$250.00 | \$250.00 |
| 14 | 811.A | REMOVE AND RESET SIGN | Each | 3.00 | \$250.00 | \$750.00 | \$150.00 | \$450.00 | \$250.00 | \$750.00 |
| 15 | 811.A | REMOVE TREE | Each | 1.00 | \$2,000.00 | \$2,000.00 | \$750.00 | \$750.00 | \$1,200.00 | \$1,200.00 |
| 16 | 812.A | PAVEMENT REMOVAL (ASPHALT PARKING LOT) | Square Yard | 26.00 | \$20.00 | \$520.00 | \$15.00 | \$390.00 | \$12.00 | \$312.00 |
| 17 | 812.A | PAVEMENT REMOVAL (CONCRETE) | Square Yard | 3,919.00 | \$12.00 | \$47,028.00 | \$15.00 | \$58,785.00 | \$12.00 | \$47,028.00 |
| 18 | 812.B | SIDEWALK REMOVAL (CONCRETE) | Square Yard | 11.00 | \$20.00 | \$220.00 | \$15.00 | \$165.00 | \$12.00 | \$132.00 |
| 19 | 812.C | DRIVEWAY REMOVAL (ASPHALT) | Square Yard | 36.00 | \$15.00 | \$540.00 | \$15.00 | \$540.00 | \$12.00 | \$432.00 |
| 20 | 812.C | DRIVEWAY REMOVAL (CONCRETE) | Square Yard | 212.00 | \$15.00 | \$3,180.00 | \$15.00 | \$3,180.00 | \$12.00 | \$2,544.00 |
| 21 | 812.D | CURB AND GUTTER REMOVAL | Linear Foot/Feet | 1,450.00 | \$10.00 | \$14,500.00 | \$15.00 | \$21,750.00 | \$12.00 | \$17,400.00 |
| 22 | 820.A | SAW CUT PAVEMENT (CONCRETE) | Linear Foot/Feet | 1,811.00 | \$4.00 | \$7,244.00 | \$5.00 | \$9,055.00 | \$3.00 | \$5,433.00 |
| 23 | 823.A | SIDEWALK (4 INCH) | Square Yard | 230.00 | \$65.00 | \$14,950.00 | \$65.00 | \$14,950.00 | \$85.00 | \$19,550.00 |
| 24 | 823.B | DRIVEWAY (6 INCH) | Square Yard | 248.00 | \$80.00 | \$19,840.00 | \$100.00 | \$24,800.00 | \$100.00 | \$24,800.00 |
| 25 | 823.D | TACTILE WARNING DEVICE | Square Foot/Feet | 12.00 | \$45.00 | \$540.00 | \$45.00 | \$540.00 | \$40.00 | \$480.00 |
| 26 | 829.A | CURB AND GUTTER | Linear Foot/Feet | 28.00 | \$40.00 | \$1,120.00 | \$35.00 | \$980.00 | \$50.00 | \$1,400.00 |
| 27 | 829.B | INTEGRAL CURB | Linear Foot/Feet | 1,450.00 | \$20.00 | \$29,000.00 | \$10.00 | \$14,500.00 | \$15.00 | \$21,750.00 |
| 28 | 840.A | SOLID SLAB SODDING | Square Yard | 1,000.00 | \$5.00 | \$5,000.00 | \$5.00 | \$5,000.00 | \$4.00 | \$4,000.00 |

\$619,867.00

\$619,895.00

\$641,461.00

| Summary of Pay Quantities | | | | | Connelly Paving Co | | Engineer Estimate | |
|---------------------------|--------|--|------------------|----------|--------------------|--------------|-------------------|--------------|
| Item No | Code | Description | UOM | Quantity | Unit Cost | Total Cost | Unit Cost | Total Cost |
| 1 | 109-03 | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION | Lump-Sum | 1.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| 2 | 109-05 | SEDIMENT AND EROSION CONTROL | Lump-Sum | 1.00 | \$4,150.00 | \$4,150.00 | \$2,000.00 | \$2,000.00 |
| 3 | 200.A | UNCLASSIFIED EXCAVATION | Cubic Yard | 1,550.00 | \$23.00 | \$35,650.00 | \$15.00 | \$23,250.00 |
| 4 | 225.A | AGGREGATE BASE | Cubic Yard | 800.00 | \$113.00 | \$90,400.00 | \$95.00 | \$76,000.00 |
| 5 | 314.A | P.C. CONCRETE PAVEMENT (INCLUDES PLACEMENT AND CONCRETE) | Square Yard | 4,030.00 | \$73.00 | \$294,190.00 | \$80.00 | \$322,400.00 |
| 6 | 450.A | (INLET) STORM SEWER (DESIGN 2-2) | Each | 1.00 | \$13,000.00 | \$13,000.00 | \$6,000.00 | \$6,000.00 |
| 7 | 722.E | TRAFFIC STRIPE (PLASTIC) (24" WIDE) | Linear Foot/Feet | 60.00 | \$60.00 | \$3,600.00 | \$15.00 | \$900.00 |
| 8 | 801.A | CONSTRUCTION STAKING (CONSTRUCTION SURVEY) | Lump-Sum | 1.00 | \$15,000.00 | \$15,000.00 | \$4,000.00 | \$4,000.00 |
| 9 | 802.A | CONSTRUCTION SIGNING AND TRAFFIC CONTROL | Lump-Sum | 1.00 | \$13,500.00 | \$13,500.00 | \$10,000.00 | \$10,000.00 |
| 10 | 809.A | MOBILIZATION (SP) | Lump-Sum | 1.00 | \$45,000.00 | \$45,000.00 | \$30,000.00 | \$30,000.00 |
| 11 | 811.A | STRUCTURE REMOVAL (INLET) | Each | 1.00 | \$900.00 | \$900.00 | \$2,000.00 | \$2,000.00 |
| 12 | 811.A | REMOVE AND REPLACE MAILBOX (BRICK) | Each | 3.00 | \$1,650.00 | \$4,950.00 | \$2,000.00 | \$6,000.00 |
| 13 | 811.A | REMOVE AND REPLACE MAILBOX | Each | 1.00 | \$450.00 | \$450.00 | \$500.00 | \$500.00 |
| 14 | 811.A | REMOVE AND RESET SIGN | Each | 3.00 | \$225.00 | \$675.00 | \$100.00 | \$300.00 |
| 15 | 811.A | REMOVE TREE | Each | 1.00 | \$900.00 | \$900.00 | \$4,000.00 | \$4,000.00 |
| 16 | 812.A | PAVEMENT REMOVAL (ASPHALT PARKING LOT) | Square Yard | 26.00 | \$20.00 | \$520.00 | \$15.00 | \$390.00 |
| 17 | 812.A | PAVEMENT REMOVAL (CONCRETE) | Square Yard | 3,919.00 | \$8.00 | \$31,352.00 | \$15.00 | \$58,785.00 |
| 18 | 812.B | SIDEWALK REMOVAL (CONCRETE) | Square Yard | 11.00 | \$20.00 | \$220.00 | \$15.00 | \$165.00 |
| 19 | 812.C | DRIVEWAY REMOVAL (ASPHALT) | Square Yard | 36.00 | \$10.00 | \$360.00 | \$15.00 | \$540.00 |
| 20 | 812.C | DRIVEWAY REMOVAL (CONCRETE) | Square Yard | 212.00 | \$10.00 | \$2,120.00 | \$15.00 | \$3,180.00 |
| 21 | 812.D | CURB AND GUTTER REMOVAL | Linear Foot/Feet | 1,450.00 | \$7.00 | \$10,150.00 | \$15.00 | \$21,750.00 |
| 22 | 820.A | SAW CUT PAVEMENT (CONCRETE) | Linear Foot/Feet | 1,811.00 | \$5.00 | \$9,055.00 | \$7.00 | \$12,677.00 |
| 23 | 823.A | SIDEWALK (4 INCH) | Square Yard | 230.00 | \$98.00 | \$22,540.00 | \$70.00 | \$16,100.00 |
| 24 | 823.B | DRIVEWAY (6 INCH) | Square Yard | 248.00 | \$110.00 | \$27,280.00 | \$90.00 | \$22,320.00 |
| 25 | 823.D | TACTILE WARNING DEVICE | Square Foot/Feet | 12.00 | \$40.00 | \$480.00 | \$80.00 | \$960.00 |
| 26 | 829.A | CURB AND GUTTER | Linear Foot/Feet | 28.00 | \$46.00 | \$1,288.00 | \$50.00 | \$1,400.00 |
| 27 | 829.B | INTEGRAL CURB | Linear Foot/Feet | 1,450.00 | \$10.00 | \$14,500.00 | \$20.00 | \$29,000.00 |
| 28 | 840.A | SOLID SLAB SODDING | Square Yard | 1,000.00 | \$6.50 | \$6,500.00 | \$4.00 | \$4,000.00 |

\$649,730.00

\$659,617.00

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is made and entered into effective as of the _____ day of March, 2026 (“Effective Date”), by and between:

CITY OF BETHANY, OKLAHOMA, an Oklahoma municipal corporation (“Purchaser”),

and

The Melvin L. McClure Revocable Trust Agreement Dated August 27, 1987, by and through its Successor Trustee, Bret Close;

The Estate of Dewey Roy Brown, by and through its authorized representative, Michael Bradd Brown;

The Estate of Donald Irvin Brown, by and through its authorized representative, Michael Bradd Brown; and

The Royce W. Brown Living Trust dated April 6th, 1991, by and through its Successor Co-Trustees, Kenneth Brown, Phil Brown, Patty Jill Harvey, and Lou Ann Myers;

(collectively referred to as “Sellers”).

RECITALS

WHEREAS on the 24th day of March, 1967, the real property contemplated in this Agreement was conveyed to the City of Bethany, an Oklahoma municipal corporation, with a deed restriction accompanied by a reversionary interest, whereby if said real property ever ceased to be used for hospital purposes, title would thereby vest in Royce W. Brown, Donald I. Brown, Roy Brown, and Melvin McClure, said deed being recorded at Book 3464, Page 303 in the Office of the County Clerk of Oklahoma County, Oklahoma;

WHEREAS said property has since ceased to be used as a hospital;

WHEREAS, the Final Decree entered in the probate of the Estate of Melvin L. McClure in the District Court of Oklahoma County, State of Oklahoma, Case No. P-1989-24 ordered that any and all property interests vesting in the name of Melvin L. McClure were decreed to pass to the Melvin L. McClure Revocable Trust Agreement Dated August 27, 1987, Said Decree of Distribution being recorded at Book 7287, Page 1264 in the Office of the County Clerk of Oklahoma County, Oklahoma;

WHEREAS, the Final Decree entered in the probate of the Estate of Royce W. Brown in the District Court of Oklahoma County, State of Oklahoma, Case No. PB-2016-995 ordered that any and all property interests vesting in the name of Royce W. Brown were decreed to pass to the Royce W. Brown Living Trust dated April 6th, 1991, Said Decree of Distribution being recorded at Book

16416, Page 1752 in the Office of the County Clerk of Oklahoma County, Oklahoma;

WHEREAS, the said Michael Bradd Brown is the duly appointed Personal Representative of each of the Estates of Dewey Roy Brown and Donald Irvin Brown, by virtue of his appointment to said position on the 26th day of February, 2026; and

WHEREAS the Sellers hereby wish to Quit Claim any and all interest each Seller may have to said real property, in favor of Purchaser;

1. Agreement to Sell and Purchase: Sellers agree to sell, transfer, and convey to Purchaser, and Purchaser agrees to purchase from Sellers, the real property situated in Oklahoma County, Oklahoma, legally described as follows, to-wit:

A part of the Northwest Quarter (NW/4) of Section Twenty-nine (29), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, more particularly described as follows: BEGINNING at a point in the North line of said Northwest Quarter (NW/4) 685 feet West of the Northeast corner of said Northwest Quarter (NW/4), for the point or place of beginning; thence South and at right angles to the North line of said Northwest Quarter (NW/4) a distance of 50 feet to the point of a curvature; thence to the left along the arc of a curve having a radius of 775.06 feet for a distance of 533.35 feet to a point of a reverse curve; thence to the right along the arc of a curve having a radius of 707.73 feet for a distance of 198.69 feet to a point of a compound tangency; thence Southwesterly and to the right along the arc of a curve having a radius of 329.36 feet for a distance of 134.18 feet to the point of tangency; thence West and parallel with the North line of said Northwest Quarter (NW/4) a distance of 735 feet to the point of a curvature; thence to the right along the arc of a curve, having a radius of 444.71 feet a distance of 89.33 feet to the point of a compound tangency; thence Northeasterly and to the right along the arc of a curve having a radius of 379.86 feet for a distance of 195.56 feet to the point of a reverse curve; thence to the left along the arc of a curve, having a radius of 770.95 feet for a distance of 551.77 feet to a point of tangency; thence North and at right angles to the North line of said Northwest Quarter (NW/4) a distance of 50 feet to a point in the North line of said Northwest Quarter (NW/4), which said point is 1,085 feet West of the Northeast corner of said Northwest Quarter (NW/4); thence East along the North line of said Northwest Quarter (NW/4) a distance of 400 feet to the point of place of beginning;

Together with all improvements, appurtenances, easements, rights-of-way, and hereditaments thereunto belonging (collectively, the "Property").

2. Purchase Price: The total purchase price for the Property shall be Eight Hundred Thousand and ^{NO}/100 Dollars (\$800,000.00) ("Purchase Price").

3. Allocation of Purchase Price Among Sellers: The Purchase Price shall be divided equally among the Estates as follows:

- Estate of Melvin McClure \$200,000.00 (25.00%)
- Estate of Dewey Roy Brown \$200,000.00 (25.00%)
- Estate of Donald Irvin Brown \$200,000.00 (25.00%)
- Estate of Royce Wayne Brown \$200,000.00 (25.00%)

Payment shall be made at Closing by cash, wire transfer, or certified funds to accounts designated by each Seller or its authorized representative.

4. Closing: Closing shall occur on or before the 31st day of March, 2026, or on such other date as the parties may mutually agree in writing (“Closing Date”). Closing shall take place at the Law Offices of Bennett Vernier, PLLC, located at 6116 NW 63rd Street, Warr Acres, OK 73132.

At Closing, Sellers shall each execute and deliver a Quit Claim Deed (or Personal Representative’s deed, where applicable) conveying any and all interest of each Seller to Purchaser. Purchaser shall deliver the Purchase Price as set forth herein. All necessary probate authorizations, court orders, and documentation establishing the authority of the signatories shall be delivered.

5. Title and Authority:

a. Title - Sellers shall convey any and all interest of each Seller to Purchaser, and no Seller is making any representations or guarantees regarding any clouds or encumbrances upon said title.

b. Authority - Each individual signing on behalf of a Seller represents and warrants that he or she has full legal authority to bind the respective Seller and to convey its interest in the Property.

c. Property Taxes - Purchaser has been in possession and use of the Property and has paid property taxes associated therewith. Accordingly, no proration of property taxes shall occur at Closing.

6. Condition of Property: Purchaser acknowledges it has been using the Property and accepts the Property in its present “AS IS, WHERE IS” condition, without warranty by Sellers.

7. Possession: Possession of the Property shall remain with Purchaser and shall not change as a result of Closing.

8. Closing Costs: Purchaser shall pay recording fees and title insurance premiums, if any. Sellers shall pay any costs associated with probate approval or authority documentation, if any. Other customary closing costs, if any, shall be paid by Purchaser.

9. Default: If Purchaser fails to close absent Sellers’ default, Sellers may pursue all remedies available at law or in equity. If Sellers fail to close absent Purchaser’s default, Purchaser may pursue specific performance or other remedies available at law or in equity.

10. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements. Any modification must be in writing and signed by all parties.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

12. Attorney Fees: In the event of any litigation or other legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, and expenses incurred in connection therewith, whether incurred at trial, on appeal, or in bankruptcy proceedings.

13. Force Majeure: Neither party shall be liable for any failure or delay in performance under this Agreement (except for the obligation to pay the Purchase Price at Closing) to the extent such failure or delay is caused by acts of God, fire, flood, severe weather, war, terrorism, governmental action, labor disputes, title defects not caused by the affected party, or other causes beyond the reasonable control of the affected party (“Force Majeure Event”).

The party claiming a Force Majeure Event shall provide written notice to the other party within a reasonable time after the occurrence. The Closing Date shall be extended for a reasonable period necessary to accommodate the delay caused by such Force Majeure Event.

14. Counterparts: This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

PURCHASER:

CITY OF BETHANY, OKLAHOMA,
an Oklahoma municipal corporation

By: _____

Date: _____

Name: _____

Title: City Manager

SELLERS:

THE MELVIN L. MCCLURE REVOCABLE TRUST AGREEMENT
DATED AUGUST 27TH, 1987

By: _____

Date: _____

Bret Close, Successor Trustee of the
Melvin L. McClure Revocable Trust

Agreement Dated August 27, 1987

ESTATE OF DEWEY ROY BROWN

By: _____
Michael Bradd Brown
Personal Representative

Date: _____

ESTATE OF DONALD IRVIN BROWN

By: _____
Michael Bradd Brown
Personal Representative

Date: _____

THE ROYCE W. BROWN LIVING TRUST DATED APRIL 6TH, 1991

By: _____
Kenneth Brown, Successor Co-Trustee
of the Royce W. Brown Living Trust
dated April 6th, 1991

Date: _____

By: _____
Phil Brown, Successor Co-Trustee
of the Royce W. Brown Living Trust
dated April 6th, 1991

Date: _____

By: _____
Patty Jill Harvey, Successor Co-Trustee
of the Royce W. Brown Living Trust
dated April 6th, 1991

Date: _____

By: _____
Lou Ann Myers, Successor Co-Trustee
of the Royce W. Brown Living Trust
dated April 6th, 1991

Date: _____

NOTICE: On Thursday, March 12, 2026, or before 6:00 p.m., agenda was posted at City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, MARCH 17, 2026

6:30 P.M.

| | | |
|------------------|------------------|----------------------------|
| MEMBERS PRESENT: | Amanda Sandoval | Chairman |
| | Peter Plank | Vice-Chairman |
| | Chris Powell | Trustee |
| | Aja Triana | Trustee |
| | Kathy Larsen | Trustee |
| | Burt Falkner | Trustee |
| | Ken Smart | Trustee |
| | Chandra Ford | Trustee |
| | Brian Magirowsky | Trustee |
| MEMBERS ABSENT: | None | |
| OTHERS PRESENT: | Elizabeth Gray | City Manager |
| | Ray Jones | City Attorney |
| | Michael Vaughn | City Clerk/Treasurer |
| | Lesa LaMar | Deputy City Clerk |
| | Brett Crecelius | Community Development Dir. |
| | (See Roster) | |

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 8:04 P.M.

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

- A. APPROVAL OF MINUTES FROM MARCH 3, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 1730 ON APPROVAL OF LEVERAGED (MATCHING) FUNDS BY THE CITY OF BETHANY IN THE FY 2026 GRANT APPLICATION TO OKLAHOMA DEPARTMENT OF COMMERCE FOR PROPOSED WATERLINE IMPROVEMENTS PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

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

ITEM NO. 3. on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EMERGENCY REPAIR EXPENDITURES UTILIZING THE KRAPFF-REYNOLDS CONSTRUCTION CO. ON-CALL/EMERGENCY CONTRACT FOR SEWER LINE REPAIR SERVICES ON NW 55TH STREET FROM ROCKWELL TO MUELLER IN BETHANY OKLAHOMA IN THE APPROXIMATE AMOUNT OF \$63,000.00. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 2.

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

None

ITEM NO. 5 on the agenda was **ADJOURN UNTIL APRIL 7, 2026.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 8:05 P.M. until April 7, 2026.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: April 1, 2026
Subject: Claims list for the 04/07/2026 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

| FUND | AMOUNT |
|--------------------------------|----------------------|
| Bethany Public Works Authority | \$ 262,410.09 |
| TOTAL | \$ 262,410.09 |

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 429,477.07 |
| Bethany Public Works Authority | \$ 262,410.09 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 691,887.16 |

RECOMMENDATION

1. Approve claims as presented.



| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT | |
|-------------------|-----------|---------------------------|----------------------------|--------|------------|-----------|--|
| DEPARTMENT: 02.0 | | FINANCE | | | | | |
| 26-56168 | 10-005321 | AMAZON CAPITAL SERVICES, | INCOPY PAPER / HEATERS | 3/2026 | 3431421 | 25.69 | |
| 26-54229 | 10-005702 | TPS TECHNICAL PROGRAMMING | UTILITY BILL PRINTING | 3/2026 | 123562 | 3,887.00 | |
| 26-54231 | 10-1749 | RK BLACK INC. | SHARP PRINTER | 3/2026 | in1328224 | 30.78 | |
| DEPARTMENT TOTAL: | | | | | | 3,943.47 | |
| DEPARTMENT: 08.1 | | PUBLIC WORKS - ADMIN | | | | | |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 393.00 | |
| 26-56085 | 10-1105 | OKLAHOMA WATER RESOURCES | BO2025 GROUNDWATER USE | 3/2026 | 2025 FEE | 100.00 | |
| 26-56108 | 10-3042 | ACCURATE ENVIRONMENTAL | VOC | 3/2026 | IC8041 | 816.00 | |
| DEPARTMENT TOTAL: | | | | | | 1,309.00 | |
| DEPARTMENT: 08.3 | | PUBLIC WORKS - SANIT | | | | | |
| 26-56144 | 10-005321 | AMAZON CAPITAL SERVICES, | INWINDEX,WIPES,LATEXGLOVES | 3/2026 | 6337819 | 224.09 | |
| 26-56230 | 10-005321 | AMAZON CAPITAL SERVICES, | IN6 PIECE JUMBO WRENCH SET | 3/2026 | 6981827 | 71.05 | |
| 26-55707 | 10-005350 | FORCE PERSONNEL | TEMP HELP | 3/2026 | 86902 | 4,660.99 | |
| 26-56226 | 10-005992 | AEG PETROLEUM | DEF FLUID | 3/2026 | 988434 | 236.80 | |
| 26-56265 | 10-006287 | TAKE TEN TIRE & SERVICE | BLANKETPO4SANITATIONTIRES | 3/2026 | 4-GS351091 | 4,398.78 | |
| 26-56157 | 10-0812 | J & R EQUIPMENT LLC | BEARING ARM UNIT #94 | 3/2026 | 07002113 | 46.21 | |
| 26-56158 | 10-0812 | J & R EQUIPMENT LLC | DX & REPAIR LATCH BAR #89 | 3/2026 | 07002194 | 777.60 | |
| 26-56190 | 10-0812 | J & R EQUIPMENT LLC | DUMPSTER ARM FOR UNIT#92 | 3/2026 | 07002209 | 214.17 | |
| 26-56270 | 10-0812 | J & R EQUIPMENT LLC | 3 DUMPSTER LATCH BAR | 3/2026 | 07002304 | 610.00 | |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 11,393.76 | |
| 26-56020 | 10-1551 | UNITED ENGINES, LLC | CARMEA SYSTEM UNIT #95 | 3/2026 | 4146843 | 3,647.51 | |
| 26-56159 | 10-1551 | UNITED ENGINES, LLC | CAMERA ON UNIT #93 | 3/2026 | 4147510 | 3,647.51 | |
| 26-56214 | 10-1551 | UNITED ENGINES, LLC | R&R PRESSURE SENSOR | 3/2026 | 4147357 | 1,262.10 | |
| 26-56131 | 10-1796 | H.O.W. RUBBER, INC. | HOSES FOR 802 | 3/2026 | H25202 | 98.80 | |
| 26-56098 | 10-4010 | HARD HAT SAFETY & GLOVE | HARDHATS,RAINGEAR | 3/2026 | IN-0085454 | 107.51 | |
| 26-55639 | 10-4090 | AT&T MOBILITY | SANITATION PHONE SERVICE | 3/2026 | X03192026 | 94.80 | |
| 26-55597 | 10-4208 | OKLAHOMA CITY TREASURY | 3RD QUATER HAZ WASTE | 3/2026 | 100226 | 987.55 | |
| DEPARTMENT TOTAL: | | | | | | 32,479.23 | |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|--|-----------|-----------------------------|-----------------------------|--------|------------------|------------|
| DEPARTMENT: 08.4 PUBLIC WORKS - MAINT | | | | | | |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 54.20 |
| DEPARTMENT TOTAL: | | | | | | 54.20 |
| DEPARTMENT: 12.0 UTILITY - WATER PLANT | | | | | | |
| 26-55421 | 10-005233 | US UNDERWATER, LLC | WATER TOWER INSPECTIONS | 3/2026 | U259218-OK.00-1 | 4,670.00 |
| 26-56199 | 10-005321 | AMAZON CAPITAL SERVICES, | ININK,CLAMPS,PENS,BEAKERS | 3/2026 | 7249806 | 224.11 |
| 26-56207 | 10-005321 | AMAZON CAPITAL SERVICES, | INCHLORINEREAGENT&DEIONIZED | 3/2026 | 5053055 | 100.18 |
| 26-56246 | 10-005321 | AMAZON CAPITAL SERVICES, | INBUGSPRAY,MASK,EARMUFFS | 3/2026 | 3974667 | 129.97 |
| 26-56272 | 10-005321 | AMAZON CAPITAL SERVICES, | ININK,COMET,SPONGES | 3/2026 | 8589800 | 164.98 |
| 26-55598 | 10-005900 | TEIM DESIGN GROUP, PLLC | BOOSTER PUMP STATION | 3/2026 | 13768 | 4,696.56 |
| 26-56295 | 10-006175 | OKC-COUNTY HEALTH DEPARTMEN | POOL OPERATOR TRAINING | 3/2026 | zielinski | 40.00 |
| 26-56132 | 10-006199 | BREWER CONSTRUCTION OKLAHOM | ANNUAL 27 METER REPLACE | 3/2026 | NO. 1 -27 METERS | 22,870.00 |
| 26-56182 | 10-0091 | BRENNTAG SOUTHWEST | ALUMINUM SULFATE | 3/2026 | BSW686094 | 3,780.00 |
| 26-56183 | 10-0091 | BRENNTAG SOUTHWEST | AMMONIUM HYDROXIDE | 3/2026 | BSW686095 | 2,574.99 |
| 26-56184 | 10-0091 | BRENNTAG SOUTHWEST | POLY PHOSPHATE | 3/2026 | BSW687037 | 1,627.40 |
| 26-56187 | 10-0225 | GENUINE PARTS | DOORLOCKACTUATOR#UNIT23 | 3/2026 | 111751 | 113.88 |
| 26-56233 | 10-0669 | HACH COMPANY | REAGENT FOR CL17 | 3/2026 | 14926963 | 94.49 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 3/2026 | 20260316 | 17,221.61 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 247.54 |
| 26-56016 | 10-1128 | OK CITY WATER UTILITIES | TRCROSSTIES | 3/2026 | 250101040513-FEB | 16,426.55 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 354.14 |
| 26-55641 | 10-1402 | PHILLIP STINCHCOMB LIVING | TWELL 26,27,215 LEASE | 3/2026 | FEB 2026 | 2,504.89 |
| 26-56245 | 10-1622 | WESTLAKE ACE HARDWARE | KEYS FOR WELLS | 3/2026 | 3505488 | 49.90 |
| 26-56261 | 10-1622 | WESTLAKE ACE HARDWARE | CLEANING SUPPLIES | 3/2026 | 3505490 | 20.97 |
| 26-55928 | 10-1796 | H.O.W. RUBBER, INC. | HOSE UNIT #49 | 3/2026 | H23737 | 115.09 |
| 26-56277 | 10-2123 | HOME DEPOT CREDIT SVCS | CONCRETE PAVERS FOR WELLS | 3/2026 | 026813/1181522 | 87.52 |
| 26-56248 | 10-2557 | CORE & MAIN LP | 27 SMART METER & ACCES. | 3/2026 | V000029336 | 18,302.96 |
| 26-55649 | 10-2660 | ODEQ WATER QUALITY DIV | C WATER LAB KISSLRING | 3/2026 | INV-000877 | 62.00 |
| 26-55640 | 10-2842 | RONALD STINCHCOMB | WELL 26,27,215 LEASE | 3/2026 | FEB 2026 | 2,504.90 |
| 26-55481 | 10-3042 | ACCURATE ENVIRONMENTAL | VOC & BAC T/ DECEMBR | 3/2026 | IC19102 | 350.00 |
| 26-56104 | 10-3042 | ACCURATE ENVIRONMENTAL | DBP ANALYSIS | 3/2026 | IC19103 | 1,000.00 |
| 26-56180 | 10-3919 | MISSISSIPPI LIME | 25 TONS OF LIME | 3/2026 | CD-185971 | 10,460.11 |
| DEPARTMENT TOTAL: | | | | | | 110,794.74 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|---------------------------------------|-----------|-----------------------------|---------------------------|--------|-------------|------------|
| DEPARTMENT: 12.1 UTILITY - WATER LINE | | | | | | |
| 26-56226 | 10-005992 | AEG PETROLEUM | DEF FLUID | 3/2026 | 988434 | 6.77 |
| 26-55051 | 10-006175 | OKC-COUNTY HEALTH DEPARTMEN | HEP A/B (TWINRIX)3 EE'S | 3/2026 | ARB1002741 | 201.87 |
| 26-56196 | 10-1 | GERARDO ROQUE RODRIGUEZ | clamps & couplings for wa | 3/2026 | 26-56196 | 23.35 |
| 26-55894 | 10-1066 | OKLAHOMA CONTRACTOR'S SUPPL | MALE UNIONS | 3/2026 | 0388340-IN | 600.00 |
| 26-56169 | 10-1066 | OKLAHOMA CONTRACTOR'S SUPPL | PIPE FITTINGS | 3/2026 | 0388341-IN | 420.00 |
| 26-56211 | 10-1066 | OKLAHOMA CONTRACTOR'S SUPPL | 6INCH FIRE HYDRANT | 3/2026 | 0388406-IN | 3,500.00 |
| 26-56250 | 10-1066 | OKLAHOMA CONTRACTOR'S SUPPL | 2 INCH CLAMPS | 3/2026 | 0388405-IN | 280.00 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 1,062.40 |
| 26-56143 | 10-1622 | WESTLAKE ACE HARDWARE | LIQUID GASKET | 3/2026 | 3505468 | 43.47 |
| 26-56191 | 10-1622 | WESTLAKE ACE HARDWARE | SHOVELS | 3/2026 | 3505474 | 75.98 |
| 26-56297 | 10-1622 | WESTLAKE ACE HARDWARE | PVC, SAW COUPL,ELBOW | 3/2026 | 3505500 | 43.36 |
| 26-56101 | 10-2557 | CORE & MAIN LP | 2 INCH SMART WATER METER | 3/2026 | V000027115 | 1,164.01 |
| 26-56098 | 10-4010 | HARD HAT SAFETY & GLOVE | HARDHATS,RAINGEAR | 3/2026 | IN-0085452- | 30.00 |
| 26-54301 | 10-4090 | AT&T MOBILITY | METER READERS | 3/2026 | 03192026 | 270.68 |
| 26-56327 | 10-4352 | MCBRIDE CLINIC | DRUG SCREEN-ROQUE R | 4/2026 | 20260401 | 32.00 |
| DEPARTMENT TOTAL: | | | | | | 7,753.89 |
| DEPARTMENT: 12.2 UTILITY - SEWER | | | | | | |
| 26-56153 | 10-004725 | RUCKER ELECTRIC INCORPORATE | 19TH COLLEGE WIRE PUMPS | 3/2026 | 016130 | 348.00 |
| 26-56154 | 10-004725 | RUCKER ELECTRIC INCORPORATE | 24TH PENIEL WIRE PUMPS | 3/2026 | 016131 | 221.25 |
| 26-56257 | 10-005595 | RAY'S WESTSIDE TAG AGENCY | TAG | 3/2026 | 20260324 | 67.00 |
| 26-56130 | 10-005756 | OVERHEAD DOOR | OVER HEAD DOOR | 3/2026 | 0315933-IN | 220.00 |
| 26-55051 | 10-006175 | OKC-COUNTY HEALTH DEPARTMEN | HEP A/B (TWINRIX)3 EE'S | 3/2026 | ARB1002741 | 201.87 |
| 26-55686 | 10-006228 | NATIONAL TANK & EQUIPMENT | L19TH AND COLLEGE | 3/2026 | 450012-0004 | 1,691.25 |
| 26-56179 | 10-006228 | NATIONAL TANK & EQUIPMENT | LBY PASS PUMPS | 3/2026 | 450012-0005 | 6,959.73 |
| 26-56138 | 10-0668 | HAYES ELECTRIC | ELECTRIC IN UTILITES | 3/2026 | 94509 | 233.18 |
| 26-56087 | 10-0696 | HAYNES EQUIPMENT CO INC | FLOATS 50TH/STINCH LIFT | 3/2026 | INV8132684 | 505.60 |
| 26-56088 | 10-0696 | HAYNES EQUIPMENT CO INC | 50TH AND STINCHCOMB | 3/2026 | INV8132681 | 4,148.55 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 3/2026 | 20260316 | 2,214.54 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 3/2026 | 20260317 | 504.40 |
| 26-56268 | 10-1261 | RED ROCK PETRO | 4000UNLEAD&4000DIESEL | 3/2026 | 1635394 | 314.13 |
| 26-56191 | 10-1622 | WESTLAKE ACE HARDWARE | SHOVELS | 3/2026 | 3505474 | 75.98 |
| 26-56070 | 10-3245 | KRAPFF REYNOLDS CONST CO | SEWER 55TH/RKWELL | 3/2026 | 26049 | 63,729.63 |
| 26-55854 | 10-3434 | W & W ELECTRIC MOTOR SVC | 19TH AND COLLEGE | 3/2026 | 3992 | 15,662.00 |
| 26-55980 | 10-3434 | W & W ELECTRIC MOTOR SVC | REBUILD PUMP 24TH&PENIAL | 3/2026 | 3993 | 8,896.00 |
| 26-56098 | 10-4010 | HARD HAT SAFETY & GLOVE | HARDHATS,RAINGEAR | 3/2026 | IN-0085452 | 30.00 |
| 26-54301 | 10-4090 | AT&T MOBILITY | METER READERS | 3/2026 | 03192026 | 52.45 |
| DEPARTMENT TOTAL: | | | | | | 106,075.56 |
| FUND TOTAL: | | | | | | 262,410.09 |

NOTICE: On Thursday, March 12, 2026, at or before 4:59 p.m., agenda was posted at City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, MARCH 17, 2026

6:30 P.M.

| | | |
|------------------|------------------|----------------------------|
| MEMBERS PRESENT: | Amanda Sandoval | Chairman |
| | Peter Plank | Vice-Chairman |
| | Chris Powell | Trustee |
| | Aja Triana | Trustee |
| | Kathy Larsen | Trustee |
| | Burt Falkner | Trustee |
| | Ken Smart | Trustee |
| | Chandra Ford | Trustee |
| | Brian Magirowsky | Trustee |
| MEMBERS ABSENT: | None | |
| OTHERS PRESENT: | Elizabeth Gray | City Manager |
| | Ray Jones | City Attorney |
| | Michael Vaughn | City Clerk/Treasurer |
| | Lesa LaMar | Deputy City Clerk |
| | Brett Crecelius | Community Development Dir. |
| | (See Roster) | |

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 8:05 P.M.

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

- A. APPROVAL OF MINUTES FROM MARCH 3, 2026, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

A motion was made by Trustee Magirowsky, seconded by Trustee Triana to approve the consent docket. Yes votes: Ford, Smart, Falkner,

Plank, Larsen, Triana, Sandoval, Powell, Magirowsky. 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 APRIL 7, 2026**.

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 8:05 P.M. until April 7, 2026.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: April 1, 2026
Subject: Claims list for the 04/07/2026 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

| FUND | AMOUNT |
|------------------------|-------------|
| Bethany Hospital Trust | \$ - |
| TOTAL | \$ - |

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 429,477.07 |
| Bethany Public Works Authority | \$ 262,410.09 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 691,887.16 |

RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, March 12, 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, MARCH 17, 2026

6:30 P.M.

| | | |
|------------------|------------------|----------------------------|
| MEMBERS PRESENT: | Amanda Sandoval | Chairman |
| | Peter Plank | Vice-Chairman |
| | Chris Powell | Trustee |
| | Aja Triana | Trustee |
| | Kathy Larsen | Trustee |
| | Burt Falkner | Trustee |
| | Ken Smart | Trustee |
| | Chandra Ford | Trustee |
| | Brian Magirowsky | Trustee |
| MEMBERS ABSENT: | None | |
| OTHERS PRESENT: | Elizabeth Gray | City Manager |
| | Ray Jones | City Attorney |
| | Michael Vaughn | City Clerk/Treasurer |
| | Lesa LaMar | Deputy City Clerk |
| | Brett Crecelius | Community Development Dir. |
| | (See Roster) | |

Chairman Sandoval called the Bethany Development Authority meeting to order at 8:05 P.M.

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

- A. APPROVAL OF MINUTES FROM MARCH 3, 2026, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

A motion was made by Trustee Smart, seconded by Vice-Chairman Plank to approve the consent docket. Yes votes: Sandoval, Ford, Magirowsky, Plank, Larsen, Smart, Falkner, 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 APRIL 7, 2026**.

Chairman Sandoval adjourned the Bethany Development Authority meeting at 8:06 P.M. until April 7, 2026.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: April 1, 2026
Subject: Claims list for the 04/07/2026 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 429,477.07 |
| Bethany Public Works Authority | \$ 262,410.09 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 691,887.16 |

RECOMMENDATION

1. Approve claims as presented.

