On Wednesday, November 25, 2026, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, DECEMBER 1, 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 November 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 of Minutes from the November 17, 2026, Special Called Meeting.

   D. Approval of Minutes from the November 19, 2026, Emergency Called Meeting.

4. PUBLIC HEARING ITEM: Consideration and possible action regarding Ordinance No. 2105, an ordinance amending the zoning ordinances, map, and comprehensive plan of the City of Bethany, Oklahoma, by including in I-L (Industrial Light) the property located near NW 38th Street and N Hammond 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. 2105, on reading by title only.
D. Motion to approve Section 1 of Ordinance No. 2105.

5. PUBLIC HEARING ITEM: Consideration and possible action regarding Ordinance No. 2103, an ordinance amending the zoning ordinances, map, and comprehensive plan of the City of Bethany, Oklahoma, by including in R-1 (Residential Family) the property located at 3501 N. Rockwell from C-O (Commercial Office) 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. 2103, on reading by title only.
   D. Motion to approve Section 1 of Ordinance No. 2103.

6. Consideration and possible action regarding Ordinance No. 2104, and ordinance adding Section 51.13 to the Bethany Code of Ordinances providing for the regulation and location of garbage dumpsters for Commercial and Industrial Districts and Multi-family Residential uses. *(Ray Jones, City Attorney)*

   A. Presentation by staff and/or interested party.
   B. Consideration and possible action to approve of Ordinance No. 2104, on reading by title only.
   C. Motion to approve Sections 1-3 of Ordinance No. 2104.

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

8. Citywide public works projects update by TEIM Design. *(Elizabeth Gray, City Manager)*

9. Presentation on 2022 GO Bond Proposition 4 Drainage by TEIM Design. *(Elizabeth Gray, City Manager)*

10. Consideration and possible approval of an Artificial Intelligence Use Policy. *(Elizabeth Gray, City Manager)*

11. Consideration and possible approval of a Business Associate Agreement with HUB International Midwest Limited to become the city's employee health insurance broker of record and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

12. Consideration and possible approval of Blue Cross Blue Shield of Oklahoma Employer Benefit Program Application and Employer Group Information document to provide medical and dental insurance benefits for employees and dependents and

beginning January 1, 2027 and authorize the mayor to sign the documents on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

13. Consideration and possible approval of Group Employee Benefits Application for Insurance with Equitable to provide voluntary vision benefits for employees and dependents beginning January 1, 2027 and authorize the mayor to sign the documents on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

14. Consideration and possible approval of Agreement with ComPsych to provide a Guidance Resources Program to employees and dependents beginning January 1, 2027 and authorize the mayor to sign the documents on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

15. 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").*

16. City Attorney's Report.

17. City Manager's Report.

18. Mayor and Council Members Comments and Suggestions.

19. Adjourn until December 15, 2026.

BETHANY PUBLIC WORKS AUTHORITY

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

1. Consent Docket:

   A. Approval of Minutes from the November 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 of Minutes from the November 19, 2026, Emergency Called Meeting.

   D. Approval of Budget Amendment 27-10.

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 December 15, 2026.

BETHANY HOSPITAL TRUST

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

1. Consent Docket:

   A. Approval of Minutes from the November 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 of Budget Amendment 27-11.

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 December 15, 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 November 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 December 15, 2026.

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

AGENDA: 12/01/2026
ITEM: 3 (A)

NOTICE: On Thursday, November 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 CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 17, 2026

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Mayor
	Ken Smart	Vice-Mayor
	Burt Falkner	Council Member
	Peter Plank	Council Member
	Chris Powell	Council Member
	Kathy Larsen	Council Member
	Chandra Ford	Council Member
	Brian Magirowsky	Council Member
MEMBERS ABSENT:	Aja Triana	Council Member
OTHERS PRESENT:	Ray Jones	Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	Chad Meek	Police Chief
	Brett Crecelius	Community Dev. Director
	(See Roster)	

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

Mayor Sandoval invited Espen Fletcher, winner of the *If I Were Mayor* Contest, to call the Bethany City Council meeting to order. Espen Fletcher called the meeting to order at 6:30 p.m.

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

The Invocation was a moment of silence.
The Flag Salute was conducted by Espen Fletcher.

ITEM NO. 3 on the agenda was **MAYORAL PROCLAMATION RECOGNIZING NOVEMBER 28, 2027, AS SMALL BUSINESS SATURDAY.**

See Exhibit A.

ITEM NO. 4 on the agenda was **MAYORAL CERTIFICATES OF RECOGNITION FOR THE WINNERS OF THE MAYOR'S ESSAY CONTEST.**

Mayor Sandoval presented gifts, certificates and cash to the 1st through 3rd place winners of the essay contest. The 1st place winner's teacher will also receive $250.00.

Mayor Sandoval called for a recess at 6:39 p.m. for pictures with the winners.

Mayor Sandoval called the meeting back to order at 6:42 p.m.

ITEM NO. 5 on the agenda was the **CONSENT DOCKET:**

A. APPROVAL OF MINUTES FROM THE NOVEMBER 3, 2026, REGULAR MEETING.

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

C. FINDING OF PROPER NOTICE AND DECLARATION OF DELINQUENCY FOR SEWER AND SANITARY SERVICES LOCATED AT THE FOLLOWING OKLAHOMA CITY ADDRESSES PURSUANT TO BETHANY CODE OF ORDINANCES 50.11 AND POSSIBLE REQUEST BY CITY CLERK TO REMOVE ITEM FROM CONSENT DOCKET FOR A PUBLIC HEARING:

8721 OLD BROMPTON RD 5913 NW 82ND CIR
5905 QUEENS GATE

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

ITEM NO. 6 on the agenda was **POSSIBLE PUBLIC HEARING ON ITEMS PULLED FROM CONSENT DOCKET FOR DECLARATION OF DELINQUENCY FOR UTILITY SERVICES.** ***(MICHAEL VAUGHN, FINANCE DIRECTOR)***

A. OPEN THE PUBLIC HEARING BY MAJORITY VOTE.

B. CALL TO THE INTERESTED PARTY OF THE ADDRESS(ES) ABOUT TERMINATION OF SERVICE.

C. CALL TO THE PUBLIC ABOUT TERMINATION OF SERVICE.

D. CLOSE THE PUBLIC HEARING BY MAJORITY VOTE.
E. DISCUSSION AND POSSIBLE ACTION ON ADDRESSES PULLED FROM CONSENT DOCKET.

There were no items pulled from the consent docket.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Resolution 1750 in Item No. 7. Yes votes: Magrowsky, Powell, Larsen, Falkner, Ford, Sandoval, Plank, Smart. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1750, A RESOLUTION DECLARING CERTAIN UTILITY CUSTOMER ACCOUNTS DELINQUENT AND AUTHORIZING THE SUBMITTAL OF SAID ACCOUNTS TO OKLAHOMA CITY FOR TERMINATION OF WATER SERVICE.** ***(MICHAEL VAUGHN, FINANCE DIRECTOR)***

Resolution No. 1750 was approved in Item 6.

ITEM NO. 8 on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING ORDINANCE NO. 2101, AN ORDINANCE AMENDING TITLE XV: LAND USAGE, CHAPTER 158: ZONING DISTRICT REGULATIONS FOR PLANNED UNIT DEVELOPMENT OVERLAYS AS AUTHORIZED BY THE CITY OF BETHANY, RESTATING THE MASTER PUD TEXT, STANDARDS, AND DEVELOPMENT REGULATIONS IN THEIR ENTIRETY; PROVIDING FOR REVISED PERMITTED USES AND DESIGN GUIDELINES APPLICABLE THROUGHOUT THE DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.** ***(RAY JONES, CITY ATTORNEY)***

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.
B. PUBLIC COMMENT.
C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE several OF ORDINANCE NO. 2101, ON READING BY TITLE ONLY.
D. MOTION TO APPROVE SECTIONS 1-3 OF ORDINANCE NO. 2101.
E. MOTION TO APPROVE SECTION 4 OF ORDINANCE NO. 2101, THE EMERGENCY SECTION

Community Director Brett Crecelius presented a slide show on both Item 8 and Item 9. This presentation will be included as Exhibit A in the minutes.

Several of the council members requested more time to go over the revisions to Title XV: Land Usage, Chapter 158: Zoning District Regulations for Planned Unit Development Overlays as authorized by the City of Bethany, restating the master PUD text, standards, and development regulations

in their entirety; providing for revised permitted uses and design guidelines applicable throughout the district.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to extend the current moratorium to the 1st meeting in January. Yes votes: Powell, Plank, Ford, Larsen, Falkner, Smart, Magirowsky, Sandoval. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING ORDINANCE NO. 2102, AN ORDINANCE AMEND ING TITLE XV: LAND USAGE, CHAPTER 158: ZONING DISTRICT REGULATIONS AND ADDING A NEW SECTION REGARDING PLANNED INDUSTRIAL OVERLAY DISTRICT; STATING THE MASTER PID TEXT, STANDARDS, AND DEVELOPMENT REGULATIONS; PROVIDING FOR PERMITTED USES AND DESIGN GUIDELINES APPLICABLE THROUGHOUT THE DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.** ***(RAY JONES, CITY ATTORNEY)***

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.
B. PUBLIC COMMENT.

Katrina Springer- 7007 NW 59th, Bethany, OK

There was extensive discussion regarding the potential long-term impact of the proposed action on surrounding residential properties and future home values.

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2102, ON READING BY ONLY.
D. MOTION TO APPROVE SECTIONS 1-3 OF ORDINANCE NO. 2102.
E. MOTION TO APPROVE SECTION 4 OF ORDINANCE NO. 2102, THE EMERGENCY SECTION.

Council Member Plank made a motion to approve Ordinance 2102 with restrictions of the 340 homes zoned residential within the current PID be excluded.

Council Member Plank withdrew his previous motion.

A motion was made by Council Member Plank, seconded by Council Member Magirowsky to table the item to the January 1st meeting. Yes votes: Falkner, Plank, Larsen, Ford, Powell, Smart, Magirowsky, Sandoval. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1751, A RESOLUTION AUTHORIZING OKLAHOMA MUNICIPAL**

ASSURANCE GROUP (OMAG) TO DISTRIBUTE ESCROW ACCOUNT FUNDS. ***(ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Council Member Falkner, seconded by Council Member Smart to approve Resolution No. 1751. Yes votes: Falkner, Magirowsky, Sandoval, Larsen, Powell, Smart, Plank, Ford. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING.** ***(PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)***

Dale German-3001 Oakridge Dr., Bethany. – Being Thankful.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ENGINEERING DESIGN CONTRACT FOR NW 25TH AND PENIEL AND NW 50TH AND MCMILLAN LIFT STATION REPLACEMENT PROJECT WITH TEIM DESIGN FOR AN AMOUNT OF $240,000.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.** ***(ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Council Member Magirowsky, seconded by Council Member Falkner to approve Engineering Design Contract for NW 25th and Peniel and NW 50th and McMillan Lift Station Replacement Project with TEIM Design for an amount of $240,000.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Plank, Magirowsky, Smart, Falkner, Ford, Powell, Sandoval, Larsen. No votes: None. Motion approved.

ITEM NO. 13 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CONSTRUCTION CONTRACT WITH KRAPFF REYNOLDS CONSTRUCTION COMPANY FOR NW 25TH AND SHANNON LIFT STATION IMPROVEMENT PROJECT IN THE AMOUNT OF $698,216.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.** ***(ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Council Member Falkner, seconded by Council Member Ford to approve the construction Contract with Krapff Reynolds Construction Company for NW 25th and Shannon Lift Station Improvement Project in the amount of $698,216.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Plank, Magirowsky, Smart, Falkner, Ford, Powell, Sandoval, Larsen. No votes: None. Motion approved.

ITEM NO. 14 on the agenda was **DISCUSSION AND POSSIBLE ACTION ON AN INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF MUTUAL AID**

WITH THE CITY OF WARR ACRES POLICE DEPARTMENT. ***(RAY JONES, CITY ATTORNEY)***

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve an Inter Cooperation Agreement for the provision of mutual aid with the City of Warr Acres. Yes votes: Plank, Magirowsky, Smart, Falkner, Ford, Powell, Sandoval, Larsen. No votes: None. Motion approved.

ITEM NO. 15 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2027 SCHEDULE OF REGULAR MEETINGS OF THE CITY COUNCIL, BETHANY PUBLIC WORKS AUTHORITY, BETHANY HOSPITAL TRUST, BETHANY DEVELOPMENT AUTHORITY, PLANNING & ZONING COMMISSION, BOARD OF ADJUSTMENT, AND BETHANY ECONOMIC DEVELOPMENT AUTHORITY.** ***(ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve the with time of meeting to begin at 6:30 p.m. Yes votes: Sandoval, Larsen, Plank, Falkner, Smart, Magirowsky, Ford, Powell. No votes: None. Motion approved.

ITEM NO. 16 on the agenda was **EXECUTIVE SESSION: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO ENTER INTO EXECUTIVE SESSION TO HOLD CONFIDENTIAL COMMUNICATIONS BETWEEN THE CITY COUNCIL OF THE CITY OF BETHANY AND ITS COUNSEL CONCERNING THE SETTLING OF CERTAIN CLAIMS IN PENDING LITIGATION:** ***IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION,*** **MDL NO. 2804., RELATED TO LAWSUIT AGAINST ALBERTSONS OF OPIOID PRESCRIPTION DRUGS, AND TAKING APPROPRIATE ACTION IN OPEN SESSION, INCLUDING POSSIBLE AUTHORIZATION TO SETTLE CLAIMS, THE DISCLOSURE OF WHICH MAY SERIOUSLY IMPAIR THE LITIGATION IF KNOWN BY PUBLIC DISCLOSURE AS ALLOWED BY 25 O.S. § 307(B)(4).** ***(RAY JONES, CITY ATTORNEY)***

A motion was made by Council Member Smart, seconded by Council Member Larsen to enter Executive Session at 7:38 p.m. Yes votes: Smart, Larsen, Sandoval, Powell, Plank, Falkner, Magirowsky, Ford. No votes: None. Motion approved.

A motion was made by Council Member Plank, seconded by Council Member Larsen to exit Executive Session at 7:48 p.m. Yes votes: Plank, Smart, Larsen, Falkner, Powell, Sandoval, Magirowsky, Ford. No votes: None. Motion approved.

ITEM NO. 17 on the agenda was **CONSIDER APPROVAL OF RESOLUTION NO. 1752, TO APPROVE THE SETTLEMENT IN THE ALBERTSONS SETTLEMENT AGREEMENT, DATED AUGUST 20, 2026, AND AUTHORIZING THE MAYOR OF THE CITY OF BETHANY, OR THE MAYOR'S DESIGNEE, TO EXECUTE THE SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE CITY OF BETHANY'S PARTICIPATION IN THE SETTLEMENT.** ***(RAY JONES, CITY ATTORNEY)***

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to execute the release for the Albertson settlement. Yes votes: Smart, Magirowsky, Ford, Plank, Larsen, Powell, Sandoval, Falkner. No votes: None. Motion approved.

ITEM NO. 18 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. 19 on the agenda was the **CITY ATTORNEY'S REPORT.**

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

ITEM NO. 20 on the agenda was the **CITY MANAGER'S REPORT.**

Finance Director Michael Vaughn presented the monthly financial report.

City Manager Gray noted that the city owned hospital is currently being inventoried and the interior contents are set to auction the week of December 7th with bidding to close after the new year. Demolition of the hospital structure is to take place in February or March of 2027. She also informed the council that she has declared an emergency on pump repair at the Water Plant after a leak occurred and the pump room filled with water. Gray also informed the council that many water meters will be estimated due to the need for additional staff reading meters. Additional announcements and informational updates were provided to keep the Council and citizens informed of other City business and activities.

ITEM NO. 21 on the agenda was **MAYOR AND COUNCIL MEMBERS' COMMENTS AND SUGGESTIONS.**

Each council member was given the opportunity to comment.

ITEM NO. 22 on the agenda was **ADJOURN UNTIL DECEMBER 1, 2026.**

Mayor Sandoval adjourned the Bethany City Council meeting at 8:05 P.M. until December 1, 2026.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

City of Bethany

Proclamation Office of the Mayor

WHEREAS, small businesses are vital to the economic health and vitality of our community; and

WHEREAS, small businesses create jobs, foster innovation, and contribute to the unique character of our neighborhoods; and

WHEREAS, Small Business Saturday was first observed in 2010 and is a day dedicated to supporting small businesses and celebrating their contributions; and

WHEREAS, this year, Small Business Saturday will be observed on November 28, 2026; and

WHEREAS, Bethany, Oklahoma supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as **Small Business Saturday**;

NOW, THEREFORE, I, Amanda Sandoval, Mayor of Bethany, Oklahoma do hereby declare **November 28, 2026,** as:

"SMALL BUSINESS SATURDAY"

in the City of Bethany and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 16th year in 2026 – and Shop Small throughout the year.

Given under my hand and the Seal of the City of Bethany, Oklahoma this 17th day of November, 2026.

Mayor

Attest:

City Clerk

CITY OF BETHANY SEAL OKLAHOMA

AGENDA: 12/01/2026
ITEM: Consent 3 (B)

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director

Date: November 24, 2026

Subject: Claims list for the 12/01/2026 City Council Meeting

GENERAL OPERATIONS FUND

FUND		AMOUNT
General Operations Fund	$	121,857.43
Public Safety Fund	$	5,969.26
Capital Improvement Fund	$	7,680.00
2022A GO Bond	$	60,948.00
TOTAL	$	196,454.69

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND		AMOUNT
General Operations Fund	$	196,454.69
Bethany Public Works Authority	$	186,667.92
Bethany Hospital Trust	$	-
Bethany Development Authority	$	-
TOTAL	$	383,122.61

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				
27-58375	10-006364	COMPSOURCE MUTUAL	RETURN WC OVERPAYMENT	11/2026	CK. 241128	1,128.66
					DEPARTMENT TOTAL:	1,128.66
DEPARTMENT: 01.0		MANAGEMENT				
27-58277	10-004630	BAD BRAD'S BAR-B-Q	EMPLOYEE APPRECIATION	11/2026	20261216	1,731.12
27-58429	10-005321	AMAZON CAPITAL SERVICES, IN	PAPER SHREDDER	11/2026	6361823	143.86
27-58188	10-005373	CARD SERVICES/P1	INDEED ADS	11/2026	US126-09127164	250.63
27-58317	10-0668	HAYES ELECTRIC	OUTDOOR OUTLETS (2)	11/2026	94779	367.25
27-58373	10-1	MICHAEL KAPPEL	OSBI REIMBURSEMENT	11/2026	20261113	24.00
27-57643	10-1068	ONG	MONTHLY SERVICE	11/2026	20261116*	156.80
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CW/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	145.07
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	17.52
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	11/2026	INV1806878	111.29
					DEPARTMENT TOTAL:	2,947.54
DEPARTMENT: 02.0		FINANCE				
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CW/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	66.95
27-57332	10-1749	RK BLACK INC.	SHARP PRINTER	11/2026	IN1394929	7.19
					DEPARTMENT TOTAL:	74.14
DEPARTMENT: 03.0		COURT				
27-58051	10-004789	TRADS, INC	OCT TRANSUNION	11/2026	6386912-202610-1	221.00
27-57464	10-1068	ONG	MONTHLY SVC	11/2026	20261111	95.85
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CW/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	1,350.35
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	104.08
27-57150	10-1749	RK BLACK INC.	NOV COPIER	11/2026	IN1394928	49.44
27-57119	10-3342	JANI-KING OF OKLAHOMA, INC.	NOV JANITORIAL	11/2026	OKC11260212	640.44
					DEPARTMENT TOTAL:	2,461.16
DEPARTMENT: 04.0		ENGINEERING				
27-57638	10-005900	TEIM DESIGN GROUP, PLLC	ENGINEER CONTRACT	11/2026	14059	2,964.33
					DEPARTMENT TOTAL:	2,964.33

FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
27-58355	10-005321	AMAZON CAPITAL SERVICES, IN	CALCULATOR, GLADE, ETC.	11/2026	0661052	152.87
27-58437	10-005321	AMAZON CAPITAL SERVICES, IN	27-57829	11/2026	6265863	270.74
27-58354	10-005373	CARD SERVICES/P1	Retirement Box Spohn	11/2026	2026240036	153.77
27-58400	10-005595	RAY'S WESTSIDE TAG AGENCY	Tag Transfers	11/2026	2 -WARR ACRES	20.00
27-57515	10-005802	FIRETROL PROTECTION SYSTEMS	ANNUAL INSPECTION	11/2026	101123463	1,206.00
27-58203	10-005929	WEX BANK	LEDT FUEL	11/2026	125527	149.03
27-57771	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	11/2026	LET-024793	603.00
27-57464	10-1068	ONG	MONTHLY SVC	11/2026	20261116	223.63
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	38,356.58
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	6,463.10
					DEPARTMENT TOTAL:	47,598.72
DEPARTMENT: 06.0		FIRE				
27-58338	10-006214	SKYLINE ELECTRIC, LLC	WIRE PLUG AT FD	11/2026	1617	275.00
27-58415	10-0225	GENUINE PARTS	HEADLIGHTS FOR E-1	11/2026	130295	63.30
27-58433	10-1	DYLLAN NICHOLS	BOOT REIMBURSEMENT NICHOL	11/2026	20261119-	150.00
27-57464	10-1068	ONG	MONTHLY SVC	11/2026	20261111	383.55
27-58428	10-1084	OKLAHOMA STATE FIREFIGHTERS	ANNUAL DUES	11/2026	CHF-27266	2,024.00
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	30,600.45
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	2,030.42
27-58414	10-2648	MUNGER PAINTS	PAINT AND SUPPLIES	11/2026	214213	702.59
27-58383	10-4251	SAM'S CLUB DIRECT FD	JANITORIAL SUPPLIES	11/2026	20261116	533.63
27-58384	10-4251	SAM'S CLUB DIRECT FD	OFFICE SUPPLIES FOR FD	11/2026	20261116-	222.40
					DEPARTMENT TOTAL:	36,985.34
DEPARTMENT: 07.0		COMMUNITY DEV				
27-58424	10-005321	AMAZON CAPITAL SERVICES, IN	BEDA CC BAGS	11/2026	4985852	16.32
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	3,281.01
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	241.13
27-57332	10-1749	RK BLACK INC.	SHARP PRINTER	11/2026	IN1394929	28.76
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	11/2026	INV1806878	134.23
					DEPARTMENT TOTAL:	3,701.45

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
27-58404	10-005321	AMAZON CAPITAL SERVICES, IN	PW SECURITY UPGRADES	11/2026	1921068	1,041.06
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	736.55
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	42.25
					DEPARTMENT TOTAL:	1,819.86
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
27-58311	10-004688	TLS GROUP, INC.	39TH COUNCIL LIGHTS	11/2026	2384	556.40
27-58381	10-004808	ADVANTAGE BATTERY OF OKLAHO	FOUR SCHOOL BATTERYS	11/2026	133690	279.96
27-58377	10-005321	AMAZON CAPITAL SERVICES, IN	5 COMB LOCKS FOR PW	11/2026	3690618	20.52
27-58247	10-0130	AMERICAN FIRE & SAFETY	ANNUALFIREECTINGISHERINSP	11/2026	133922	220.39
27-58333	10-0694	HASKELL LEMON CONST CO	THREE TONS OF ASPHALT	11/2026	23936	181.60
27-58357	10-0694	HASKELL LEMON CONST CO	TWO TONS OF ASPHALT	11/2026	23984-	135.20
27-58401	10-0694	HASKELL LEMON CONST CO	TWO TONS OF ASPHALT	11/2026	24051	124.80
27-58332	10-0933	MAXWELL SUPPLY	SLIT FENCE FOR PW YARD	11/2026	366545	239.25
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	11,617.46
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	1,649.59
27-58356	10-1622	WESTLAKE ACE HARDWARE	LANDSCAPE FABRIC PW YARD	11/2026	3505928	65.00
27-58398	10-1622	WESTLAKE ACE HARDWARE	SLIPBALLVALUE&BULKFASTNER	11/2026	3505933	39.48
27-58409	10-3003	VANCE BROTHERS, LLC	TACT FOR REPAIRS	11/2026	0 109595	405.00
27-58379	10-3207	LOGAN COUNTY ASPHALT CO	4 TONS COLD PATCH	11/2026	28276	640.09
					DEPARTMENT TOTAL:	16,174.74
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	312.48
27-58343	10-2305	HOIDALE CO INC	6BLUE6BLACK6GREENFOBS	11/2026	INV37623	87.00
					DEPARTMENT TOTAL:	399.48
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
27-58377	10-005321	AMAZON CAPITAL SERVICES, IN	5 COMB LOCKS FOR PW	11/2026	3690618	20.52
27-58103	10-005703	FLOOR-TECH JANITORIAL	CASE OF TOILET PAPER	11/2026	7828	60.00
27-58249	10-006300	AMERICAN FIRE TRAINING SYST	ANNUALFIREECTINGISHERINSP	11/2026	133923	200.39
27-58419	10-0225	GENUINE PARTS	TWO JACK HANDLE	11/2026	125560	21.74
27-58345	10-0668	HAYES ELECTRIC	DX&POSSIBLEREPAIR	11/2026	94777	165.00
27-58422	10-0883	LOCKE SUPPLY CO.	LIGHTBULBSFORPARKS	11/2026	59835689-00	241.86
27-57464	10-1068	ONG	MONTHLY SVC	11/2026	20261111	36.90
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	2,745.34
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	1,233.06
27-58346	10-1622	WESTLAKE ACE HARDWARE	BAG OF CONCRETE	11/2026	3505921	13.18
27-58356	10-1622	WESTLAKE ACE HARDWARE	LANDSCAPE FABRIC PW YARD	11/2026	3505929	50.16
27-58363	10-1622	WESTLAKE ACE HARDWARE	BULK FASTNERS	11/2026	3505932	29.86
27-58169	10-4179	BUDGET FLAG & BANNER	TWO 12 X 18 FLAGS	11/2026	33535	784.00
					DEPARTMENT TOTAL:	5,602.01
					FUND TOTAL:	121,857.43

FUND: 021- PUBLIC SAFETY FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
27-57737	10-004536	APPLIED CONCEPTS, INC.	DASH MOUNT RADARS	11/2026	485108	5,838.00
27-58436	10-005373	CARD SERVICES/P1	SAMS CLUB	11/2026	20261120	131.26
					DEPARTMENT TOTAL:	5,969.26
					FUND TOTAL:	5,969.26

FUND: 031- CAPITAL IMPROVE PROJECTS SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >$25,000				
27-57861	10-005900	TEIM DESIGN GROUP, PLLC	NW 36TH COUNCIL/ROCKWELL	11/2026	14065	4,443.00
27-58262	10-005900	TEIM DESIGN GROUP, PLLC	DOWNTOWN PARK/PAV	11/2026	14067	370.00
27-58443	10-005900	TEIM DESIGN GROUP, PLLC	SHANNON LIFT	11/2026	14074	2,867.00
					DEPARTMENT TOTAL:	7,680.00
					FUND TOTAL:	7,680.00

FUND: 045- 2022A GO BOND ISSUE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
27-57613	10-006099	HAPPY PLAYGROUNDS, LLC	RIPPER PLAYGROUND EQUIP	11/2026	3936	60,948.00
					DEPARTMENT TOTAL:	60,948.00
					FUND TOTAL:	60,948.00

AGENDA: 12/01/2026
ITEM: 3 (C)

NOTICE: On Thursday, November 12, 2026, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL

SPECIAL CALLED MEETING

TUESDAY, NOVEMBER 7, 2026

4:00 P.M.

RIPPER PARK
7933 NW 30TH ST
BETHANY, OK 73008

MEMBERS PRESENT:	Amanda Sandoval	Mayor
	Kathy Larsen	Council Member
	Chris Powell	Council Member
	Brian Magirowsky	Council Member
	Chandra Ford	Council Member
MEMBERS ABSENT:	Ken Smart	Vice Mayor
	Burt Falkner	Council Member
	Peter Plank	Council Member
	Aja Triana	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Brett Crecelius	Community
	Katherine Baker	BEDA Intern

MEMBERS OF THE BETHANY CITY COUNCIL, ADMINISTRATIVE STAFF, AND GUESTS WILL GATHER AT RIPPER PARK LOCATED AT 7933 NW 30TH STREET FOR THE PURPOSE OF A RIBBON CUTTING CEREMONY RELATED TO THE INSTALLATION OF A PLAYGROUND STRUCTURE FUNDED BY THE 2022 GENERAL OBLIGATION BOND.

THIS MEETING IS FOR CEREMONIAL PURPOSES ONLY, WITH NO BUSINESS TO BE ACTED UPON BY THE COUNCIL.

No action taken.

_____ _____

CITY CLERK MAYOR

AGENDA: 12/01/2026
ITEM: 3 (D)

NOTICE: On Thursday, November 19, 2026, at or before 12:30 pm. Agenda was posted at the front doors of City Hall or 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.

MINUTES

EMERGENCY CALLED MEETING

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

THURSDAY, NOVEMBER 19, 2026

4:00 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Mayor
	Burt Falkner	Council Member
	Chandra Ford	Council Member
	Aja Triana	Council Member
	Ken Smart	Vice-Mayor
	Brian Magirowsky	Council Member
	Kathy Larsen	Council Member
MEMBERS ABSENT:	Chris Powell	Council Member
	Peter Plank	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Lesa LaMar	Deputy City Clerk
	Michael Vaughn	City Clerk
	Steve Manek	Teim Design

The meeting was called to order at 4:05 p.m. by Mayor Sandoval.

1. CONSIDERATION AND POSSIBLE ACTION REGARDING THE CITY MANAGER'S DECLARATION OF AN EMERGENCY FOR EQUIPMENT REPAIR AT THE BETHANY WATER TREATMENT PLANT AS AN IMMINENT THREAT TO THE HEALTH AND SAFETY OF THE CITIZENS OF BETHANY AND AUTHORIZATION TO PROCEED WITH THE EXPENDITURE OF FUNDS NECESSARY TO MAKE REPAIRS PURSUANT TO SECTION 31.19 (B) (8) (D) OF THE BETHANY CODE OF ORDINANCES AND 61 O.S. SECTION 130.

Attorney Ray Jones briefed the council with the information that on Monday, November 16, 2026, the backwash supply line failed at the water treatment plant

flooding the high service room at the plant and forcing water to the basement of the control building and out of the high service building. Power to the building was cut and the leak was isolated with the fire department assistance, and plant production was shut down. The city is being supplied with Oklahoma City Water temporarily through the crossties. Council was contacted on the 16th at 7:47 p.m. via email. An emergency was declared via email to the council on the morning of the 17th and the city manager noted that the emergency had been declared in her comments at the city council meeting on the night of November 17th.

Engineer Steve Manek briefed the council that this was a failure of pipes and valves above the backwash pump. The engineer is continuing to investigate the cause of the incident to help prevent a recurrence. Manek noted there are 3, 300 hp motors attached to pumps at the bottom of the building. There is 1, 100 hp motor attached to a pump that is attached to the backwash. All of these pumps were under 9 to 10 feet of water. These will all have to be pulled and rehabilitated. We will be purchasing one new pump. We will be receiving quotes on the pipes and valves tomorrow. We are currently unable to produce any water. We do not have a date to be back up and producing water at this time.

Finance Director Vaughn answered questions from the council, stating that funds had been transferred from the operating contingency fund to address the emergency. He further informed that approximately $165,000 remained available in the fund should additional funding be required.

The city is currently using around 1.8 million gallons of water per day. Mr. Vaughn informed the council that money would also need to be moved to cover the charge for using Oklahoma City water.

The council will be updated as information becomes available.

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve emergency repairs not to exceed $130,000.00 then amended to not exceed $150,000.00. Yes votes: Triana, Larsen, Falkner, Smart, Magirowsky, Sandoval. No votes: None. Motion approved.

Mayor Sandoval adjourned the meeting at 4:29 p.m.

_____ _____

CITY CLERK MAYOR/CHAIRPERSON

Agenda: 11/17/2026
Item: 4

CITY OF BETHANY

From: Brett Crecelius, Community Development Director
Date: November 17, 2026
Subject: Consider a request by Maria Sanchez, Applicant and Property Owner, to rezone the property located in proximity of NW 38th and N Hammond from C-G (Commercial- General) to I-L (Industrial-Light)

BACKGROUND

The applicant is requesting to rezone the property located near NW 38th and N Hammond from C-G (Commercial General) to I-L (Industrial Light). The parcel is bordered by R-1 (Residential One Family) to the west, R-M (Residential Multi Family) to the south, C-G (Commercial General) to the north, and C-H (Commercial Highway) to the east. The applicant is requesting to rezone the property in order to allow auto storage on the site. Auto storage is not identified as a permitted use within the C-G (Commercial General). Therefore, the applicant has submitted a rezoning request to I-L (Industrial Light), where the following use is permitted: Establishments primarily engaged in the storage and wholesale distribution of new and used passenger automobiles, trucks, trailers, and other motor vehicles, excluding machinery wrecking establishments and junkyards.

Attached are the minutes and the staff report from the November 10, 2026 Planning and Zoning Commission meeting. Motion was made by James Clemmer, seconded by Steve Marx to approve the rezoning of property located in proximity of NW 38th and N. Hammond from C-G, Commercial General to I-L, Industrial Light. The votes are as follows: AYE- Justin Peck, James Clemmer, Steve Marx, Ron Crouch. NAY- Robert Helton, Anthony Garcia, Arvel Williams, Jennifer Edmonson. Sam Thurman. ABSTAIN- None.

The Planning and Zoning Commission did not recommend approval with the vote count of AYE-4, NAY-5, ABSTAIN-0.

RECOMMENDATION

1. As develops during the meeting.



ADDITIONAL COMMENTS

ORDINANCE NO. 2105

AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN I-L (INDUSTRIAL LIGHT) THE PROPERTY LOCATED NEAR NW 38TH STREET AND N HAMMOND 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:

WEST PARK ADDITION BLOOCK 002 LOT 007.

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

END

The undersigned hereby certify that the foregoing ordinance was introduced before the Bethany Planning and Zoning Commission on November 10, 2026, and the Bethany City Council on the June 3, 2025, and was duly adopted and approved by the Mayor and City Council of the City of Bethany on the 1st day of December, 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
NOVEMBER 10, 2026

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

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

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

LEGAL DESCRIPTION: WEST PARK ADDITION Block 002 Lot 007

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

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

LEGAL DESCRIPTION: WEST AVE ADDITION Block 000 Lot 002

City of Bethany

Planning & Zoning Staff Report

November 10th, 2026

CASE NO: PC 26-20

Request: Consider a request by Maria Sanchez, Applicant and Property Owner, to rezone the property located in proximity of NW 38th and N Hammond from C-G (Commercial- General) to I-L (Industrial-Light)

Legal Description: WEST PARK ADDITION Block 002 Lot 007

Current Zoning: Commercial General (C-G)

Proposed Zoning: Industrial Light (I-L)

Surrounding Zoning:

Direction	Zoning
North	C-G (Commercial- General)
South	R-M (Residential Multi Family)
East	C-H (Commercial-Highway)
West	R-1 (Residential One Family)

Table 1

Zoning Characteristics

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

Table 2

Background:

The applicant is requesting to rezone the property located near NW 38th and N Hammond from C-G (Commercial General) to I-L (Industrial Light). The parcel is bordered by R-1 (Residential One Family) to the west, R-M (Residential Multi Family) to the south, C-G (Commercial General) to the north, and C-H (Commercial Highway) to the east. The applicant is requesting to rezone the property in order to allow auto storage on the site. Auto storage is not identified as a permitted use within the C-G (Commercial General). Therefore, the applicant has submitted a rezoning request to I-L (Industrial Light), where the following use is permitted: Establishments primarily engaged in the storage and wholesale distribution of new and used passenger automobiles, trucks, trailers, and other motor vehicles, excluding machinery wrecking establishments and junkyards.

Analysis:

The site encompasses 27,950.0000sq. ft. (0.64 acres). The applicant is requesting a rezone to Industrial-Light to accommodate the auto storage use. The property is currently undeveloped. The subject site is located south of NW 39th Expressway, with surrounding commercial uses to the north, including a furniture store and a thrift store.

The Comprehensive Plan identifies this area as Commercial Mixed Use, and NW 39th Expressway corridor serves as a major commercial corridor within Bethany. Several nearby properties currently contain automotive-related uses that operate as legally nonconforming uses under the existing C-G (Commercial General) zoning district, as these uses are not permitted by right within the district today.

While the proposed rezoning may be compatible with the existing automotive-oriented character of some nearby properties, consideration should also be given to the broader implications of rezoning the property to I-L (Industrial Light). The existing nonconforming automotive uses in the area do not align with the intent of the C-G district or the long-term vision established by the Comprehensive Plan. Furthermore, approval of the rezoning would permit a wider range of industrial uses beyond the proposed auto storage use, some of which may be less compatible with surrounding commercial and residential properties.

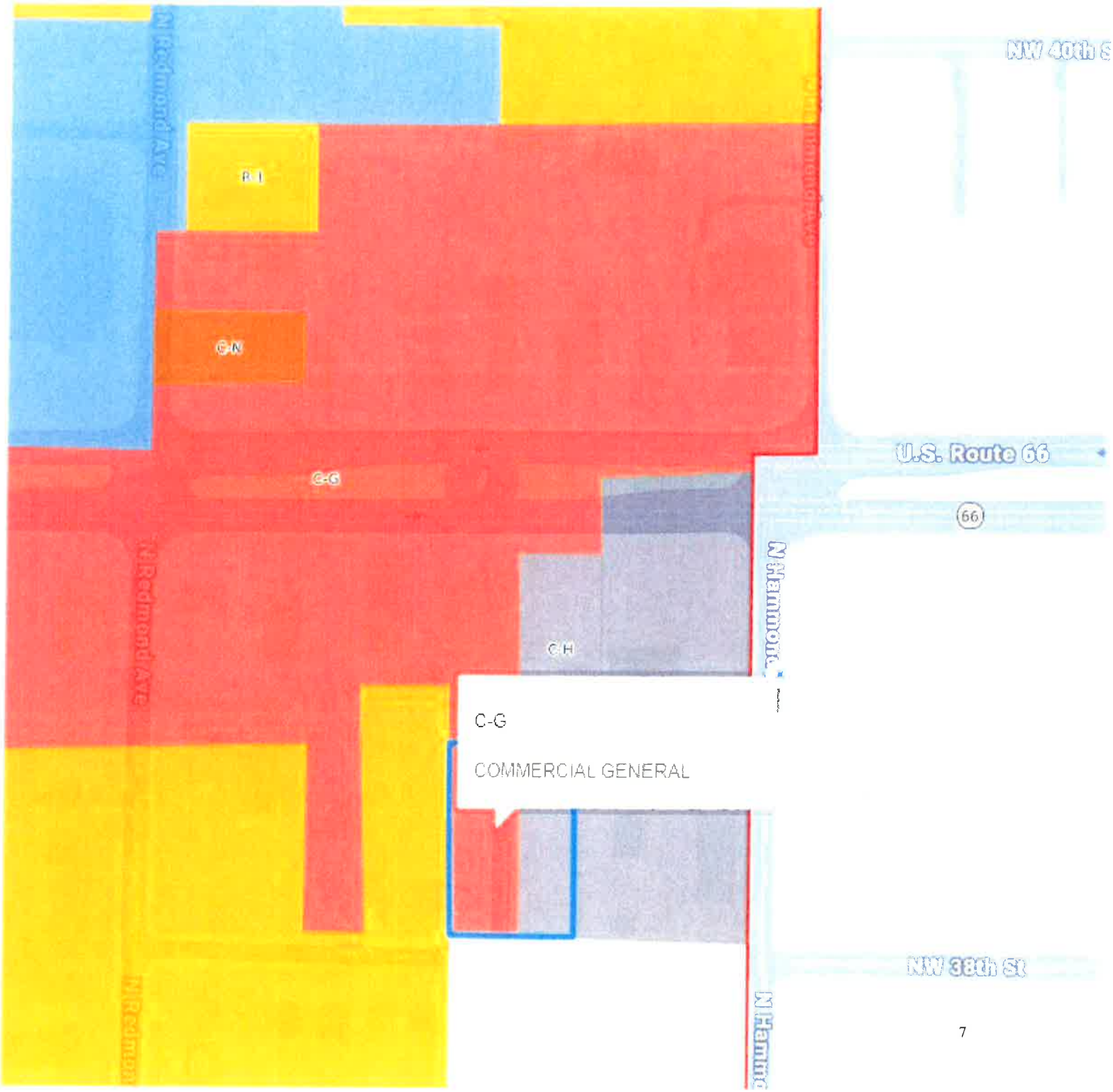
If the property is rezoned, any businesses or buildings will be required to come before the city for review and approval to ensure compliance with zoning, permitted uses, and building requirements.

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

Attachments:

- Zoning Map
- Aerial Photographs

- Application Documents
- Certified Owners List
- Public Notification


NW 40th S
N Redmond Ave
N Hammond Ave
R-1
C-N
C-G
U.S. Route 66
66
N Hammond
C-H
C-G
COMMERCIAL GENERAL
NW 38th St
N Redmond Ave
N Redmon
N Hammo



U.S. Route 66
66
NW 39th
Search
U.S. Route 66
66
N Redmond Ave
N Redmond Ave
N Redmond Ave
N Redm
NW 38th St
NW 38th St

FILE #: 26-002243
PERMIT #: RZ26-000006
ADDRESS: 6228 NW 39TH EXPY, BETHANY, OK 73008
DESCRIPTION: West Park Rezoning

Permit Type
Rezoning

Application Date
09/09/2026

Subtype
Rezoning

Approval Date

Work Description
West Park Rezoining

Issue Date

Applicant
Imperial Rental Properties LLC - Maria Sanchez

Expiration Date

Status
Payment Required

Close Date

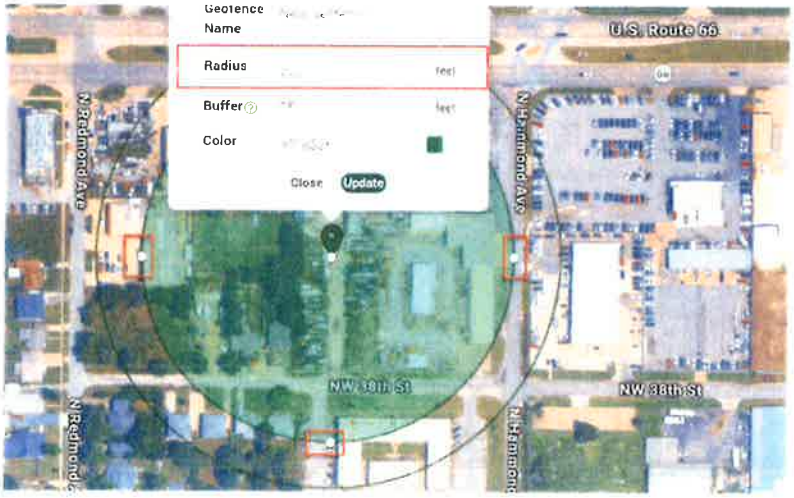
Please see Zoning District definitions HERE
APPLICANT INFORMATION
Are you the recorded property owner?
Yes
GENERAL INFORMATION
Current Zoning
C-G Commercial General
Requested Zoning
I-L Industrial Light
Area of Property (in acres)
0.75
AMENDMENT INFORMATION
Explain how the requested amendment aligns with the City of Bethanys Comprehensive Plan
this is currently an empty lot, used to be a RV park named West Park. the request is to harmonize the subject lot's classification with the established industrial character of the immediate area.The adjacent parcels " Dr Dan's Auto Repair Shop" , Avis Car Rental, Rim Auto Repair, Muniz Diesel Center. This lot is currently use for personal auto storage, creating logical zoning continuity along the corridor, ensuring compatible land uses and preventing incompatibility. The site is positioned to support industrial activity without impacting residential neighborhoods. The proposed use will not create unusual traffic hazard or place an excessive burden on municipal infrastructure. NOTE: the address 6228 NW 39th do not correlate with this parcel, parcel currently dont have an address but is on NW 38th.Parcel Pin ID 2862-17-132-3250
Current Use
Empty Lot
Proposed Use
Personal Car storage
Justification for Changes
this is currently an empty lot, used to be a RV park named West Park. the request is to harmonize the subject lot's classification with the established industrial character of the immediate area.The adjacent parcels " Dr Dan's Auto Repair Shop" , Avis Car Rental, Rim Auto Repair, Muniz Diesel Center. This lot is currently use for personal auto storage, creating logical zoning continuity along the corridor, ensuring compatible land uses and preventing incompatibility. The site is positioned to support industrial activity without impacting residential neighborhoods. The proposed use will not create unusual traffic hazard or place an excessive burden on municipal infrastructure. NOTE: the address 6228 NW 39th do not correlate with this parcel, parcel currently dont have an address but is on NW 38th.Parcel Pin ID 2862-17-132-3250
REQUIRED DOCUMENTS
Legal Description
WEST PARK ADDITION.pdf
List of Property Owners Within 300 Feet
List of nearby business.pdf
Applicable Maps Online Zoning Map
ACKNOWLEDGEMENT
I understand for my application to 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.
Checked
PAYMENTS

Date	Type	Reference	Note	Receipt #	Received From	Amount
09/29/2026				958	Imperial Rental Properties LLC - Maria Sanchez	$1,138.00
					Amount Paid	$1,138.00
					Balance Due	$0.00

List of Properties within 300ft:

1. **Avis Car Rental**
   a. **Owner : Nasrra Homes LLC C/O Ryan LLC**
   b. **Mailing address: 100 OLIVER ST, Unit 1840,Boston , MA, 02110**
2. **Dr. Dan's Auto Clinic:**
   a. **Owner: Morrison J D & Ingrid R TRS**
   b. **Mailing address: 8221 NW 27TH ST, Bethany, OK 73008**
3. **Rim 66 Auto Repair:**
   a. **Owner: ROUTE 66 PROPERTIES LLC**
   b. **Mailing addresss: 3810 N PENIEL AVE, OKC, OK 73112**
4. **Muniz Diesel Center auto repair:**
   Owner: CLAYTON PATSY J TRS & LIVING
   mailing address: 4404 NW 31ST ST, OKC, OK 73112
5. **Orcutt Mechanical Contractors: RED BANANA LLC**
6. **Orcutt Plumbing Heat and Air :**
   a. **Owner: RED BANANA LLC**
   b. **Mailing Address: 6200 NW 39TH EXWY, OKC, OK 73008**
7. **Western Furniture :**
   a.**Owner: Imperial rental Properties LLC**
   b. **Mailing Address: 4618 NE 67TH ST, OKC, OK 73121**
8. **Residential Homes 6301 NW 38TH ST BETHANY**
   a. **owner: LOERA SERGIO LEONARDO ETAL**
   Mailing Address: 6200 NW 39TH EXWY, Warr Acres, OK 73122
10. **Rental House: 6305 NW 38TH ST BETHANY**
9. **Graftec Communications.**
   a. **Owner: R K TECHNOLOGIES LLC**
   b. **Mailing Address: 3910 N REDMOND AVE, Bethany OK 73008**

300 Ft Radios Coverage:



BETHANY
Oklahoma

Department of Planning & Community Development

October 19, 2026

NOTICE OF HEARING **PLANNING & ZONING**
COMMISSION

AND CITY COUNCIL

Dear Property Owner:

This notice is to inform you that a neighboring property owner has filed an application with the Bethany Planning Department 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 their 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.: 26-20
2. Location of Property: In proximity of NW 38th and N Hammond
3. Legal Description: WEST PARK ADDITION 002 007 EX E30FT
4. Present Zoning: C-G (Commercial- General)
5. Proposed Zoning: I-L (Industrial- Light)

B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on November 10, 2026, at 6:30 P.M. At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the 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 December 1, 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.

D. Map



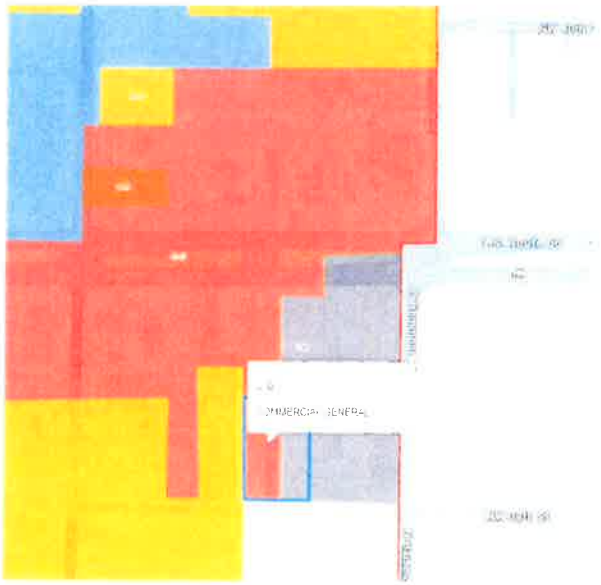
NOTICE OF PUBLIC HEARING

On November 10, 2026, at 6:30 p.m. the Bethany Planning and Zoning Commission will, during its regular session, hold a public hearing at Bethany City Hall, 6700 N.W. 36th St., Bethany, OK 73008 for the following: Consider a request by Maria Sanchez, Applicant and Property Owner, to rezone the property located in proximity of NW 38th and N Hammond from C-G (Commercial- General) to I-L (Industrial-Light).

Following the public hearing the Bethany Planning & Zoning Commission will vote on the request and forward a recommendation to the Bethany City Council, which in turn will hear this case on December 1, 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 Location: WEST PARK ADDITION 002 007 EX E30FT



Agenda: 11/17/2026
Item: 5

CITY OF BETHANY

From: Brett Crecelius, Community Development Director
Date: November 17, 2026
Subject: Consider a request by Kim Luong, Applicant and Property Owner, to rezone the property located in at 3501 N Rockwell from C-O (Commercial- Office) to R-1 (Residential One Family)

BACKGROUND

The applicant is requesting to rezone the property located at 3501 N Rockwell from C-O (Commercial Office) to R-1 (Residential One Family). The subject property is bordered by R-1 (Residential One Family) zoning to the north and west, PUD (Planned Unit Development) zoning to the south, and C-G (Commercial General) zoning to the east. The applicant is requesting the rezoning to convert the property into a single-family residence. Residential use is not permitted within the existing C-O zoning, requiring the requested rezoning.

Attached are the minutes and the staff report from the November 10, 2026 Planning and Zoning Commission meeting. Motion was made by James Clemmer, seconded Sam Thurman to approve rezoning 3501 N. Rockwell Ave. from C-O, Commercial Office to R-1, Residential One Family. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Steve Marx, Ron Crouch, Jennifer Edmonson, Anthony Garcia, Arvel Williams. NAY- Robert Helton. ABSTAIN- None.

The Planning and Zoning Commission did recommend approval with the vote count of AYE-8, NAY-1, ABSTAIN-0.

RECOMMENDATION

1. As develops during the meeting.



ADDITIONAL COMMENTS

ORDINANCE NO. 2103

AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN R-1 (RESIDENTIAL FAMILY) THE PROPERTY LOCATED AT 3501 N. ROCKWELL FROM C-O (COMMERCIAL OFFICE) 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:

WEST PARK ADDITION BLOOCK 000 LOT 002.

is hereby included in, added to, and made part of the district set aside for R-1, Residential Family, 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 November 10, 2026, and the Bethany City Council on the June 3, 2025, and was duly adopted and approved by the Mayor and City Council of the City of Bethany on the 1st day of December, 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
NOVEMBER 10, 2026

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

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

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

LEGAL DESCRIPTION: WEST PARK ADDITION Block 002 Lot 007

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

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

LEGAL DESCRIPTION: WEST AVE ADDITION Block 000 Lot 002

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

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

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

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

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

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

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

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

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

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

City of Bethany

Planning & Zoning Staff Report

November 10th, 2026

CASE NO: PC 26-21

Request: Consider a request by Kim Luong, Applicant and Property Owner, to rezone the property located in at 3501 N Rockwell from C-O (Commercial- Office) to R-1 (Residential One Family)

Legal Description: WEST AVENUE ADDITION Block 000 Lot 002

Current Zoning: Commercial Office (C-O)

Proposed Zoning: Residential One-family (R-1)

Surrounding Zoning:

Direction	Zoning
North	R-1 (Residential One-family)
South	PUD (Planned Unit Development)
East	C-G(Commercial-General)
West	R-1 (Residential One Family)

Table 1

Zoning Characteristics

	C-O	R-1
Lot area (minimum)	7,500 square feet	6,000 square feet
Lot Coverage (Maximum)	35%	None
Height (Maximum)	35 feet	35 feet or 2 –½ stories
Setbacks *Side* *Rear* *Front*	**Side Interior Lots** (minimum) 25 feet abutting residential **Rear** (minimum) 30 feet **Front** (minimum) 25 feet	**Side Interior Lots** (minimum) 10 feet on one side, 5 feet on the other **Rear** (minimum) 20 feet **Front** (minimum) 25 feet

Table 2

Background:

The applicant is requesting to rezone the property located at 3501 N Rockwell from C-O (Commercial Office) to R-1 (Residential One Family). The subject property is bordered by R-1 (Residential One Family) zoning to the north and west, PUD (Planned Unit Development) zoning to the south, and C-G (Commercial General) zoning to the east.

The applicant is requesting the rezoning to convert the property into a single-family residence. Residential use is not permitted within the existing C-O zoning, requiring the requested rezoning.

Analysis:
The site encompasses 10,414.0000 sq. ft. (0.24 acres).. The subject property is located on Rockwell Avenue, in an area characterized primarily by commercial uses; however, it directly abuts R-1-zoned properties from the adjacent residential neighborhood. The property was originally zoned R-1 before being rezoned to C-O in 1978 and has been used commercially since that time.

The Comprehensive Plan designates this area as Commercial Mixed Use and identifies it as one of six targeted areas within Bethany where mixed-use development is encouraged, specifically between NW 16th Street and NW 36th Street. The Comprehensive Plan supports the development of mixed-use districts that promote economic growth, encourage residential infill, expand opportunities for shopping, and dining, and strengthen community identity through distinctive commercial areas and gateway features.

Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a rezone that would allow the property to be rezoned from C-O to R-1.

Attachments:

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


C-O
COMMERCIAL OFFICE
C-R
NW 37th St
R-2
R-1
R-2
N Beaver Ave
PUD
NW 36th St
NW 36th St
N Holloway Ave
E-I
C-O
N Dorris Ave
N Mueller Ave
NW 35th St
C-O
PUD
I-L
NW 34th St
N Willow Ave
C-G
R-1
C-O
NW 33rd St
E-I
NW 32nd St
NW 32nd St
C-G
R-2
C-R
NW 31st St
R-2

C-O
COMMERCIAL OFFICE
N Donna Ave
N Rockwell Ave
3600
3509
3506
3504
3503
3502
3500
3412
3410
3430
3408
3406
3404

FILE #: 26-002518
PERMIT #: RZ26-000008
ADDRESS: 3501 N ROCKWELL AVE, BETHANY, OK 73008
DESCRIPTION: rezone to residential

Permit Type
Rezoning

Application Date
10/02/2026

Subtype
Rezoning

Approval Date

Work Description
rezone to residential

Issue Date

Applicant
White Lion Nail Salon - Kim Luong

Expiration Date

Status
Payment Required

Close Date

Please see Zoning District definitions HERE
APPLICANT INFORMATION
Are you the recorded property owner?
Yes
GENERAL INFORMATION
Current Zoning
C-O Commercial Office
Requested Zoning
R-1 RESIDENTIAL ONE FAMILY
Area of Property (in acres)
0.24
AMENDMENT INFORMATION
Explain how the requested amendment aligns with the City of Bethanys Comprehensive Plan
rezone from commercial to residential
Current Use
commercial
Proposed Use
residential
Justification for Changes
I want to live there.
REQUIRED DOCUMENTS
Legal Description
legal.pdf
List of Property Owners Within 300 Feet
3411.pdf
3503.pdf
Applicable Maps Online Zoning Map
ACKNOWLEDGEMENT
I understand for my application to 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.
Checked
PAYMENTS

Date	Type	Reference	Note	Receipt #	Received From	Amount
10/02/2026				965	White Lion Nail Salon - Kim Luong	$875.00
					Amount Paid	$875.00
					Balance Due	$0.00

name1	name2	name3	mailingaddress1	city	state	zipcode
AYERS MICHAEL E			3601 N DONNA	BETHANY	OK	73008
NIETO ROBERTO			3507 N DONNA AVE	BETHANY	OK	73008-3811
DETERS COLTEN			3600 N DONNA AVE	BETHANY	OK	73008-3814
PONCE GERARDO			3509 N ROCKWELL AVE	BETHANY	OK	73008-3961
DIXON SHIRLEY FAY			3506 N DONNA AVE	BETHANY	OK	73008-3812
RAMOS CARLOS & MARISOL			3503 N DONNA AVE	BETHANY	OK	73008-3811
WHITE WALTER KEITH			PO BOX 188	WHEATLAND	OK	73097-0188
HORSLEY CHARLES T			PO BOX 987	BETHANY	OK	73008-0987
HERNANDEZ JOSE & SUSANA			7212 NW 46TH ST	BETHANY	OK	73008-2318
TAMBUA PROPERTIES LLC			3407 N ROCKWELL AVE	BETHANY	OK	73008
TAMBUA PROPERTIES LLC			3407 N ROCKWELL AVE	BETHANY	OK	73008
WISH HOMES LLC			7200 NW 32ND ST	BETHANY	OK	73008
BUS KID REALTY LLC			10325 PAISLEY RD	YUKON	OK	73099
KANELOPOULOS GEORGE J & GINA M			5471 EMI RD	KOLOA	HI	96756-9710
HODSON BENTON E & JUDY			3404 N ROCKWELL AVE	BETHANY	OK	73008-3960
WESTBROOK MARY A			4502 CAMBRIDGE CT	SUGAR LAND	TX	77479-3947
METTLER LEON LEE			3601 N ROCKWELL AVE	BETHANY	OK	73008-3963
LLOYDBOYZ LLC			3606 N DONNA AVE	BETHANY	OK	73008
ALLEN ANDREW			3602 N DONNA AVE	BETHANY	OK	73008-3814
KANELOPOULOS GEORGE & GINA M			5471 EMI RD	KOLOA	HI	96756
WILLIAMS JAMES G & VICKI M TRS	WILLIAMS FAMILY TRUST		10400 SKI DR	OKLAHOMA CITY	OK	73162-6867
TROPICAL TAILS OKLAHOMA LLC			3712 DOW DR	OKLAHOMA CITY	OK	73116-1821
WGB REAL ESTATE LLC			3510 N ROCKWELL AVE	BETHANY	OK	73008-3962
THEPHACHANH JOHN			PO BOX 1893	BETHANY	OK	73008-3964
KIM LUONG INVESTMENTS LLC			3501 N ROCKWELL AVE	BETHANY	OK	73008-3961
RAM DAM DEVELOPMENT LLC			3411 N ROCKWELL AVE	BETHANY	OK	73008
ADAME DE HERNANDEZ MARIA T	HERNANDEZ OSCAR & MARIYCARMEN	HERNANDEZ LUIS	4205 N BEAVER AVE	BETHANY	OK	73008-2415
CRUZ ALEX JR & DONNA JEAN			3500 N DONNA AVE	BETHANY	OK	73008-3812
ADAME DE HERNANDEZ MARIA T	HERNANDEZ OSCAR & MARIYCARMEN	HERNANDEZ LUIS	4205 N BEAVER AVE	BETHANY	OK	73008-2415
RUTHERFORD SANDRA J	SLOVER TAMARA D		3504 N DONNA AVE	BETHANY	OK	73008

BETHANY
Oklahoma

Department of Planning & Community Development

October 19, 2026

NOTICE OF HEARING
PLANNING & ZONING COMMISSION

AND CITY COUNCIL

Dear Property Owner:

This notice is to inform you that a neighboring property owner has filed an application with the Bethany Planning Department 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 their 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.: 26-21
2. Location of Property: 3501 N Rockwell Ave
3. Legal Description: WEST AVENUE ADDITION 000 002
4. Present Zoning: C-O (Commercial- Office)
5. Proposed Zoning: R-1 (Residential One Family)

B. Hearing Schedule

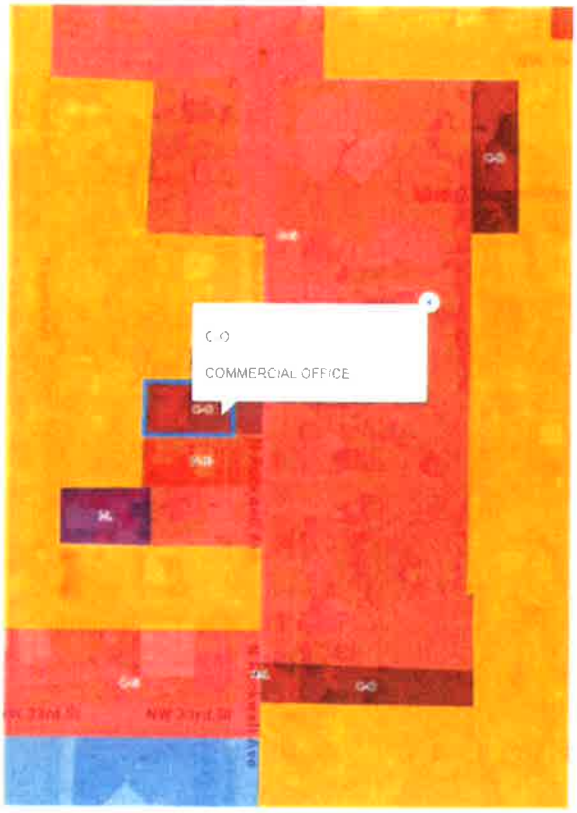
1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on November 10, 2026, at 6:30 P.M. At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed zoning change. The Commission will vote on whether to recommend approval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

D. Map



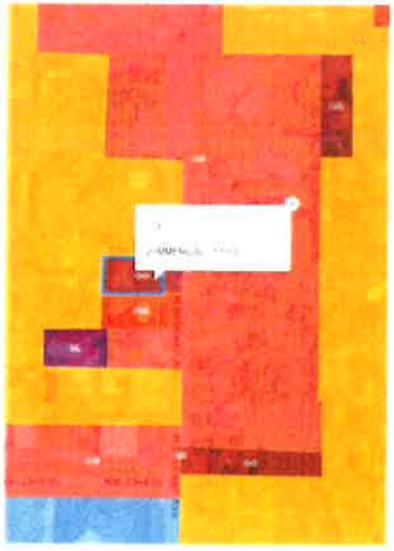
NOTICE OF PUBLIC HEARING

On November 10, 2026, at 6:30 p.m. the Bethany Planning and Zoning Commission will, during its regular session, hold a public hearing at Bethany City Hall, 6700 N.W. 36th St., Bethany, OK 73008 for the following: Consider a request by Kim Luong, Applicant and Property Owner, to rezone the property located in at 3501 N Rockwell from C-O (Commercial- Office) to R-1 (Residential One Family).

Following the public hearing the Bethany Planning & Zoning Commission will vote on the request and forward a recommendation to the Bethany City Council, which in turn will hear this case on December 1, 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 Location: WEST AVENUE ADDITION 000 002



Agenda: 11/17/2026
Item: 6

CITY OF BETHANY

From: Brett Crecelius, Community Development Director
Date: November 17, 2026
Subject: Discussion and possible action enacting a Dumpster Sighting Ordinance

BACKGROUND

Staff and the Planning and Zoning Commission have held several discussions regarding refinement of the dumpster enclosure standards to better address the sanitation needs of the City of Bethany. Based on those discussions, revisions have been incorporated into the ordinance to improve functionality, maintenance, and compatibility with surrounding properties.

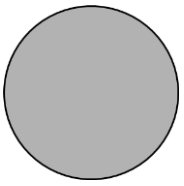
The current draft establishes regulations for dumpster enclosures in commercial and industrial districts as well as in multifamily residential uses. The ordinance defines dumpster enclosures and sets standards for their location on the property, dimensions, and construction materials. It also establishes compliance timelines for existing nonconforming dumpsters.

Attached are the minutes and the staff report from the November 10, 2026 Planning and Zoning Commission meeting. Motion was made by Ron Crouch, seconded by James Clemmer to approve the Dumpster Sighting Ordinance. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Ron Crouch, Jennifer Edmonson, Arvel Williams. NAY- Anthony Garcia. ABSTAIN- None.

The Planning and Zoning Commission did recommend approval with the vote count of AYE-8, NAY-1, ABSTAIN-0.

RECOMMENDATION

1. As develops during the meeting.



ADDITIONAL COMMENTS

ORDINANCE NO. 2104

AN ORDINANCE ADDING SECTION 51.13 TO THE BETHANY CODE OF ORDINANCES PROVIDING FOR THE REGULATION AND LOCATION OF GARBAGE DUMPSTERS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS AND MULTI-FAMILY RESIDENTIAL USES.

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

SECTION 1. Chapter 5, Section 51.13 is added as follows:

§ 51.13 DUMPSTER CORRALS.

(A) All garbage dumpsters shall be enclosed in a corral.
(B) Dumpster corrals shall be located behind the front build line of the primary structure.
(C) No dumpster corral shall be located within 20 feet of any property line.
    a. No dumpster corral shall be located within any utility easement.
(D) All dumpsters shall be fully screened from the view of the public right-of-way or any adjacent residential zone or residential use.
    a. Screening shall be provided on three (3) sides by a single-material wall or fence constructed of masonry, concrete, or treated wood.
        i. In commercial zoning fence materials can be chain length fence with privacy slats.
        ii. Dumpster enclosures shall be designed and constructed with materials and finishes that are consistent with the primary building, creating a unified and aesthetically cohesive appearance throughout the development.
    b. The fourth side shall be screened by a solid gate of equal height of the corral walls.
    c. Screening shall provide at least one (1) foot of clearance on each side of the dumpster, measured between the dumpster and gate hinges, to allow garbage trucks to pick up empty, and replace the dumpster.
    d. The minimum height of the corral and gate shall be six (6) feet or the height of the dumpster, whichever is greater. The corral shall have a minimum interior width of (6.5) feet and may be larger than needed to accommodate the dumpster(s).
    e. The installation of bollards on each side of the dumpster enclosure.
    f. The gate shall be equipped with sleeved holes or another approved mechanism capable of securely holding the gate in open and closed positions to prevent injury or property damage.
    g. All gates to dumpster corrals shall remain operational.
    h. No Parking shall be allowed near the dumpster corral to maintain unobstructed access for sanitation services.
(E) All dumpster corrals shall be maintained in good repair and in a sanitary condition by the property owner, property management company, tenant, and or utility account holder.
    a. Trash, litter and refuse shall not be permitted to accumulate around the exterior of the corral. All trash, litter and refuse shall be deposited within the dumpster.
    b. The corral shall remain closed and dumpster shall remain covered.

This ordinance applies to:

c. All new construction or development of commercial and industrial districts and residential multifamily uses consisting of four units or more
d. Any replacement or relocation of an existing dumpster or dumpster corral.

(F) Existing nonconforming dumpsters shall be enclosed within a corral and brought into compliance within 24 months of the effective date of this ordinance.

(G) Temporary private dumpsters used for active construction, demolition, remodeling, renovation, or similar work shall be exempt from the dumpster corral enclosure requirements of this section, provided that:

a. The dumpster is authorized pursuant to § 51.03(B) and any applicable permit requirements imposed by the City Manager or designee;
b. The dumpster is located on the property where the work is being performed;
c. The dumpster remains on site only for the duration of the permitted work and is removed following completion of the work; and
d. The dumpster is maintained in a safe, sanitary, and orderly condition.

(H) Private non-city-issued dumpsters serving Multifamily Residential uses, Commercial and or Industrial uses on an ongoing or permanent basis shall comply with the requirements of § 51.03 and any permit conditions imposed by the city.

(I) All dumpsters, whether temporary or permanent, shall comply with subsection (F)(a). Trash, litter, refuse, debris, or other waste materials shall not accumulate outside the dumpster or within the surrounding area. All waste materials shall be deposited within the dumpster, and the responsible property owner, occupant, contractor, and/or hauler shall maintain the dumpster and surrounding area in a clean and sanitary condition.

(J) A violation of any provision of this ordinance shall be unlawful and subject to the penalty provisions of Section 10.99 of the Bethany Code of Ordinances, as amended.

(K) Administrative Permission

a. When extraordinary conditions exist, including but not limited to topography, land ownership, adjacent development, historic district considerations, the Community Development Director or Public Works Director may modify these standards as deemed appropriate and in the public interest. These standards shall be reviewed on a case-by-case basis by the Public Works Director and shall not establish precedent.
b. Administrative permission shall not be granted for any new development.
c. Appeals from a decision regarding administrative permission shall be heard by the Board of Adjustment in accordance with applicable procedures.

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

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

END

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

ATTEST: MAYOR

_____ _____

CITY CLERK

Approved as to form and legality on _____, 2026.

CITY ATTORNEY

_____

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

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

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

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

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

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

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

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

11/10/26 P&Z minutes

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

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

Planning & Zoning Staff Report

November 10, 2026

CASE NO: PC 26-18

Request: Discussion and possible action on Dumpster Sighting Ordinance

***Background*:** Staff and the Planning and Zoning Commission have held several discussions regarding refinement of the dumpster enclosure standards to better address the sanitation needs of the City of Bethany. Based on those discussions, revisions have been incorporated into the ordinance to improve functionality, maintenance, and compatibility with surrounding properties.

At the last meeting, the Commission voted to table the item subject to revisions. Following the meeting, staff consulted with Public Works to gather additional input regarding potential impacts. Attached is an assessment from Public Works Director Phil Stowell regarding an existing dumpster enclosure within the City of Bethany. Based on those discussions and comments from the Director, few modifications have been made to the ordinance for the Commission's review.

***Analysis*:**

The current draft establishes regulations for dumpster enclosures in commercial and industrial districts as well as in multifamily residential uses. The ordinance defines dumpster enclosures and sets standards for their location on the property, dimensions, and construction materials. It also establishes compliance timelines for existing nonconforming dumpsters.

The draft also identifies extraordinary conditions existing, including but not limited to topography, land ownership, adjacent development, historic district considerations. Therefore, there is a eligibility for Administrative Permission from the Community Development Director or Public Works Director in which they may modify these standards as deemed appropriate and in the public interest. These standards shall be reviewed on a case-by-case basis. However, Administrative permission shall not be granted for any new development. And any Appeals from a decision regarding administrative permission shall be heard by the Board of Adjustment.

Staff are aware of the potential need for Administrative Permission applications and is currently developing a standard operating procedure (SOP) to guide the review process. In addition, staff will create an online application through Citizenserve.

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

***Attachments*:**

- Dumpster Sighting Ordinance Draft
- Additional Document

PROJECT PROGRESSION

PROJECT: **DUMPSTER ENCLOSURE ASSESSMENT**

INITIATION DATE: **OCT.2026**

FIELD NOTES:	SCOOTER ENCLOSURE - STEEL AND CINDER BLOCK DESIGN **NOTE: THE FOLLOWING IS THE INTERIOR FOOT PRINT MEASUREMENTS ONLY – THE MEASUREMENTS DO NOT TAKE INTO CONSIDERATION THE THICKNESS OF THE WALLS:** 12' WIDE X 9'6" DEEP 6' 2" HIGH DESIGNED FOR TWO 4 YD DUMPSTER DUMPSTER MEASUREMENTS: 43" DEEP 78" WIDE INCLUDING HOOK UP TABS 49.5" TALL **NO PARKING STRIPES A GOOD THING, SIGNIFICANT IN SIZE GATES WHEN OPENED: NO HOLE IS DRIVING SURFACE TO SECURE GATE ROD.
ASSESSMENT	THE EXAMPLE ENCLOSURE IS A GOOD TEMPLATE FOR CONSTRUCTION SPECIFICATIONS . THE UNIT IS DESIGNED TO HOUSE TWO OF THE CITY'S 4 YARD DUMPSTERS. IF ADDITIONAL DUMPSTERS BEYOND TWO ARE DESIRED TO BE HOUSED IN ONE ENCLOSURE, THE AREA NEEDED COULD BE EXTRAPOLATED BASED ON THE TEMPLATE. IT WAS NOTED THAT THERE WERE SLEEVED HOLES IN THE DRIVING SURFACE TO SECURE THE GATES IN THE CLOSED POSITION HOWEVER, THERE WERE NO ADDITIONAL HOLES TO SECURE THE GATES IN THE OPENED POSITION. I WOULD RECOMMEND THAT A MECHANISM SUCH AS SLEEVED HOLES BE REQUIRED FOR BOTH OPEN AND CLOSED GATE POSITIONS. WINDS, GATE SAG, ECT COULD CAUSE INJURY AND DAMAGE IF NOT PROPERLY SECURED. ALSO NOTED : THE PAINTED STRIPED NO PARKING AREA IN FRONT OF THE GATES – THIS WOULD ALSO BE A GOOD REQUIREMENT TO KEEP THE ENCLOSURE ACCESSIBLE FOR SANITATION SERVICE. SCOOTER ENCLOSURE PHOTOS ATTACHED. PHIL STOWELL, PUBLIC WORKS DIRECTOR













AGENDA: 12/01/2026
ITEM: 8

CITY OF BETHANY
OKLAHOMA







PROJECT UPDATES
December 2026

TEIM DESIGN

2016 LIBRARY G.O. BOND

CITY OF BETHANY

NW 35th Pavement reconstruction, NW 34th to NW 35th sidewalk, Mueller from NW 35th to south of NW 34th.

- Survey complete
- Design complete
- Project awarded to Parathon Construction - $488,487.85
- Under Construction
- Project complete - $515,132.35

TEIM DESIGN

NW 32nd and Peniel Booster Pump Station

- Survey complete
- Vertical turbine pump and piping design underway
- New valve installed to isolate pump station
- Existing lines excavated and surveyed for depth and location
- Existing water system modeling underway

PROPOSITION 4-A
DRAINAGE

CITY OF BETHANY

<u>Constructing, improving, enlarging, engineering, equipping, and repairing storm drainage facilities within the City of Bethany. These projects may be completed in phases and funds provided by other governmental agencies and other sources may be used to complete these projects.</u>

- Identifying and inspecting CMP's under pavement at 6 locations
- Investigating 8 areas of drainage concerns for possible improvements
- Preliminary Drainage Assessment Report submitted to City for review

WATER TREATMENT PLANT IMPROVEMENTS

CITY OF BETHANY

Water Treatment Plant Granular Activated Carbon (GAC) Filter Upgrades

- Evaluating plant operations
- Full scale pilot study to confirm plant can meet future water quality standards with stand alone GAC filters
- Testing raw water for chemical composition for design of GAC filters
- Apply for possible loan forgiveness for the project from the Oklahoma Department of Environmental Quality (ODEQ) at the appropriate time
- Discussed construction permitting and pilot study protocol with the ODEQ
- Pilot study design report to be submitted to ODEQ in December

2024 COMMUNITY PROJECT FUNDING
CONGRESSWOMAN STEPHANIE BICE

CITY OF BETHANY

NW 25th and Shannon Lift Station Replacement

- Survey complete
- Environmental Categorical Exclusion Application – complete and submitted to EPA
- Design complete
- Environmental Permit approved by EPA
- Project submitted for funding by the EPA through Grants.Gov
- Grant awarded
- Easement acquired
- ODEQ permit received
- EPA approved plans and specifications
- Low bid Krapff-Reynolds Construction - $698,216.00

TEIM DESIGN

WASTEWATER INFRASTRUCTURE

CITY OF BETHANY

City of Bethany/BFC Public-Private Partnership

- 80 linear feet of sewer replaced
- New manhole installed
- Infrastructure installed prior to BFC sidewalk improvements
- Cost share between both entities
- BFC almost complete with private improvements

2026 COMMUNITY PROJECT FUNDING
CONGRESSWOMAN STEPHANIE BICE

CITY OF BETHANY

NW 50th and McMillan Lift Station Rehabilitation and Upgrade

- New chopper pumps
- Upgraded electrical system
- New valves and piping
- 2026 Community Project Funding awarded through Congresswoman Stephanie Bice's office
- Construction anticipated in 2028
- Design contract approved November 2026

2026 COMMUNITY PROJECT FUNDING
CONGRESSWOMAN STEPHANIE BICE

CITY OF BETHANY

NW 25th and Peniel Lift Station Rehabilitation and Upgrade

- New chopper pumps
- Upgraded electrical system
- New valves and piping
- 2026 Community Project Funding awarded through Congresswoman Stephanie Bice's office
- Construction anticipated in 2028
- Design contract approved November 2026

WATER TREATMENT PLANT SCADA PHASE 1

CITY OF BETHANY

<u>The city has applied for a grant to upgrade their SCADA (Supervisory Control and Data Acquisition) facilities for the water treatment plant transmission and storage facilities.</u>

- State and Local Cybersecurity Grant Program (SLCGP) application approved by Oklahoma Office of Homeland Security
- Phase 1 SCADA upgrades grant of $250,000.00 (no local match required)
- Project Initiation meeting complete to ensure compliance with grant reporting and requirements
- Determining which equipment will be included in this grant to provide detailed equipment inventory to OHS.

STREET IMPROVEMENTS

CITY OF BETHANY

Downtown Parking and Pavement

Locations:

City parking lot north of NW 38th

NW 38th from Asbury to College

College from NW 38th to NW 39th

Peniel from NW 38th to NW 39th.

- Geotechnical investigation complete
- Design underway

TRAIL IMPROVEMENTS

CITY OF BETHANY

NW 36th Street Trail Improvements.

- Project awarded to the City by ACOG
- Project agreement approved by City and ODOT
- Funding agreement with Putnam City Schools
- Survey complete
- Design underway
- Information for NEPA clearance provided to ODOT Local Government

PARK IMPROVEMENTS

CITY OF BETHANY

PARK	FUNDED BY
Garrison Park Playground Structure - 2027	1900 Parkside Apartments

COMPLETED PROJECTS

CITY OF BETHANY

2022 G.O. BOND PROJECTS

Proposition 1-A	NW 23rd & Rockwell	$384,745.14
Proposition 1-B	NW 36th & Rockwell	$434,655.74
Proposition 1-C	NW 36th & Council	$322,088.93
Proposition 1-D	Peniel – NW 39th to NW 42nd	$456,132.55
Proposition 1-E	NW 30th - Rockwell to Peniel	$551,966.38
Proposition 1-F	Mueller – NW 44th to NW 50th	$802,755.28
Proposition 1-G	N. Divis – NW 36th to NW 39th Expressway	$474,043.33
Proposition I-H	Peniel – NW 25th to NW 30th	$329,177.74
Proposition 2-A	Eldon Lyon Park	$437,767.25
Proposition 2-B	Ripper Park	$77,492.00
Proposition 2-B	Ripper Park Pickleball Courts – TSET Funded	$89,000.00
Proposition 2-B	Ripper Park Playground Structure	$60,948.00
Proposition 2-C	Garrison Park	$229,806.75
Proposition 2-D	Macrory Park	$77,492.00
Proposition 2-E	Ron Clark Park – TSET Funded	$40,000.00
Proposition 2-F	Cecil Mendenall Park	$239,300.00
2016 G.O. Bond	Cecil Mendenall Park Exercise Equipment	$53,554.60
Proposition 3-A	Fire Station	$1,356,611.00
Proposition 3-B	Police Headquarters Addition	$360,780.00
Proposition 3-B	Police HQ Roof Replacement	$442,439.00
Proposition 3-C	Animal Welfare	$203,910.30

COMPLETED PROJECTS

CITY OF BETHANY

ARPA PROJECTS

Sanitary Sewer Replacement-Force Main (Peniel – NW 25th to NW 32nd)	$827,503.66
Oklahoma County Funded Water Meter Project (260 meters)	$250,000.00
Smart Water Meters	$2,462,999.96
NW 34th Street Healthy Living	$100,000.00
NW 31st Street Lift Station	$1,819,657.76
Well & Wellfield Improvements	$3,947,999.54
Sanitary Sewer Replacement for Animal Welfare	$128,442.00

CITY FUNDED

Ripper Park Swimming Pool Phase 1	$135,000.00
Ripper Park Swimming Pool Phase 2	$89,489.00
Ripper Park Swimming Pool Phase 2B	$99,897.00
Public Art Library (Owl)	$4,000.00
NW 30th Street and Wilburn Sewer Line Project – 220 Linear Feet	$23,113.72
Route 66 Monument Signs	$75,000.00
Utility Box Wraps	$5,000.00
Sidewalk Partnership Program Project NW 43rd – Asbury to College, N. Mueller – NW 43rd to NW 44th, N. Mueller – South of NW 42nd	$130,209.00
Adopt a Bench Program “ongoing”	$2,000.00
Ripper Park - Bleachers and shade structures for pickle ball court – AARP Grant	$12,837.63
Macrory Park tot playground equipment – Peniel Modular Home Addition	$12,500.00

COMPLETED PROJECTS

CITY OF BETHANY

ODOT PROJECTS

CRSSA Mill & Overlay – 23rd & Rockwell	$609,161.00
SH-66 Pedestrian Improvement Project	$2,266,000.00
NW 23rd Street Sidewalk Project	$396,779.35
Route 66 Pavement Shields	$7,000.00

CDBG FUNDED

Waterline Replacement (Holloway from NW 36th to NW 32nd Street)	$233,634.00
Waterline Replacement (NW 34th Street from Holloway to Mueller)	$273,000.00

Agenda: 12/01/2026
Item: 10

BETHANY CITY COUNCIL

From: Ray Jones, City Attorney
Date: December 1, 2026
Subject: Artificial Intelligence Use Policy

BACKGROUND

This policy allows City of Bethany Covered Users (elected officials, board and committee members, employees, volunteers, and interns) to use AI to work more efficiently, while protecting City information and keeping people accountable for the results. Key requirements:

- **Approved tools only.** AI may be used for City business only through tools authorized by the City Manager or designee and listed in Appendix A. Personal or consumer accounts and unapproved subscriptions are prohibited.
- **Protect data.** Do not enter confidential, sensitive, or personally identifiable information into AI tools. AI may not store, train on, or alter City data, and may not modify original records.
- **Verify everything.** Users must review and fact-check AI output and remain fully responsible for the final work product.
- **Human decision-making.** AI must not be the sole basis for employment, public-safety, eligibility, legal, or other significant decisions. Legal questions go to the City Attorney.
- **Public records.** AI-generated content may be a City record and is subject to the Oklahoma Open Records Act and retention requirements.
- **Appropriate content.** No discriminatory, deceptive, or harassing content, and no AI-created likenesses of real people without advance written City Manager approval and the person's consent.
- **Compliance.** Violations may result in loss of AI access and disciplinary or Council action. The City Manager reviews the policy at least annually.

RECOMMENDATION

1. Approve as presented.



ADDITIONAL COMMENTS

ARTIFICIAL INTELLIGENCE USE POLICY
City of Bethany, Oklahoma

Purpose

The City of Bethany (the "City") recognizes that Artificial Intelligence (AI) can improve efficiency, assist employees with routine tasks, support research and communication, and help the City better serve the public.

This policy establishes expectations for the responsible use of AI while protecting confidential and sensitive information, maintaining the accuracy and integrity of City work, and ensuring that Covered Users—not AI—remain responsible for City decisions and work products.

Scope

This policy applies to (a) the Mayor and members of the City Council; (b) all commissions, committees, boards, authorities, trusts, and other entities created by the City Council, and the members thereof; (c) all City employees; and (d) volunteers, interns, and others authorized to use City technology or information in the performance of City business (collectively, "Covered Users").

For purposes of this policy, AI includes generative AI platforms, AI-enabled virtual assistants, chatbots, automated content-generation tools, and other technology that uses artificial intelligence to generate, analyze, summarize, organize, or otherwise process information. Unless the context requires otherwise, references to "employees" in this policy include all Covered Users.

1. Responsible Use of AI

The City supports the responsible use of AI when it can improve productivity, reduce repetitive work, assist Covered Users in organizing information, or enhance City services. AI may be used for City business only through AI tools officially authorized by City administration in accordance with Section 8 of this policy, and no other AI tool, platform, or subscription may be used for City business.

Appropriate uses may include:

- Creating initial drafts of letters, emails, reports, presentations, agendas, policies, job descriptions, or other documents;
- Summarizing or organizing non-confidential information;
- Brainstorming ideas or developing outlines;
- Researching general topics;
- Assisting with data analysis when the data is appropriate for use in the AI system;
- Developing training, educational, or public-information materials; and
- Assisting with routine administrative tasks.

AI should be treated as a **supportive tool—not as a substitute for human knowledge, professional judgment, legal review, or decision-making authority.**

Covered Users remain responsible for their work regardless of whether AI assisted in creating it.

2. Protect City Information and Data Integrity

Covered Users must use caution when entering information into an AI system. Information submitted to an AI provider may be stored, retained, reviewed, or used in ways outside the City's control.

Unless specifically authorized for use within an approved AI system, Covered Users should **not enter confidential, sensitive, protected, or personally identifiable information into an AI tool.**

Examples may include:

- Social Security numbers, driver's license numbers, financial information, or other personally identifiable information;
- Employee personnel, medical, disciplinary, payroll, or benefits information;
- Applicant or candidate information;
- Law enforcement-sensitive or criminal justice information;
- Passwords, credentials, network information, or cybersecurity information;
- Attorney-client privileged or attorney work-product information;
- Information protected from disclosure by law;
- Confidential information belonging to residents, businesses, contractors, or other third parties; or
- Other information the Covered User would not otherwise be authorized to disclose outside the City.

When uncertain whether information may be entered into an AI system, Covered Users should consult **the City Manager or the City's designated IT administrator** before proceeding.

Data Integrity. To protect the integrity and security of City data, records, and files, Covered Users must comply with the following requirements:

- No Covered User shall allow any AI tool to store, retain, train on, or alter City data, records, or files;
- AI tools shall not be given write, edit, or delete access to any City system, database, or record;

- Data-retention, chat-history, and model-training features of any AI tool shall be disabled wherever such settings are available, and City data shall not be entered into any AI tool that does not permit those features to be disabled; and
- AI shall not be used to modify original City records. Any AI-assisted revisions shall be made only to a copy of the record, and the revised copy must be reviewed and approved by a human before it is used, filed, or relied upon.

3. Public Records and Records Retention

Covered Users should remember that use of AI for City business does not change the City's responsibilities regarding public records or records retention.

AI-generated or AI-assisted content used to conduct City business may constitute a City record depending upon its content and use.

Covered Users should follow the City's existing policies and applicable law, including the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq., regarding creation, retention, disclosure, and disposal of City records.

Covered Users should not use AI as a means of avoiding records-retention or public-record requirements.

4. Verify AI-Generated Information

AI can generate information that sounds authoritative but is incomplete, outdated, inaccurate, misleading, or entirely fabricated.

Covered Users must review AI-generated content before relying upon it or sharing it with others.

Covered Users should:

- Read and review the entire AI-generated work product;
- Verify important facts, dates, citations, calculations, quotations, and sources;
- Confirm legal or regulatory information using authoritative sources;
- Ensure the final product accurately reflects City policies, practices, and decisions; and
- Correct inaccurate, misleading, inappropriate, or biased content before use.

Covered Users are responsible for the accuracy of the final work product—not the AI system.

5. Human Oversight and Decision-Making

AI may assist Covered Users in evaluating information, but it should not independently make decisions on behalf of the City.

Covered Users should exercise particular caution when AI is used in matters affecting an individual's rights, employment, benefits, access to services, or other significant interests.

AI should not be the sole basis for decisions involving:

- Hiring, promotion, discipline, termination, or other employment actions;
- Employee performance evaluations;
- Applicant screening or selection;
- Law enforcement or public-safety actions;
- Eligibility for City programs or services;
- Legal rights or obligations; or
- Other significant City decisions.

Any use of AI in these areas should include appropriate human review and comply with applicable City policies and law.

6. Legal, HR and Professional Advice

AI-generated information should not be treated as legal advice or as a substitute for advice from qualified professionals.

Covered Users should not rely solely on AI to interpret statutes, regulations, ordinances, employment laws, contracts, personnel matters, or other legal requirements.

Questions requiring legal interpretation should be referred to **the City Attorney**. Human resources, finance, engineering, law enforcement, information technology, and other specialized matters should receive appropriate professional review.

7. Appropriate Content and Intellectual Property

Covered Users must use AI in a professional manner consistent with all other City policies.
AI may not be used to create discriminatory, harassing, threatening, fraudulent, deceptive, defamatory, or otherwise inappropriate content.

Covered Users should also be mindful that AI-generated content may contain or resemble copyrighted, trademarked, or otherwise protected material. Covered Users should review AI-generated materials before publication or external distribution and follow applicable intellectual-property requirements.

Covered Users shall not use AI to create, generate, edit, alter, or use any image, video, audio recording, voice, or other likeness of an actual, identifiable person, including City officials, City employees, residents, and public figures. This prohibition includes deepfakes, voice clones, AI-generated avatars, and any other synthetic or digitally altered likeness of an actual person. No such

image or likeness shall appear in any AI product used for City business. The only exception is a specific use that is expressly approved in advance and in writing by the City Manager, for which the person depicted has given prior written consent; any such approval and consent shall be retained as a City record.

8. Approved AI Tools

Covered Users may use AI for City business only through AI tools officially authorized by **City administration (the City Manager or designee)** for City business.

Personal, free, or consumer AI accounts may not be used to conduct City business, even if the underlying AI product is otherwise publicly available.

City administration shall maintain a separate list of approved AI tools and permitted uses.

No AI subscription, license, account, free trial, or paid service may be purchased, enrolled in, or activated for City business, or using City funds or City credentials, without the prior written administrative approval of the City Manager or designee. All approved AI subscriptions, licenses, and accounts shall be centrally recorded by City administration.

Covered Users who identify an AI tool that could improve City operations should submit it to **the City Manager or designee** for review before using it for City business.

Review may include consideration of:

- Data security and privacy;
- Terms of service;
- Data retention and use;
- Ability to prevent storage, retention, training on, or alteration of City data;
- Cybersecurity;
- Integration with City systems;
- Cost and licensing;
- Accessibility;
- Appropriate uses and limitations; and
- Applicable legal or regulatory requirements.

Some AI tools may only be accessed and utilized by authorized users because the tools are utilized by license. For any AI tools which is authorized by license, only the covered user issued a license may access that AI tool. Licenses for covered users will be determined by the City Manager on an as need basis.

9. Responsibility and Compliance

Covered Users are expected to use good judgment when using AI and to comply with this policy and all other applicable City policies.

Covered Users who are uncertain whether a particular AI use is appropriate should ask their supervisor, department head, or the City Manager before using the tool.

Use of AI in violation of this policy may result in restriction of access to AI tools. Violations by employees may be addressed under the City's personnel policies. Violations by the Mayor, Councilmembers, or members of commissions, committees, and other Council-created entities may be addressed by the City Council as permitted by the City Charter, ordinances, and applicable law.

This policy and any list of approved AI tools shall be reviewed at least annually by the City Manager, and whenever significant technological, legal, or operational changes occur, with any recommended revisions presented to the City Council for consideration.

APPENDIX A

Approved Artificial Intelligence Tools

This appendix is maintained by City administration (the City Manager or designee) and identifies the only AI tools officially authorized for use in conducting City business. City administration may update this list without revising the entire AI policy whenever technology changes.

AI Tool
Microsoft Co-Pilot
Claude
Canva
Adobe
Chat GPT

<u>Police, Fire and Municipal Court may find uses more restrictive due to the confidential nature of those offices.</u>

Agenda: 12/1/2026
Items: 11 - 14

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: 12/1/26
Subject: Actions for Employee Health Insurance Changeover

BACKGROUND

The City of Bethany recently voted to terminate the contract held with former member owned insurance broker, OPEH&W. In order to have uninterrupted medical, vision, dental, and mental coverage staff recommends the following:

1. **Agenda Item 11** - Enter into a Business Associate Agreement with HUB International LLC. to become the City of Bethany's agent of record beginning January 1, 2027.

2. **Agenda Item 12** - Approve Blue Cross and Blue Shield of Oklahoma Employer Benefit Program Application and Employer Group Information to continue providing medical and dental coverage to the City of Bethany employee group beginning January 1, 2027.

3. **Agenda Item 13** - Approve Group Employee Benefits Application for insurance with Equitable to provide voluntary vision benefits for the employee group beginning January 1, 2027.

4. **Agenda Item 14** - Approve agreement with ComPsych to provide a Guidance Resources Program to the employee group beginning January 1, 2027.

RECOMMENDATION

1. Approve Items 11, 12, 13, and 14 as presented.



ADDITIONAL COMMENTS

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "BAA"), dated as of [***SIGNATURE/EFFECTIVE DATE***], is entered into by and between *Hub International Midwest Limited* ("Business Associate") and each "health plan" (as defined in 45 CFR 160.103) of City of Bethany ("Plan Sponsor") that is subject to 45 CFR Parts 160 and 164, Subparts A and E and 45 CFR Parts 160 and 164, Subpart C (each a "Covered Entity") and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

WHEREAS, pursuant to either (1) one or more services agreements between the Plan Sponsor and Business Associate or (2) if in the absence of such agreements, the broker of record letter designating Business Associate as Plan Sponsor's insurance broker with respect to the insurance contracts underlying the Covered Entity (in either case, the "Agreements"), Business Associate provides services to Covered Entity that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

WHEREAS, Business Associate and Covered Entity are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the "HIPAA Rules");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

A. *Breach*. "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).

B. *Electronic Protected Health Information*. "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

C. *Electronic Transactions Rule*. "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

D. *HHS*. "HHS" shall mean the U.S. Department of Health and Human Services.

E. *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103.

F. *Protected Health Information*. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.

G. *Reproductive Health Care*. "Reproductive Health Care" is healthcare that affects the health of an individual in all matters relating to the reproductive system and its functions and processes.

H. *Required By Law*. "Required by Law" shall have the same meaning as the term "required by law" at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).

I. *Secretary*. "Secretary" shall mean the Secretary of HHS.

J. *Security Incident*. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

K. *Transaction*. "Transaction" shall have the meaning as the term "transaction" in 45 CFR §160.103.

L. *Unsecured Protected Health Information*. "Unsecured protected health information" shall have the meaning as the term "unsecured protected health information" in 45 CFR §164.402.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.

B. To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.

C. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware and any Successful Security Incident of which Business Associate becomes aware. For purposes of this BAA,

a "Successful Security Incident" is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity. The parties further stipulate and agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any "Unsuccessful Security Incident," which is defined for purposes of this BAA as any Security Incident that is not a Successful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore this BAA constitutes the report from Business Associate that these incidents occur.

E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.

F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual's designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.

G. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.

H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining Business Associate's compliance with the HIPAA Rules.

I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.

J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR

§164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).

K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.

L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.

N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.

O. Effective December 23, 2024, to comply under HIPAA regarding privacy protections for PHI related to an individual's Reproductive Health Care. Business Associate will not use or disclose such PHI, which may include information on an individual's identity or health information, if that use or disclosure is for the purposes of a state civil, criminal or administrative investigation, and if the applicable Reproductive Health Care was provided lawfully. If Business Associate receives a request for PHI potentially related to Reproductive Health Care, and the purpose of the request is identified pursuant to 45 CFR § 164.512(d), (e), (f), or (g)(1), it will forward such request to the Covered Entity so that the Covered Entity may obtain a signed written attestation form from the person requesting the PHI that the use or disclosure is not for a prohibited purpose.

P. Effective February 16, 2026, to comply with the Confidentiality of Substance Use Disorder (SUD) Patient Record Regulations under 42 CFR Part 2 in alignment with HIPAA as it applies to the Business Associate's use or disclosure of the records.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

A. *Use* or *disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below.

B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate.

C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

B. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.

E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

V. TERM AND TERMINATION

A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.

B. **Termination for Cause.** Without limiting the rights of the Parties respecting termination under the Parties' Agreements:

1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within such reasonable time as is specified by Covered Entity, or immediately terminate this BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

2. **By Business Associate**. Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

C. **Effect of Termination**. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;

4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and

5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. MISCELLANEOUS PROVISIONS

A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.

B. **Amendment**. The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

C. **Survival**. The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.

D. **Governing Law.** This BAA shall be governed by the laws of the State of Oklahoma.

E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.

F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.

G. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.

H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.

I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.

J. **Interpretation of this Agreement**. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

BUSINESS ASSOCIATE: Hub International Midwest Limited

By: Caitlin Hinman

Name: Caitlin Hinman

Title: Benefits Consultant

Address of Business Associate:

6100 S Yale, Suite 1900
Tulsa, OK 74135

For Notices, a copy (which will not constitute notice) shall be sent to:
Hub International Limited
c/o Legal Department
150 North Riverside Plaza, 17th Floor
Chicago, IL 60606

PLAN SPONSOR: City of Bethany
on behalf of its group health plan as Covered Entity

By: _____

Name: _____

Title: _____

Address of Plan Sponsor:
6700 NW 36th St
Bethany, OK 73008

BlueCross BlueShield of Oklahoma

BlueLincs
Blue Cross and Blue Shield of Oklahoma

1400 South Boston, Tulsa, OK 74119

Mid-Market (51-150) EMPLOYER BENEFIT PROGRAM APPLICATION
(Employer Application)

Blue Cross and Blue Shield of Oklahoma (herein called "BCBSOK")
BlueLincs HMO (herein called "BlueLincs")

Employer's Legal Name: City of Bethany		
Account Status: ☑ New ☐ Former ASO (converting to Fully Insured)		
Account Number (6-digits): _____	Group Number(s): _____	
Requested Group Contract(s) Effective Date (first (1st) or fifteenth (15th)): 01 / 01 / 2027 (Month/Day/Year)		
Anniversary Date (AD): 01/01/2027		
Employer Identification Number (EIN): 73-6005087	Standard Industry Code (SIC): 9199	Company Telephone Number: 405-470-1873
Employer's Legal name will appear on Member ID cards. Thirty-two (32) character spaces are allowed. If variation from Employer's legal name is necessary or desired, please indicate specifics here:		
Primary Mailing Address: Number, Street, City, State, Zip _____ 6700 NW 36th St Bethany, OK 73008		
Physical Address (required if different from primary): Number, Street, City, State, Zip NA		
Billing Address (if different from primary – If more than one, please list within Additional Provisions): Number, Street, City, State, Zip NA		
E-Mail Address of Authorized Company Official: _____ leasa.furr@bethanyok.org		
Name, title, and phone number Leasa Furr, HR Director 405-470-1873		
Billing and Correspondence to the attention of: Leasa Furr	Fax Number: _____ 405-787-5467	
The Blue Access for Employers℠ ("BAE℠") contact person is the Employee authorized by the Employer to access and maintains its account/Employee information via BAE. An email address is required to access and maintain BAE. Name and title of BAE contact person: Leasa Furr, HR Director Telephone Number of BAE contact person: 405-470-1873 E-Mail address of BAE contact person: leasa.furr@bethanyok.org		
Subsidiary / Affiliated Companies to be covered (If more than one, please list within Additional provisions):		
Number, Street, City, State, Zip: _____		

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Critical Illness, Accident, Hospital Indemnity and Vision insurance is underwritten by Dearborn Life Insurance Company, 3500 Lacey Rd, Downers Grove, IL 60515. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for Employee benefit plans in the private industry. In general, **all** Employer Groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities, and public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health* Plan ☐ Yes ☑ No

If Yes, is your ERISA Plan Year* a period of twelve (12) months beginning on the Anniversary Date specified above? ☐ Yes ☐ No

If No, please specify your ERISA Plan Year (month/day/year): Beginning Date: 01/01/2027 End Date: 12/31/2027

ERISA Plan Administrator *: City of Bethany

Plan Administrator's Address: 6700 NW 36th St Bethany, OK 73008

If you maintain that ERISA is not applicable to your Group Health Plan, please give the legal reason for exemption:

☐ Federal Governmental Plan e.g., the government of the United States or agency of the United States)

☑ Non-Federal Governmental Plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)

☐ Church Plan

☐ Other; please specify: _____

Is your Non-ERISA Plan Year a period of twelve (12) months beginning on the Anniversary Date specified above? ☑ Yes ☐ No

If No, please specify your Non-ERISA Plan Year (month/day/year): Beginning Date: ___/___/___ End Date: ___/___/___

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations.

If you currently have Group health care coverage, please provide name of carrier: _____

Blue Directions℠ Purchased: ☐ Yes ☑ No

(if Yes, the Blue Directions Addendum is attached and made a part of the Group Contract.)

Are you applying for Insure Oklahoma? ☐ Yes ☑ No

If Yes, effective date must be the first (1st) of the month to receive subsidies.

ELIGIBILITY INFORMATION

The Employer is responsible for determining Eligible Employee/Subscribers and Eligible Family Members in accordance with applicable law. In some jurisdictions, coverage may be mandatory for certain members of the Group population. A selection of "No" in those categories below controls eligibility unless otherwise required by operation of law. For more details about the Employer's responsibilities with respect to identification of individuals eligible for coverage under the Employer's group health plan, see the Group Administration Document's General Provisions.

1. Employer has determined Employees must routinely work 30 (minimum of twenty-four (24)) hours per week in order to be eligible for health/dental coverage under this Group Contract.

2. **Other Eligibility Provisions (check all that apply):**

☐ Retiree of the Employer

☑ Other: Qualifying event/loss of coverage

3. **(Optional) Domestic Partners covered?** ☑ Yes ☐ No

A Domestic Partner means a person with whom the Employee has entered into a domestic partnership in accordance with the Employer's plan guidelines. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners. An Employer may only elect or change Domestic Partner Coverage on the Group Contract Effective Date or Group Contract Anniversary Date.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, a Domestic Partner is eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) if an eligible Employee elects COBRA coverage.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

Employer may also elect whether to provide continuation coverage for Domestic Partners on an independent basis from the Employee. Please indicate your election below.

- ☐ Yes, Employer elects to offer continuation coverage to Domestic Partners on an independent basis from the Employee's election of COBRA.
- ☑ No, Employer does not elect to offer continuation coverage to Domestic Partners on an independent basis from an Employee's election of COBRA (Domestic Partners are not independently eligible for continuation coverage)
- ☐ Other: _____

4. The Effective Date of coverage for a newly Eligible Employee who becomes effective after the Employer's initial enrollment date and any substantive eligibility criteria is:

If a person is added to the Group Contract and it is later determined that the Group reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Group provided to BCBSOK, BCBSOK reserves the right to retroactively adjust the coverage date for such person.

- ☐ The date of employment
- ☐ The first (1st) billing cycle following the date of employment
- ☑ The first (1st) billing cycle following 30 days of continuous employment.
- ☐ The first (1st) billing cycle following select one months of continuous employment.

5. Substantive eligibility criteria: Provide a representation below regarding the terms of any eligibility conditions (other than any applicable waiting period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan.

If any of these eligibility conditions change, you are required to submit a new Employer Application to reflect that new information.

Check all that apply:

- ☐ An Orientation Period that:
  - **1.** Does not exceed one (1) month (calculated by adding one (1) calendar month and subtracting one (1) calendar day from an Employee's start date); and
  - **2.** If used in conjunction with a waiting period, the waiting period begins on the first (1st) day after the orientation period.
- ☐ A Cumulative hours of service requirement that does not exceed 1200 hours.
- ☐ An hours-of-service per period (or full-time status) requirement for which a measurement period is used to determine the status of variable-hour Employees, where the measurement period:
  - **1.** Starts between the Employee's date of hire and the first (1st) day of the following month;
  - **2.** Does not exceed twelve (12) months; and
  - **3.** Taken together with other eligibility conditions does not result in coverage becoming effective later than thirteen (13) months from the Employee's start date plus the number of days between a start date and the first (1st) day of the next calendar month (if start day is not the first (1st) day of the month).
- ☐ Other substantive eligibility criteria not described above; please describe: _____

6. Is the waiting period requirement to be waived on initial Group enrollment? ☐ Yes ☑ No

7. Are there multiple new hire waiting periods? ☐ Yes ☑ No
If yes, specify eligibility and contribution details for each section: _____

8. Did you have a waiting period requirement with the prior carrier? ☑ Yes ☐ No
If Yes, please state waiting period requirement of the prior carrier. 1st of the month following 30 days
If Yes, number of Employees serving the waiting period: 2

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

9. Rehire provision? ☑ Yes ☐ No

☑ The date of rehire if hired within six (6) months of original termination.

☐ The first (1st) billing cycle following the date of rehire if hired within six (6) months of original termination.

10. **Limiting Age for covered children:** Dependent children are eligible for coverage until their twenty-sixth (26th) birthday. Dependent Child, used hereafter, means a natural child, a stepchild, an eligible foster child, an adopted child or child placed for adoption (including a child for whom the Employee or his/her spouse or Domestic Partner, if Domestic Partner coverage is elected, is a party in a legal action in which the adoption of the child is sought), under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. A child not listed above who is legally and financially dependent upon the Employee or spouse (or Domestic Partner, if Domestic Partner coverage is elected) is also considered a Dependent child under the Group Health Plan, provided proof of dependency is provided with the child's application.

11. **Disabled Dependent**: Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). Disabled means any medically determinable physical or mental condition that prevents the child from engaging in self-sustaining employment. The disability must begin while the child is covered as a dependent under the Plan or as a dependent child under another employer plan before the child attains the limiting age with no break in coverage. A disabled Dependent is eligible to continue coverage beyond the limiting age, provided the disability began before the child attained the age of twenty-six (26). A disabled Dependent is eligible to add coverage beyond the limiting age, provided the disability began before the child attained the age of twenty-six (26), and proof of coverage as a disabled Dependent is provided.

Certification Review is administered by BCBSOK; a Disabled Dependent Certification Form must be submitted to BCBSOK.

12. Other Eligibility Provision (please explain):

_____

CURRENT ELIGIBILITY INFORMATION

Total number of Employees (Please indicate the total number of actual Employees, not enrollees):

1. On payroll 126

2. On COBRA continuation coverage 0

3. With retiree coverage (if applicable) 10

4. Who work part-time and are not eligible 2

5. Serving the new hire probationary waiting period (if not waived per section #6 above) 2

6. Declining because of other coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____

7. Declining coverage (not covered elsewhere) _____

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

CONTRIBUTION AND PARTICIPATION

Health Employer Contribution, the percentage* of health premium to be paid by the Employer is:

Medical -- %	
Employee Only Coverage (Single Coverage)	79.75 %

*The minimum contribution amount which is required from the Employer is zero percent (0%) – fifty percent (50%) of the premium for Employee Only (Single Coverage).

BlueCare Dental ℠ Employer Contribution if applicable, the percentage of BlueCare Dental premium to be paid by the Employer is:

Dental -- %	
Employee Only Coverage (Single Coverage)	80 %

BlueCare Dental minimum contribution amount which is required from the Employer is fifty percent (50%) of the premium for the Employee Only (Single Coverage).

+Voluntary Group Dental product does not require an Employer contribution.

- **Participation & Contribution.** BCBSOK/BlueLincs reserves the right to take any or all of the following actions:

  Commercial Business

  a) Initial rates for new Groups will be finalized for the Effective Date of the Group Contract based on the enrolled participation and Employer contribution levels;

  b) After the Group Contract Effective Date, the Group will be required to maintain a minimum Employer contribution of zero percent (0%) – fifty percent (50%), and at least a seventy-five percent (75%) participation of Eligible Employees (less valid waivers). In the event the Group is unable to maintain the contribution and participation requirements, then the rates will be adjusted accordingly; and/or

  c) Non-renew or discontinue coverage unless the zero percent (0%) - fifty percent (50%) minimum Employer contribution is met and at least seventy-five percent (75%) of Eligible Employees (less valid waivers) have enrolled for coverage.

  A substantial change will be deemed to have occurred when the number of Employees/Subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty-five percent (25%) or more over a ninety (90) day period. BCBSOK/BlueLincs reserves the right to change premium rates when a substantial change occurs in the number or composition of Subscribers covered.

  Employer will promptly notify BCBSOK/BlueLincs of any change in participation and Employer contribution.

  Blue Select Dental℠ has specific participation requirements. The Group Contract and endorsements contain the terms and conditions.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

PRODUCT OPTIONS

HEALTH – Please check all products for which you are applying and indicate the applicable health plan or package number(s) below.

- ☑ Blue Advantage PPO℠
- ☐ Blue Options PPO℠
- ☐ Blue Choice PPO℠
- ☐ Blue Preferred PPO℠
- ☐ Blue Preferred PPO HSA
- ☐ Blue Traditional®
- ☐ BlueLincs HMO℠
- ☐ BlueSolutions PPO℠
- ☐ Blue Options HSA℠
- ☐ HSA Blue℠

Integrated HSA Vendor:**Select Vendor**
If HealthEquity, Inc. is selected, BCBSOK to send HSA enrollment to HealthEquity, Inc.: ☐ **Yes** ☐ **No**
Non-Integrated HSA Vendor: _____

Integrated FSA Vendor: **Select Vendor**
Non-Integrated FSA Vendor: _____

Integrated Health Reimbursement Account (HRA) Vendor:**Select Vendor**
Non-Integrated HRA Vendor: _____

An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy, with respect to HSAs, FSAs, HRAs, or other benefit arrangements, does not conflict with current IRS requirements.

PLAN SELECTIONS

Health Benefit Plans

Please indicate health plan number(s) below. **Note**: only one (1) HMO selection is allowed.

Health Plan #1 MOBAP0156
Health Plan #2 _____
Health Plan #3 _____
Health Plan #4 _____
Health Plan #5 _____
Health Plan #6 _____

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

Dental Benefit Plans

If selecting a dental benefit plan, choose one (1) option and indicate dental plan:

☑ BlueCare Dental Plan # DONHR45

☐ Blue Select Dental Plan # _____

ANCILLARY COVERAGE ☐	
☐ Accident Insurance Plan Selected: _____ Employer Contribution: _____ %	☐ Critical Illness Plan Selected: _____ Employer Contribution: _____ %
☐ Hospital Indemnity Plan Selected: _____ Employer Contribution: _____ %	☐ Stand-Alone Vision Plan Selected: _____ Employer Contribution: _____ %

Additional Information: CREATE A BILLING PROFILE AND CATEGORY FOR RETIREES UNDER 65

LEGISLATIVE REQUIREMENTS

Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and the **Consolidated Omnibus Budget Reconciliation Act (COBRA)**, as amended, are federally mandated requirements. Employer penalties for noncompliance may apply. It is your responsibility to annually inform BCBSOK/BlueLincs of whether **COBRA** is applicable to you based upon your full and part-time Employee count in the prior calendar year.

Failure to advise BCBSOK/BlueLincs of a change of status could subject you to governmental sanctions.

TEFRA is a Medicare secondary payer requirement that mandates Employers that employ twenty (20) or more total Employees (full-time, part-time, seasonal, or partners) for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year to offer the same (primary) coverage to their age sixty-five (65) or over Employees and the age sixty-five (65) or over spouses of Employees of any age that they offer to younger Employees and spouses.

Are you subject to TEFRA? ☑ Yes ☐ No

COBRA

a. Did your company employ twenty (20) or more full-time and/or part-time Employees for at least fifty percent (50%) of the workdays of the preceding calendar year? **☑ Yes ☐ No**

b. **Are you subject to COBRA? ☑ Yes ☐ No**

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

PRODUCER OF RECORD INFORMATION

1. ***Primary Producer(s) or Agency(ies): Are commissions to be paid**? ☐ Yes ☐ No

Producer Name: Hub International Mid-America Producer #: 091917000

Agency Name: Hub International Mid-America Agency #: 04588400

Agency Address: Street 6100 S Yale, Ste 1900

City Tulsa State OK Zip 74136

Phone: _____ Fax: _____ Email: davis.cole@hubinternational.com

Medical Commissions:
☑ Standard
☐ Other: _____

Dental Commissions:
☑ Standard

2. ***Producer(s) or Agency(ies): Are commissions to be paid**? ☐ Yes ☐ No

Producer Name: _____ Producer #: _____

Agency Name: _____ Agency #: _____

Agency Address: Street _____

City _____ State _____ Zip _____

Phone: _____ Fax: _____ Email: _____

Medical Commissions:
☐ Standard
☐ Other: _____

Dental Commissions:
☐ Standard

If commission split**, designate percentage for each Producer/Agency

1. _____% Producer/Agency

2. _____%

3. Other Producer Information:

A. Multiple Location Agency(ies): If servicing agency is not listed above as Item 1 or 2, specify location below:
_____

B. Other: _____

* The producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

** If commissions are split, please provide the information requested above on both producers/agencies. BOTH must be appointed to do business with BCBSOK and/or BlueLincs.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

OTHER PROVISIONS:

1. **Massachusetts Health Care Reform Act:** If elected below, BCBSOK will provide required written statements of Minimum Creditable Coverage ("MCC") to Subscribers residing in Massachusetts and submit applicable electronic reporting to the Massachusetts Department of Revenue. Information transmitted will be exclusively based on information provided to BCBSOK by Employer and coverage under the Plan(s) during the term of the Group Contract. By electing to have BCBSOK transmit these creditable coverage reports on Employer's behalf, Employer hereby certifies that, to the best of its knowledge, such coverage under the Plan(s) is "creditable coverage" in accordance with the Massachusetts Health Care Reform Act. Employer acknowledges that BCBSOK is not responsible for verifying nor ensuring compliance with any tax and/or legal requirements related to this service. Employer or its Subscribers should seek advice from their legal or tax advisors as necessary. If not elected, Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

   ☑ Employer consents to BCBSOK transmitting MCC reports on its behalf. Further, Employer attests that the information submitted is true and compliant with all relevant MCC Regulations.

   ☐ Employer will transmit MCC reports, and any other documentation as may be required to comply with the Massachusetts Health Care Reform Act.

2. This Employer Application is incorporated into and made a part of the Group Contract.

3. **Transition Credit:** BCBSOK will provide a one-time transition credit of $15,750 for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with transitioning medical, prescription, ancillary health or other coverage to BCBSOK and/or costs and expenses associated with transitioning to a new product design with BCBSOK. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the transition credit. **A onetime transition credit will be paid on the City of Bethany's 3 months bill of $15,750.**

4. **Wellness Credit:** BCBSOK will provide a one-time wellness credit of _____ for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with the implementation of a new or to operate an existing wellness program for the benefit of Members. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the wellness credit.

5. **Communication Credit:** BCBSOK will provide a one-time communication credit of _____ for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with Member communications and other communication costs associated with electing coverage through BCBSOK. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the communication credit.

6. **Reimbursement:** It is understood and agreed that in the event BCBSOK makes a recovery on a third-party liability claim, BCBSOK will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.

7. **Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement/ Subrogation Services)**: BCBSOK engages with third-party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.

8. **Wellbeing Management (WBM) (included)**

9. ☑ **Medical and Ancillary Package Pricing:** The rates shown in this Group Contract reflect a volume-based discount in an amount up to three percent (3%) of the medical premium for the twelve (12) month period beginning on the Group Contract Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Accident, Critical Illness, Hospital Indemnity and/or Vision product(s)) lapses during this twelve (12) month

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

period, BCBSOK reserves the right to remove the volume-based discount attributable to the lapsed product on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

ADDITIONAL PROVISIONS:

A. **Grandfathered Health Plans:** Employer shall provide BCBSOK/BlueLincs with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSOK/BlueLincs to the terms and conditions of coverage. In no event shall BCBSOK/BlueLincs be responsible for any legal, tax or other ramifications related to any benefit package of any Group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and made part of the Mid-Market Employer Benefit Program Application and Group Contract, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSOK/BlueLincs with any requested grandfathered health plan information, BCBSOK/BlueLincs may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.

B. **Retiree Only Plans and/or Excepted Benefits:** If the Mid-Market Employer Benefit Program Application includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSOK/BlueLincs to the terms and conditions of coverage. In no event shall BCBSOK/BlueLincs be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.

C. **Medicare Secondary Payer (MSP):**

1. Under Federal Law, Employers are required to provide accurate employee counts annually during the data collection period through Blue Access for Employers℠ or through a stand-alone MSP form emailed to data_collection@bcbsil.com. This is required even when there has been no change to the employee count provided by the Employer in the previous year. If the Employer does not provide its employee counts during the annual data collection period, the Centers for Medicare and Medicaid Services("CMS") require that the Employer's group health plan be considered primary to Medicare. Therefore, the failure to provide this information in a timely manner, by submitting annual employee count reports will result in the Employer's group health plan being primary to Medicare and could impact the coverage and benefits the Employer's Medicare-enrolled plan enrollees experience. To the extent CMS imposes civil money penalties on the Plan as a result of the Employer's inaccurate or untimely reporting of employee counts, the Employer acknowledges and agrees that it is responsible for such civil money penalties and that it is required to reimburse the Plan for any payments made by the Plan in connection with any imposed civil money penalties. If our records reflect Medicare as primary payer for working-aged and disabled persons or only disabled persons, the Employer must certify its employee count on an annual basis during the data collection period through Blue Access for Employers℠ or by completing a stand-alone MSP form and emailing it to data_collection@bcbsil.com.
2. It shall be the Employer's responsibility to provide the Plan with accurate and complete Social Security Numbers for Medicare eligible members. Employers may be responsible for any civil money penalties imposed against the Plan as a result of inaccurate or untimely reporting of the required data elements, including complete Social Security Numbers.

D. Employer shall indemnify and hold harmless BCBSOK/BlueLincs and its directors, officers and Employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquires or actions, settlements or judgments brought or asserted against BCBSOK/BlueLincs in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) religious or moral exemption and eligible organization accommodation, (d) any plan's design (including but not limited to any directions, actions and

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

interpretations of the Employer, and/or (e) any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

Notwithstanding anything in the Group Contract or Renewal(s) to the contrary, BCBSOK/BlueLincs reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSOK/BlueLincs to pay, submit or forward, on its own behalf or on BCBSOK/BlueLincs's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

EMPLOYER STATEMENTS:

1. Employer understands that, unless otherwise specified in the Group Contract, only Eligible Employees and their Dependents are eligible for coverage. Employer further agrees that eligibility and participation requirements have been discussed with the agent and have been explained to all Eligible Persons.

2. Employer agrees to notify BCBSOK of ineligible persons immediately following their change in status from eligible to ineligible.

3. Employer agrees to review all applications for completeness prior to submission to BCBSOK. Employer applies for the coverages selected in this Mid-Market Employer Benefit Program Application and provided in the Group Contract and agrees that the obligation of BCBSOK shall only include the Benefits described in the Group Contract or as amended by any Amendments or Endorsements thereto.

4. Employer agrees to pay to BCBSOK, in advance, the premiums specified in the Group Billing Statement on behalf of each Eligible Person covered under the Group Contract.

5. Employer agrees that, in the making of this Application, it is acting for and on behalf of itself and as the agent and representative of its Eligible Persons, and it is agreed and understood that the Employer is not the agent or representative of BCBSOK for any purpose of this Application or any Group Contract issued pursuant to this Application.

6. Employer agrees to deliver to its Eligible Persons covered under the Group Contract individual Certificate of Benefits/Member Handbook and Identification Cards and any other relevant materials as may be furnished by BCBSOK for distribution.

7. Employer agrees to receive on behalf of its covered Eligible Persons all notices delivered by BCBSOK and to forward such notices to the applicable recipient(s) at their last known address.

8. Employer agrees the producer (s) or agency(ies), specified in writing by the Employer as its Agent of Record (AOR) is authorized by the Employer to act as its representative in negotiations with and to receive commissions from BCBSOK/BlueLincs and/or corporate subsidiaries, as applicable, for procuring fully insured coverage for Employer's Employee benefit program(s). The AOR is authorized by the Employer to perform membership transactions on behalf of Employer and is authorized to conduct such transactions through the Employer's web portal known as BAE. The appointment will remain in effect until withdrawn or superseded in writing by Employer.

9. Employer understands the effective date of termination for a person who ceases to meet the definition of Eligible Person is the end of the coverage period (billing cycle) during which the person ceases to meet the definition of Eligible Person.

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

For Employer:

Amanda Sandoval	Mayor
Name of Authorized Company Official (please print)	Title of Authorized Company Official
	Bethany, OK
Signature of Authorized Company Official	City and State of Signing Official
Date	

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

(NOTE: THE FOLLOWING PROXY INFORMATION IS NOT APPLICABLE TO BLUELINCS HMO.)

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"), or any successor thereof, with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked either in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

HCSC pays indemnification or advances expenses to its directors, officers, employees, or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: _____

By: Amanda Sandoval
Print Signer's Name Here

➡ Mayor
Signature and Title

Group Name: City of Bethany

Address: 6700 NW 36th St

City: Bethany State: OK Zip Code: 73008

Dated this _____ day of _____ _____
Month Year

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BlueLincs HMO is a Subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company

BlueCross BlueShield of Oklahoma

Employer Group Information

Indicate N/A in any sections that do not apply to your group.

Revised – February 2026

SECTION A: GROUP INFORMATION	
Employer Name – Legal Name of Company: City of Bethany	
Employer Identification Number (EIN): 73-6005087	
Physical Address (number & street), City, State, ZIP: 6700 NW 36th St Bethany, OK 73008	
Account Number(s):	Group Number(s):

MEDICARE SECONDARY PAYER EMPLOYER ACKNOWLEDGEMENT FORM

Under federal law, it is the employer's responsibility to inform its insurer or third-party administrator of accurate employee counts for the purpose of determining payment priority between Medicare and the employer's group health plan. Employer size, not group health plan size, is used in determining whether the group health plan or Medicare is the primary payer. Please refer to the instructions and more frequently asked questions that follow this form for more details on how to complete this Medicare Secondary Payer section.

Employers are required to provide this information ANNUALLY during the data collection period by submitting the MSP form through Blue Access for Employers℠ or by completing a stand-alone MSP Employer Acknowledgement Form and emailing it to data_collection@bcbsok.com. This is required even when there has been no change to the information from the previous year.

Understand that you are also obligated to promptly notify Blue Cross and Blue Shield of Oklahoma of any change in the number of individuals employed by the company that may affect the order of payment under the MSP statute. Complete a CHANGE or ERROR CORRECTION stand-alone MSP EAF and email it to data_collection@bcbsok.com.

IMPORTANT: In the absence of employer-provided employee counts, the Centers for Medicare & Medicaid Services requires that the employer's group health plan coverage be considered primary to Medicare. Therefore, the failure to timely provide this information and to submit annual employee counts will result in the group health plan being primary to Medicare, and could impact the coverage and benefits your Medicare-enrolled plan enrollees experience. To the extent CMS imposes civil money penalties on BCBSOK, as a result of the employer's inaccurate or untimely reporting of employee counts, the employer agrees that it is responsible for such civil money penalties and is required to reimburse BCBSOK.

All fields below are REQUIRED.

Please indicate the effective year for which the form is being completed.

Effective Year: 2027 To avoid further delays, the Year-only format must be used. Forms submitted in any other format will be denied and will require resubmission and signature.

My company is a NEW client of BCBSOK (check one):

☐ My company was NOT in business in the last calendar year ☑ My company WAS in business in the last calendar year

Do you have any affiliates or subsidiaries? ☐ Yes ☑ No

If "yes", list name of each:

BlueCross BlueShield of Oklahoma

Definitions to know for the further completion of this form:

Multi-employer group health plan: Any trust, plan, association or any other arrangement sponsored and maintaned by two or more employers or by employers and unions to offer, contribute to, sponsor, or directly provide health benefits.

Total Employees: Full-time, part-time, seasonal, or partners.

Some of the following responses are based on the current calendar year, while others are based on the prior year. Unless making an update or error correction, please use the CURRENT CALENDAR YEAR of your ANNUAL renewal as 'current year' when answering the following questions. Changes for the current calendar year cannot be made until the beginning of the annual data collection period. Reporting can be done in BAE℠ or with this form. If your company is a new client to BCBSOK **AND** there have not yet been 20 weeks in the current calendar year, base your answer on current employee count.

1. In the year immediately prior to the current calendar year, did you file a separate federal tax return, that is, not consolidated with another individual or entity? If you are not required to file a federal tax return, please check N/A.	☐ Yes ☑ No ☐ N/A
2. How many employees (full-time, part-time, seasonal, or partners) did all the entities on the prior calendar year's tax return have on the payroll during the prior calendar year?	Enter number of employees. 124
3. Are you part of a multi-employer group health plan?	☐ Yes ☑ No
4. Did you have 20 or more total employees for each working day in each of 20 or more calendar weeks: • In the CURRENT calendar year? – If you checked "Yes" for the current calendar year, and the threshold was met during the current year, please enter the date the threshold was met here (using the mm/dd/yyyy format): 01/01/2026 – If you checked "No" for the current year and your answer changes to "Yes" at any time, you must promptly notify BCBSOK by completing a stand-alone MSP EAF as a CHANGE, and entering the date the threshold was met above. • In the PRIOR calendar year?	☑ Yes ☐ No ☑ Yes ☐ No
5. In the CURRENT calendar year, are you part of a multi-employer group health plan, where any ONE employer has 20 or more total employees for each working day in each of 20 or more calendar weeks? In the PRIOR calendar year, were you part of a multi-employer group health plan, where any ONE employer had 20 or more total employees for each working day in each of 20 or more calendar weeks?	☐ Yes ☑ No ☐ N/A ☐ Yes ☑ No
6. Did you have 100 or more total employees on 50 percent or more of your business days during the prior calendar year?	☑ Yes ☐ No
7. If you are part of a multi-employer group health plan, did any one employer that is part of the multi-employer group health plan have 100 or more total employees on 50 percent or more of your business days during the prior calendar year?	☐ Yes ☐ No ☑ N/A

BlueCross BlueShield of Oklahoma

SECTION C: COBRA AND CONTINUATION OF COVERAGE

CONTINUATION OF COVERAGE: COBRA IS FEDERALLY MANDATED AND APPLIES TO EMPLOYERS WITH 20 OR MORE FULL-TIME OR PART-TIME EMPLOYEES. IN ADDITION, OKLAHOMA LAW REQUIRES GROUP PLANS, WHEN SUBJECT TO OKLAHOMA INSURANCE LAW, TO OFFER CONTINUATION OF COVERAGE TO EMPLOYEES AND THEIR SPOUSES/DEPENDENTS SHOULD A SPECIFIC QUALIFYING EVENT OCCUR. WHERE APPLICABLE, THE REQUIREMENTS UNDER STATE LAW MAY OPERATE IN ADDITION TO ANY FEDERAL COBRA CONTINUATION OF COVERAGE REQUIREMENTS.

EMPLOYER PENALTIES FOR NONCOMPLIANCE MAY APPLY.

1. Did your company employ 20 or more full-time and/or part-time employees for at least 50% of the workdays of the preceding calendar year?	☑ Yes ☐ No
2. Are you subject to the Consolidated Omnibus Reconciliation Act (COBRA)?	☑ Yes ☐ No
3. Are any employees/former employees or their spouses/dependents currently receiving Continuation of Coverage benefits?	☐ Yes ☑ No

If "yes", list names and number of individuals (qualified beneficiaries) currently on continuation of coverage (i.e., COBRA):

Name of COBRA/ Continuation of Coverage Individual	**COBRA/State Continuation**	**Coverage Type** (Individual or Family)	**Projected COBRA/ Continuation Qualifying Event Date** (MM/DD/YYYY)	**Type of Coverage Extended**
	☐ COBRA ☐ State	☐ Individual ☐ Family		☐ Health ☐ Dental
	☐ COBRA ☐ State	☐ Individual ☐ Family		☐ Health ☐ Dental
	☐ COBRA ☐ State	☐ Individual ☐ Family		☐ Health ☐ Dental

It is your responsibility to annually inform BCBSOK of whether COBRA is applicable to you based upon your full and part-time employee count in the prior calendar year. Failure to advise BCBSOK of a change of status could subject you to governmental sanctions.

*All as defined by ERISA and/or other applicable law/regulations.

Workers' Compensation

Are any employees currently receiving Workers' Compensation benefits? ☐ Yes ☑ No

If "yes", list names and date last worked:

Employee Name	**Date Last Worked** (MM/DD/YYYY)

BlueCross BlueShield of Oklahoma

SECTION D: MEDICAL LOSS RATIO AVERAGE EMPLOYEE COUNT / WRITTEN ASSURANCE

FOR MEDICAL LOSS RATIO AND MARKET SEGMENT PURPOSES ONLY

The Affordable Care Act established Medical Loss Ratio standards for health insurers. Generally, the MLR is the percentage of earned premiums that the insurer spends on health care services and quality improvement activities. If the insurer's MLR is less than the ACA's MLR standards for a group market in the state, the insurer may be required to provide premium rebates in that market. The ACA requires that BCBSOK report annually whether coverage it issues in the individual, small group or large group markets in Oklahoma meet MLR standards. Your assistance is needed to classify your coverage for each MLR reporting year.

This section and the information you provide will assist us in completing our ACA-MLR report and distributing any ACA-MLR rebates that may be provided for an ACA-MLR reporting year. Please complete the information requested below. This section and the information you provide will also assist us in determining your market segment, products and rates.

1. Average Employee Count – Employer Size

For the purpose of determining employer size:

- An "employee" is defined as any individual employed by an employer. An employee includes full-time, part-time and seasonal employees.
- Employers treated as a single employer under Internal Revenue Code Section 414(b), (c), (m) or (o) should be treated as a single employer.
- If your company is wholly owned by an individual (or an individual and his/her spouse), do not include the individual and his/her spouse in your response below.
- Partners in a partnership should not be counted as employees.

Check the box that applies to your company (employer):

☑ My company (employer) **existed** during the preceding calendar year.
What is the average number of employees that your company (employer) employed on business days during the calendar year (January 1–December 31) preceding the effective date of coverage? For example, if your effective date is July 1, 2021 then you would base your answer on calendar year 2020. 120

☐ My company (employer) **did not exist** at any time during the preceding calendar year.
What is the average number of employees that your company (employer) is reasonably expected to employ on business days during the current calendar year? _____

Is your company a partnership? ☐ Yes ☑ No

2. Church Plan Written Assurance (Substitute MLR Written Assurance Form)

To provide a rebate to a policyholder that sponsors a church plan, the MLR regulations require that an insurer obtain a written assurance from the policyholder that any rebate will be used for the benefit of subscribers as described in the MLR regulations (45 C.F.R. 158.242(b)(3)). **If the written assurance is not provided, the MLR regulations require that an insurer distribute any rebate directly to certain subscribers of the plan (rather than to the policyholder).**

Does the policyholder listed below sponsor a church plan in connection with the policyholder's Blue Cross and Blue Shield of Oklahoma coverage? Church plan has the meaning given the term in Internal Revenue Code Section 414(e).

☑ **No, the group health plan is NOT a church plan. (If "no", proceed to Section E: Signature / Attestation.)**

OR

☐ **Yes, the group health plan is a church plan. If "yes" (check one of the following):**

- ☐ The policyholder WILL use any MLR rebate for the benefit of subscribers as described in the MLR regulations (45 C.F.R. 158.242(b)(3)).
- ☐ The policyholder WILL NOT use any MLR rebate for the benefit of subscribers as described above. I understand that, if this option is selected, BCBSOK will distribute any MLR rebate directly to certain subscribers of the plan.

If this Written Assurance Form is not completed, signed and received from a church account, BCBSOK will provide any MLR rebate directly to certain subscribers of the plan.

BlueCross BlueShield of Oklahoma

SECTION E: SIGNATURE / ATTESTATION

By signing below, I:

(1) Represent that I am a duly authorized representative of the employer and that the information contained in this form is true, accurate and complete;

(2) Certify that should any of the answers or information I provided above change in any way, I will inform BCBSOK of such change as soon as I am able. I understand that failure to timely notify BCBSOK of such changes may impact the coverage/eligibility of the group, its members, or any other persons who now or who may then be eligible for coverage under such plan and/or may impact the compliance of the group with respect to specific state or federal requirements;

(3) Understand and agree that the information contained in this form prospectively supersedes any prior information provided to BCBSOK (including for the purposes of 45 C.F.R. 158.242(b)(3)); and

(4) Agree that the answers or information I provided above should be considered accurate and complete unless or until a subsequent stand-alone version of the corrected Average Employee Count, Church Plan Written Assurance, or Medicare Secondary Payer form is submitted either in a subsequent calendar year or in the event of a change in such information.

Date (MM/DD/YYYY) _____ Name: (Please Print) Amanda Sandoval

Signature: _____ Position/Title: Mayor

BlueCross BlueShield of Oklahoma

Instructions

COMPLETING THE ANNUAL MSP EMPLOYER ACKNOWLEDGEMENT FORM

Important Note

Under federal law, it is the employer's responsibility to inform its insurer or third-party administrator of accurate employee counts for the purpose of determining payment priority between Medicare and the employer's health plan. Employer size, not group health plan size, is used in determining whether the group health plan or Medicare is the primary payer. Please refer to the attached instructions for more details. **In the absence of employer-provided employee counts, CMS requires that the employer's group health plan coverage be considered primary to Medicare.**

Employers should provide this information ANNUALLY during the data collection period by submitting their information through BAE or by submitting a completed stand-alone MSP EAF to data_collection@bcbsok.com.

Understand that you are obligated to notify BCBSOK of any change in the number of individuals employed by the company that may affect the order of payment under the MSP statute, by completing a stand-alone MSP EAF as a CHANGE or ERROR CORRECTION. Email to data_collection@bcbsok.com.

Background

When an individual is covered by both Medicare and an employer's group health plan and their Medicare entitlement is due to either age ("working aged") or disability. Medicare secondary payer rules specify that the employer's total size, not group health plan enrollment size, is the essential factor in determining whether Medicare benefits are primary of secondard.

Employer Information — Who is the Employer?

For MSP purposes, the employer is the legal entity that employs the employees. For example, the employer may be an individual, a partnership, or a corporation. In some situations, it may not be clear which corporation or individual is the employer for MSP purposes. In these cases, employers must use Internal Revenue Service aggregation rules provided in the Internal Revenue Code [IRC 26 U.S.C. Sections 52(a), 52(b), 414(n) (2)]. In general, these rules specify that single employers include:

- all employees of all corporations that are members of the same controlled group of corporations, and
- all employees of trades or business (whether incorporated or not), e.g., employees of partnerships, LLCs, proprietorships that are under common control.

The Centers for Medicare & Medicaid Service's MSP Manual provides additional guidance about aggregation for affiliated service groups and religious orders, as well as authoritative information about employer size and other MSP topics. The MSP Manual is available online at https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS019017

For purposes of this MSP EAF, please understand that you are obligated to notify BCBSOK of any change in the number of individuals employed by the company that may affect the order of payment under the MSP statute by completing a stand-alone MSP EAF as a **CHANGE** or **ERROR CORRECTION** and email to data_collection@bcbsok.com.

An **Error Correction** is necessary when a previous MSP EAF was submitted TIMELY during the data collection time frame and a correction is needed.

Question 1 — Did you file a separate Federal Tax Return?

If you filed a federal tax return that did not include information about any other individual or entity, check "Yes." If you filed a federal tax return consolidated with another individual or entity, check "No." If you are not required to file a federal tax return, check "N/A."

Question 2 — Employer Size from Your Federal Tax Return Information

How many employees did all the entities listed on the tax return have on the payroll (whether full-time, part-time, seasonal or partners) during the prior calendar year? It is important that you enter the total number of employees for all entities (including parent,

subsidiaries and affiliated entities) listed on the tax return, since this may determine whether or not Medicare will be the primary payer of claims. Subsidiaries of foreign companies must count the number of employees of the organization worldwide.

Question 3 — Are you part of a multi-employer group health plan?

Authoritative guidance for determining multi-employer group health plan participation can be found in the Code of Federal Regulations at 29 CFR § 2510.3-37.

Questions 4 and 5 — Working Aged Rule & Employer Size

Under the MSP "working aged" rule, Medicare is secondary to the employer's GHP coverage if the employer's size equals 20 or more employees for each working day in each of 20 or more calendar weeks in the current or prior calendar year. (Question 4 refers to this standard as "the threshold.") Note: The year of your upcoming renewal is the 'current' year. If your company is a new client to BCBSOK AND if there have not yet been 20 weeks in the current calendar year, base your answer on current employee count. Understand that you are obligated to notify BCBSOK of any change in the number of individuals employed by the company that may affect the order of payment under the MSP statute, by completing a stand-alone MSP EAF as a CHANGE and submitting it to data_collection@bcbsok.com. This also applies to multi-employer and multiple employer group health plans in which
at least one employer employs 20 or more employees.

- Counting individuals for the "20-or-more" employer size
  - Employees counted in the 20-or-more employer size include the total number of nationwide full-time employees, part- time employees, seasonal employees and partners who work or who are expected to report for work on a particular day.
  - Those not counted in the 20-or-more employer size include retirees, COBRA qualified beneficiaries and individuals on other continuation options, and self-employed individuals who participate in the employer's group health plan.
- Employer size increases to 20 or more during the year

If the employer's size was below 20 during the prior year, the employer's GHP coverage becomes primary as soon as the employer has had 20 or more employees on each working day of 20 calendar weeks of the current year. The 20 calendar weeks do not have be consecutive. Then, the employer's GHP coverage is primary for the remainder of the year and during the following year.

For example, the employer's size meets the 20-or-more employee threshold as of October 1 of the current calendar year. The employer's GHP coverage becomes primary for services provided from October 1 of the current calendar year through December 31 of the following year.

Please note: If you check "No" for the current year in MSP EAF **Question 4** and your answer changes to "Yes" at any time, you must promptly notify BCBSOK by completing a stand-alone MSP EAF and indicating the date the change occurred in the space provided in **Question 4**.

- Employer size fails to meet the threshold of '20 or more employees during 20 or more weeks' during the year

If the employer's size met the threshold of 20 or more employees for each working day in each of 20 or more calendar weeks for the prior year, but during the current calendar year the employer size never meets that threshold, the employer's group health plan remains primary until the end of the current year.

For example, during the last calendar year the employer's size met the threshold of 20 or more employees for each working day in each of 20 or more calendar weeks. However, during the current calendar year the employer's size never meets this threshold. The employer's group health plan coverage remains primary through the current year, ending on December 31.

- Individuals affected by the working aged rule

The "working aged rule" applies to individuals who are Medicare-entitled due to age (age 65 or older) and

  - Are covered under their employer's GHP and have "current employment status" and the employer meets the "20-or-more" employer size requirements (above), or
  - Are covered under their spouse's (of any age) employer's GHP and the spouse has current employment status and the employer meets the "20-or-more" employer size requirements (above).

Questions 6 and 7 — Disability Rule & Employer Size

Under the MSP "disability" rule, Medicare benefits are secondary to an employer's large group health plan benefits when the employer size equals 100 or more full-time and/or part-time employees on 50 percent or more of the employer's business days during the prior calendar year. The business days do not have to be consecutive.

For multi-employer plans, Medicare is the secondary payer for all individuals enrolled in the plan as long as at least one of the employers employs 100 or more employees. The 100-employee threshold is not based on the aggregate number of employees of all employers. If you are a multi-employer, please keep this in mind when completing questions 6 and 7.

- Counting individuals for the "100-or-more" employer size
  - Employees counted in the 100-or-more employer size include the total number of nationwide full-time employees, part-time employees, seasonal employees and partners who work or are expected to report for work on a particular day.
  - Those not counted in the 100-or-more employer size include retirees, COBRA qualified beneficiaries and individuals on other continuation options, and self-employed individuals who participate in the employer's group health plan.
- Employer size increases to 100 or more during the year

If the employer's size meets the 100-or-more employee threshold on 50 percent or more of the employer's business days during the current year, the employer's group health plan coverage will be primary to Medicare during the following year.

For example, an employer met the 100-or-more employee threshold on 50 percent or more of the employer's business days on October 1 of the current calendar year. The employer's GHP coverage will be primary for services provided the following year from January 1 through December 31 of the following year.

Please note: If you answer "No" to **Question 6**, you must promptly notify BCBSOK by completing a stand-alone MSP EAF as a CHANGE if your answer changes to "Yes" at the beginning of the next calendar year and sending to data_collection@bcbsok.com.

- Employer size doesn't meet the threshold of '100 or more employees during 50 percent of business days' during the year

If the employer's size does not meet the 100-or-more employee threshold during the year, the employer's GHP coverage is secondary to Medicare during the following year.

For example, during the current calendar year the employer's size never meets the threshold of 100 or more full-time and/or part-time employees on 50 percent or more of the employer's business days. The employer's group health plan coverage will be secondary to Medicare for services provided the following year from January 1 through December 31.

- Individuals affected by the disability rule.

The "disability rule" applies to individuals who are Medicare-entitled due a Social Security Administration determination of disability and

- Are covered under their employer's GHP and have "current employment status" and the employer meets the "100-or-more" employer size requirements (above), or
- Are covered under their family member's (of any age) employer's GHP and the family member has current employment status and the employer meets the "100-or-more" employer size requirements (above).

The information in these instructions should not be construed as legal advice or as a legal opinion on any specific facts or circumstances and is not intended to replace advice of independent legal counsel.

Item: 13

Group Employee Benefits
Application for Insurance

Equitable Employee Benefits
8501 IBM Drive
Suite 150-B
Charlotte, NC 28262

EQUITABLE *

For Assistance Call (866) 274-9887

Equitable Financial Life Insurance Company of America

Full Legal Business Name of Group: City of Bethany

Headquarters' Address: 6700 NW 36th Street City: Bethany State: OK Zip: 73008

Contact Name: Amanda Sandoval Contact Title: Mayor

Contact Phone: (405) 470-1873 Contact E-Mail: amanda.sandoval@bethanyok.org

Application is hereby made to the Company** indicated above on the basis of the information contained in this application, the Employer Verification Information, the enrollment data and available experience. The application in its entirety, and any other required information, is subject to Home Office approval before insurance can become effective.

If this application is approved by Home Office, it will be attached to and made part of the Group Policy(ies). Insurance will become effective on the effective date shown below, unless the Company sends written notice of a different effective date.

Coverage Election

☐ Basic Life	☐ Dental	☐ Short-Term Disability	☐ Accident
☐ Voluntary Life	☒ Vision	☐ Long-Term Disability	☐ Critical Illness
			☐ Hospital Indemnity

Effective Date Requested: January 01, 2027

Policy Situs State: Oklahoma

Agreements and Authorization

The undersigned declares that, to the best of his/her knowledge and belief, the statements and answers to the questions in this application are complete and true. No one except the Chief Executive Officer or the Secretary of the Company may make or modify any contract on behalf of such Company, and no waiver is valid unless it is in writing and signed by one of these officers and the policyholder. The policyholder agrees to accept the terms and provisions of the group policy, including its exhibits, riders, endorsements or amendments, if any.
I have read and acknowledge the applicable fraud warning attached.

Signed by the Group's Authorized Representative

Signature _____

Print Name Amanda Sandoval

Title Mayor

City and State where signed Bethany, OK

Date _____

(must be signed prior to Effective Date)

Writing Agent or Broker

Signature _____

Print Name _____

License Number _____ State _____

Date _____

(must be signed prior to Effective Date)

The final application placed on file with the Company must be signed.

*Equitable is the brand name of the retirement and protection subsidiaries of Equitable Holdings, Inc., including Equitable Financial Life Insurance Company (Equitable Financial) (NY, NY), Equitable Financial Life Insurance Company of America (Equitable America), an AZ stock company with an administrative office located in Charlotte, NC, and Equitable Distributors, LLC. Equitable Advisors is the brand name of Equitable Advisors, LLC (member FINRA, SIPC) (Equitable Financial Advisors in MI and TN). All group insurance products are issued either by Equitable Financial or Equitable America, which have sole responsibility for their respective insurance and backed solely by their claims-paying obligations. Some products are not available in all states.

** References herein to the "Company" refer to either Equitable Financial Life Insurance Company or Equitable Financial Life Insurance Company of America as the applicable issuing company.

FRAUD WARNINGS

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Arkansas, Louisiana, New Mexico, Rhode Island, and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California Residents: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance Company or agent of an insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Maine, Tennessee, Virginia and Washington: WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance Company for the purpose of defrauding the Company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Florida: Any person who knowingly and with an intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of law.

Kentucky: Any person who knowingly and with intent to defraud any insurance Company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with the intent to defraud any insurance Company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties.
Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

All Other States: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees and dependents ("Participants") of City of Bethany, OK (hereinafter referred to as "Client") to begin January 1, 2027 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties." The terms and conditions are as follows:

1. **Term:** Initial term of one (1) year for the delivery of a Program to Client. After the expiration of the initial term (December 31, 2027), this Agreement shall automatically renew for successive one (1) year periods unless either Party shall deliver to the other Party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.

   In the event that ComPsych fails to perform any material Service required to be performed by ComPsych hereunder, and such failure shall not be cured by ComPsych within thirty (30) days following the delivery of written notice by Client to ComPsych setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such thirty (30) day period.

2. **Fees:**

   (A) Fees are set forth on Schedule II attached hereto. Client represents that as of the Commencement Date it has approximately 124 employees located in the United States. Client agrees to provide ComPsych with annually updated employee counts and locations. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for the Program is due on an annual basis beginning on the Commencement Date and thereafter on or before each annual anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.

   (B) Critical incident stress management ("CISM") Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any CISM time and travel time will be billed at a rate of $265.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice

   (C) Training Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any training time will be billed at a rate of $215.00 per hour plus travel and related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.

   (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(B) and 2(C) will apply or training hours will be reduced, as the case may be.

3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all employees of Client, its affiliates and subsidiaries and that all such employees shall be covered under this Agreement.

4. **Services:** The Program shall include those services described on Schedule I attached hereto ("Services"). Client agrees that any and all communications disseminated by Client to Participants regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.

5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).

6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.

7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of Services under this Agreement.

8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.

9. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

   Client Billing Contact: Lesa LaMar

   Address: 6700 NW 36th Bethany, OK 73008

   Phone number: 405-789-5004

   Email address: lesa.lamar@bethanyok.org

10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.

11. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

12. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

13. **Relationship of the Parties**: ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.

14. **No Third Party Beneficiaries**: Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.

15. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.

16. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

17. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

ComPsych Corporation	City of Bethany, OK
By: _____	By: _____ (Signature Line)
By: _____	By: _Amanda Sandoval_____
Its: _____	Its: _Mayor_____
Date: _____	Date: _____

SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES

1. **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.

2. **Program Engagement Reporting Dashboard:** ComPsych will provide Client with access to a near real-time, self-service reporting dashboard reflecting utilization of the services, in each case without disclosure of the identity of any Participant utilizing the services.

3. **Training/CISM:** Provide Client with up to one (1) hour of a combination of the following types of Services per contract year: 1) employee/supervisor orientation sessions (in-person or via Webinar), 2) personal development workshops, 3) health/enrollment fairs, and 4) CISM Services. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance. The date and time of any CISM Services shall be mutually agreed upon by Client and ComPsych.

4. **Program Promotion**: ComPsych will provide Client with PDFs of customary promotional materials announcing and explaining the program to Client employees. Client is responsible for printing and distributing promotional materials to its employees.

5. **Service Access:** Toll free telephone line access to guidance consultants as well as online access to GuidanceConnect® via GuidanceResources Online.

6. **Assessment, Counseling and Referral:** Assess the presenting problem of each Participant requesting counseling Services and provide a maximum of six (6) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the Participant's presenting problem is determined not to be resolvable in the above number of sessions, the Participant will be referred for alternative Services after assessment.

7. **LegalConnect®:** Provide Client Participants with telephonic legal information and local referral upon request. If a local referral is requested, the Participant shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the Services performed by any resource.

8. **FinancialConnect®:** Provide Client Participants with telephonic financial information regarding their personal finances and related issues.

9. **FamilySource®:** Provide Client Participants with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet Services and apartment shopping. ComPsych does not control and is not responsible for the quality of Services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the Services performed by any resource. FamilySource Services are defined as individual Participant requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource Services and development of such directories or guides will be billed at a rate of $125/hour.

10. **GuidanceResources® Online:** Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.

11. **Well-Being Coaching:** ComPsych will provide Participants with a coaching model that will help Participants to take charge of their individual health and make lifestyle changes. With a goal to educate, motivate and modify behavior, ComPsych coaches will offer holistic, one-on-one support (via telephonic or video sessions) for a wide variety of issues such as coping with stress and anxiety, burnout, dealing with competing needs, developing self-compassion, developing resiliency, time management, and motivation.

12. **Computerized Cognitive Behavioral Therapy ("CCBT"):** Provide Participants with access to interactive, individually-tailored applications that empower users to address depression, anxiety, stress, substance use, chronic pain and sleep challenges, while also supporting the physical and spiritual aspects of whole person health.

13. **GuidanceSessions:** Provide Participants with small group sessions to address shared experiences (i.e., Stress (general), work-related stressors, community stressors (i.e., pandemic, DEI/social injustice, etc.). This service provides a safe and supportive space to discuss and process stressors, receive peer support, and identify and share new coping skills to build resilience and manage stress. The time and date of such services shall be mutually agreed upon by the parties. Client agrees to pay a fee of $265.00 per hour plus related expenses for GuidanceSessions services.

SCHEDULE II
FEES

Employees	Flat Price
1 – 130	$5,450.00 per year
Each additional employee over 130	$41.92 per employee per year

***** Fees are based on Client's employee population as of January 1st of each contract year. After the initial term, the annual fee will increase by five percent (5%) per contract year.

ComPsych

AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees and dependents ("Participants") of City of Bethany, OK (hereinafter referred to as "Client") to begin January 1, 2027 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties." The terms and conditions are as follows:

1. **Term:** Initial term of one (1) year for the delivery of a Program to Client. After the expiration of the initial term (December 31, 2027), this Agreement shall automatically renew for successive one (1) year periods unless either Party shall deliver to the other Party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.

   In the event that ComPsych fails to perform any material Service required to be performed by ComPsych hereunder, and such failure shall not be cured by ComPsych within thirty (30) days following the delivery of written notice by Client to ComPsych setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such thirty (30) day period.

2. **Fees:**

   (A) Fees are set forth on Schedule II attached hereto. Client represents that as of the Commencement Date it has approximately 124 employees located in the United States. Client agrees to provide ComPsych with annually updated employee counts and locations. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for the Program is due on an annual basis beginning on the Commencement Date and thereafter on or before each annual anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.

   (B) Critical incident stress management ("CISM") Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any CISM time and travel time will be billed at a rate of $265.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice

   (C) Training Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any training time will be billed at a rate of $215.00 per hour plus travel and related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.

   (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(B) and 2(C) will apply or training hours will be reduced, as the case may be.

3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all employees of Client, its affiliates and subsidiaries and that all such employees shall be covered under this Agreement.

4. **Services:** The Program shall include those services described on Schedule I attached hereto ("Services"). Client agrees that any and all communications disseminated by Client to Participants regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.

5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).

6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.

7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of Services under this Agreement.

8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.

9. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

   Client Billing Contact: Lesa LaMar

   Address: 6700 NW 36th Bethany, OK 73008

   Phone number: 405-789-5004

   Email address: lesa.lamar@bethanyok.org

10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.

11. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

12. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

13. **Relationship of the Parties**: ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.

14. **No Third Party Beneficiaries**: Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.

15. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.

16. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

17. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

ComPsych Corporation	City of Bethany, OK
By: _____	By: _____ (Signature Line)
By: _____	By: _Amanda Sandoval_____
Its: _____	Its: _Mayor_____
Date: _____	Date: _____

SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES

1. **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.

2. **Program Engagement Reporting Dashboard:** ComPsych will provide Client with access to a near real-time, self-service reporting dashboard reflecting utilization of the services, in each case without disclosure of the identity of any Participant utilizing the services.

3. **Training/CISM:** Provide Client with up to one (1) hour of a combination of the following types of Services per contract year: 1) employee/supervisor orientation sessions (in-person or via Webinar), 2) personal development workshops, 3) health/enrollment fairs, and 4) CISM Services. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance. The date and time of any CISM Services shall be mutually agreed upon by Client and ComPsych.

4. **Program Promotion**: ComPsych will provide Client with PDFs of customary promotional materials announcing and explaining the program to Client employees. Client is responsible for printing and distributing promotional materials to its employees.

5. **Service Access:** Toll free telephone line access to guidance consultants as well as online access to GuidanceConnect® via GuidanceResources Online.

6. **Assessment, Counseling and Referral:** Assess the presenting problem of each Participant requesting counseling Services and provide a maximum of six (6) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the Participant's presenting problem is determined not to be resolvable in the above number of sessions, the Participant will be referred for alternative Services after assessment.

7. **LegalConnect®:** Provide Client Participants with telephonic legal information and local referral upon request. If a local referral is requested, the Participant shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the Services performed by any resource.

8. **FinancialConnect®:** Provide Client Participants with telephonic financial information regarding their personal finances and related issues.

9. **FamilySource®:** Provide Client Participants with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet Services and apartment shopping. ComPsych does not control and is not responsible for the quality of Services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the Services performed by any resource. FamilySource Services are defined as individual Participant requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource Services and development of such directories or guides will be billed at a rate of $125/hour.

10. **GuidanceResources® Online:** Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.

11. **Well-Being Coaching:** ComPsych will provide Participants with a coaching model that will help Participants to take charge of their individual health and make lifestyle changes. With a goal to educate, motivate and modify behavior, ComPsych coaches will offer holistic, one-on-one support (via telephonic or video sessions) for a wide variety of issues such as coping with stress and anxiety, burnout, dealing with competing needs, developing self-compassion, developing resiliency, time management, and motivation.

12. **Computerized Cognitive Behavioral Therapy ("CCBT"):** Provide Participants with access to interactive, individually-tailored applications that empower users to address depression, anxiety, stress, substance use, chronic pain and sleep challenges, while also supporting the physical and spiritual aspects of whole person health.

13. **GuidanceSessions:** Provide Participants with small group sessions to address shared experiences (i.e., Stress (general), work-related stressors, community stressors (i.e., pandemic, DEI/social injustice, etc.). This service provides a safe and supportive space to discuss and process stressors, receive peer support, and identify and share new coping skills to build resilience and manage stress. The time and date of such services shall be mutually agreed upon by the parties. Client agrees to pay a fee of $265.00 per hour plus related expenses for GuidanceSessions services.

SCHEDULE II
FEES

Employees	Flat Price
1 – 130	$5,450.00 per year
Each additional employee over 130	$41.92 per employee per year

***** Fees are based on Client's employee population as of January 1st of each contract year. After the initial term, the annual fee will increase by five percent (5%) per contract year.

BPWA AGENDA: 12/01/2026
BPWA ITEM: 1 (A)

NOTICE: On Thursday, November 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 PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 17, 2026

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Ken Smart	Vice-Chairman
	Burt Falkner	Trustee
	Peter Plank	Trustee
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Chandra Ford	Trustee
	Brian Magirowsky	Trustee
MEMBERS ABSENT:	Aja Triana	Trustee
OTHERS PRESENT:	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	Chad Meek	Police Chief
	Brett Crecelius	Community Dev. Director
	(See Roster)	

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 8:05 P.M.

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

A. APPROVAL OF MINUTES FROM NOVEMBER 3, 2026, REGULAR MEETING.

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2027 SCHEDULE OF REGULAR MEETINGS OF THE BETHANY PUBLIC WORKS AUTHORITY.** ***(ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Chairman Sandoval , seconded by Trustee Magirowsky to approve the with time of meeting to begin at 6:30 p.m. Yes votes: Sandoval, Larsen, Plank, Falkner, Smart, Magirowsky, Ford, Powell. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ENGINEERING DESIGN CONTRACT FOR NW 25TH AND PENIEL AND NW 50TH AND MCMILLAN LIFT STATION REPLACEMENT P ROJECT WITH TEIM DESIGN FOR AN AMOUNT OF $240,000.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.** ***(ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Trustee Magirowsky, seconded by Trustee Smart to approve the contracts in Item No. 3 and Item No. 4 Yes votes: Plank, Magirowsky, Smart, Falkner, Ford, Powell, Sandoval, Larsen. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CONSTRUCTION CONTRACT WITH KRAPFF REYNOLDS CONSTRUCTION COMPANY FOR NW 25TH AND SHANNON LIFT STATION IMPROVEMENT PROJECT IN THE AMOUNT OF $698,216.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.** ***(ELIZABETH GRAY, CITY MANAGER)***

This item was approved in Item No. 3.

ITEM NO. 5 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. 6 on the agenda was **ADJOURN UNTIL DECEMBER 1, 2026**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 8:05 P.M. until December 1, 2026.

_____ _____

SECRETARY CHAIRMAN

AGENDA: 12/01/2026
ITEM: Consent 1 (B)

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director

Date: November 24, 2026

Subject: Claims list for the 12/01/2026 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	$ 186,667.92
TOTAL	$ 186,667.92

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$ 196,454.69
Bethany Public Works Authority	$ 186,667.92
Bethany Hospital Trust	$ -
Bethany Development Authority	$ -
TOTAL	$ 383,122.61

RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0		MANAGEMENT				
27-58277	10-004630	BAD BRAD'S BAR-B-Q	EMPLOYEE APPRECIATION	11/2026	20261216	1,731.13
27-58188	10-005373	CARD SERVICES/P1	INDEED ADS	11/2026	US126-09127164	250.63
27-57643	10-1068	ONG	MONTHLY SERVICE	11/2026	20261116*	156.79
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	145.08
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	11/2026	INV1806878	111.28
					DEPARTMENT TOTAL:	2,394.91
DEPARTMENT: 02.0		FINANCE				
27-58392	10-005321	AMAZON CAPITAL SERVICES, IN	PINK PAPER CUT OFF/NSF	11/2026	5464263	67.08
27-57283	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING	11/2026	125745	2,992.27
27-58423	10-0225	GENUINE PARTS	HOSE FOR METER TRUCK	11/2026	130389	29.00
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	178.56
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	493.59
27-57332	10-1749	RK BLACK INC.	SHARP PRINTER	11/2026	IN1394929	35.95
					DEPARTMENT TOTAL:	3,796.45
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
27-57263	10-3042	ACCURATE ENVIRONMENTAL	VOC'S	11/2026	IK09047	408.00
					DEPARTMENT TOTAL:	408.00
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
27-58377	10-005321	AMAZON CAPITAL SERVICES, IN	5 COMB LOCKS FOR PW	11/2026	3690618	20.52
27-58421	10-005321	AMAZON CAPITAL SERVICES, IN	GLASSCLEANER,HANDICAPSTIC	11/2026	1167458	75.01
27-58322	10-005350	FORCE PERSONNEL	TEMP FOR SANITATION	11/2026	90925	3,640.62
27-58427	10-005373	CARD SERVICES/P1	GREEN TAGS	11/2026	111971	194.06
27-57223	10-006287	TAKE TEN TIRE & SERVICE	RECAPS,CASHING,STEERTIRES	11/2026	4-GS363438	2,440.68
27-58250	10-0130	AMERICAN FIRE & SAFETY	ANNUALFIREECTINGISHERINSP	11/2026	133924	153.14
27-58397	10-0812	J & R EQUIPMENT LLC	BUMPER PADS	11/2026	07003851	69.96
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	13,737.84
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	8,640.34
27-58034	10-4012	WASTE CONNECTIONS,INC	2ND QUARTER LANDFILL FEES	11/2026	33955E012	27,620.35
27-58399	10-4012	WASTE CONNECTIONS,INC	FREE LANDFILL DAY NOV2026	11/2026	34049E012	1,175.13
27-57205	10-4090	AT&T MOBILITY	MONTLY FEE FOR TRAKING PH	11/2026	X11192026	145.05
					DEPARTMENT TOTAL:	57,912.70

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	312.48
27-58343	10-2305	HOIDALE CO INC	6BLUE6BLACK6GREENFOBS	11/2026	INV37623	87.00
					DEPARTMENT TOTAL:	399.48
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
27-58377	10-005321	AMAZON CAPITAL SERVICES, IN	5 COMB LOCKS FOR PW	11/2026	3690618	20.52
27-57562	10-005900	TEIM DESIGN GROUP, PLLC	BOOSTER PUMP STATION	11/2026	14064	33,177.76
27-57637	10-005900	TEIM DESIGN GROUP, PLLC	GAC FILTERS	11/2026	14063	4,375.18
27-58361	10-005992	AEG PETROLEUM	2 CS FOOD GRADE GREASE	11/2026	1069402	118.00
27-58251	10-006300	AMERICAN FIRE TRAINING SYST	ANNUALFIREECTINGISHERINSP	11/2026	133925	485.00
27-58315	10-006307	SMART GUY PLUMBING, INC.	TOILET REPAIR	11/2026	102382	830.00
27-58234	10-006358	GWIN ENGINEERING CONSULTANT	HEAT STUDY CHEMICAL BLDG	11/2026	262001	1,320.00
27-58298	10-0091	BRENNTAG SOUTHWEST	AMMONIUM HYDROXIDE	11/2026	BSW741320	2,864.08
27-58299	10-0091	BRENNTAG SOUTHWEST	ALUMINUM SULFATE	11/2026	BSW742797	2,985.16
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	5,155.87
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	848.55
27-58435	10-1622	WESTLAKE ACE HARDWARE	SUMP PUMPS	11/2026	3505938	259.98
27-57722	10-3042	ACCURATE ENVIRONMENTAL	BACT'S TESTING	11/2026	IK03071	700.00
27-58257	10-3487	AIRGAS USA, LLC	20 TONS OF CO2	11/2026	9176955903	8,416.52
27-58225	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	11/2026	CD251878	10,972.52
27-58313	10-3919	MISSISSIPPI LIME	25 TONS OF LIME PER CONTR	11/2026	CD255713	10,968.14
					DEPARTMENT TOTAL:	83,497.28
DEPARTMENT: 12.1		UTILITY - WATER LINE				
27-58377	10-005321	AMAZON CAPITAL SERVICES, IN	5 COMB LOCKS FOR PW	11/2026	3690618	10.26
27-58376	10-005900	TEIM DESIGN GROUP, PLLC	DIAMOND MAPS	11/2026	14059-C	11,531.40
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	1,718.62
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	3,261.76
27-57432	10-4090	AT&T MOBILITY	METER READER/MODEMS	11/2026	1X11192026	228.13
					DEPARTMENT TOTAL:	16,750.17

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
27-58377	10-005321	AMAZON CAPITAL SERVICES, IN	5 COMB LOCKS FOR PW	11/2026	3690618	10.26
27-57557	10-005900	TEIM DESIGN GROUP, PLLC	30TH/WILBURN SEWER	11/2026	FINAL 14061	900.00
27-58125	10-006228	NATIONAL TANK & EQUIPMENT L	25TH/SHANNON LIFT STATION	11/2026	531173-0003	1,581.93
27-58418	10-006228	NATIONAL TANK & EQUIPMENT L	LIFT STATION BYPASS PUMPS	11/2026	512439-0001	12,944.65
27-58308	10-006285	RIVER CITY HYDRAULICS, INC.	WARTHOG NOZZEL	11/2026	71998	1,760.84
27-58420	10-006330	BG PIPLINE MANAGEMENT AND I	PULL PUMPS 21STCOUNCIL	11/2026	1055	1,975.00
27-57464	10-1068	ONG	MONTHLY SVC	11/2026	20261111	188.25
27-58434	10-1085	OKLAHOMA MUNICIPAL ASSURAN	C/W 3RD INSTALLMENT	11/2026	3rd QTR W/C 2026	1,138.31
27-58412	10-1261	RED ROCK PETRO	4200UNLEAD & 3800 DIESEL	11/2026	1671975	956.30
27-57432	10-4090	AT&T MOBILITY	METER READER/MODEMS	11/2026	1X11192026	53.39
					DEPARTMENT TOTAL:	21,508.93
					FUND TOTAL:	186,667.92
					GRAND TOTAL:	383,122.61

Agenda: 11/03/2026
Item: 1 (D)

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: 12/1/2026
Subject: Budget Amendment 27-10

BACKGROUND

The City of Bethany has received an additional $564,656.20 in settlement funds from the PFAS settlement. Among the accepted uses of these proceeds are the maintenance and improvement of the Bethany water system. Due to the recent emergency repairs needed for the Water Treatment Plant, staff is recommending that the settlement funds be budgeted for the needed repairs. Any funds left unexpended can be used for future water system repairs or improvements.

Budget Amendment 27-10 recognizes the settlement proceeds and appropriates these funds for expenditure.

RECOMMENDATION

1. Approve Budget Amendment 27-10 (attached).

ADDITIONAL COMMENTS



Approval of and authorization to execute Budget Amendment Number BA# 27-10

BUDGET AMENDMENT FORM

Funds: Public Works Authority
Amendment #: BA#27-10
Fiscal Year: FY 2027

		Estimated Revenue		Appropriations	
Account #	**Account Name**	**Increase**	**Decrease**	**Increase**	**Decrease**
Public Works Authority					
056-39036	Settlement Proceeds	564,656			
056-512.0-342	Repair and Maintenance			564,656	
	TOTALS	564,656	-	564,656	-

EXPLANATION:

Budget Amendment 27-10 Recognizes Proceeds from the PFAS setllement and appropriates those funds for repairs at the Water Plant.

Date & Signature of Mayor: x _____ Date

Date & Signature of City Manager: x _____ Date

Date Approved by the City of Bethany: December 1st, 2026

	Public Works Authority
Unappropriated Fund Balance Remaining After Amendment:	**6,905,525.00**

BHT AGENDA: 12/01/2026
BHT ITEM: Consent 1 (A)

NOTICE: On Thursday, November 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, NOVEMBER 17, 2026

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Ken Smart	Vice-Chairman
	Peter Plank	Trustee
	Burt Falkner	Trustee
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Chandra Ford	Trustee
	Brian Magirowsky	Trustee
MEMBERS ABSENT:	Aja Triana	Trustee
OTHERS PRESENT:	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	Chad Meek	Police Chief
	Brett Crecelius	Community Dev. Director
	(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 NOVEMBER 3, 2026, REGULAR MEETING.

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

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2027 SCHEDULE OF REGULAR MEETINGS OF THE BETHANY HOSPITAL TRUST*. (ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Chairman Sandoval , seconded by Trustee Magirowsky to approve the with time of meeting to begin at 6:30 p.m. Yes votes: Sandoval, Larsen, Plank, Falkner, Smart, Magirowsky, Ford, Powell. No votes: None. Motion approved.

ITEM NO. 3 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. 4 on the agenda was **ADJOURN UNTIL DECEMBER 1, 2026.**

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 8:06 P.M. until December 1, 2026.

_____ _____

SECRETARY CHAIRMAN

AGENDA: 12/01/2026
ITEM: Consent 1 (B)

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director

Date: November 24, 2026

Subject: Claims list for the 12/01/2026 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	$ -
TOTAL	$ -

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$ 196,454.69
Bethany Public Works Authority	$ 186,667.92
Bethany Hospital Trust	$ -
Bethany Development Authority	$ -
TOTAL	$ 383,122.61

RECOMMENDATION

1. Approve claims as presented.



Agenda: 12/01/2026
Item: 1 (C)

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: 12/1/2026
Subject: Budget Amendment 27-11

BACKGROUND

The Bethany hospital building is being readied for its demolition, expected to be accomplished early in 2027. Until then, it is necessary to have electricity at the site. The expected timeframe is no more than two months. Budget Amendment 27-11 appropriates the necessary funds for this purpose.

RECOMMENDATION

1. Approve Budget Amendment 27-11 (attached).

ADDITIONAL COMMENTS



Approval of and authorization to execute Budget Amendment Number BA# 27-11

BUDGET AMENDMENT FORM

Funds: Bethany Hospital Trust
Amendment #: BA#27-11
Fiscal Year: FY 2027

Account #	Account Name	Estimated Revenue Increase	Estimated Revenue Decrease	Appropriations Increase	Appropriations Decrease
Bethany Hospital Trust					
051-599.0-341	Utility Expense			8,000	
051-25390	Fund Balance	8,000			
	TOTALS	8,000	-	8,000	-

EXPLANATION:

Budget Amendment 27-11 Appropriates funds for utility expense at the Hospital

Date & Signature of Mayor: x _____ Date

Date & Signature of City Manager: x _____ Date

Date Approved by the City of Bethany: December 1st, 2026

	Bethany Hospital Trust
Unappropriated Fund Balance Remaining After Amendment:	**6,281,146.00**

BDA AGENDA: 12/01/2026
BDA ITEM: Consent 1 (A)

NOTICE: On Thursday, November 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, NOVEMBER 17, 2026

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Ken Smart	Vice-Chairman
	Burt Falkner	Trustee
	Peter Plank	Trustee
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Chandra Ford	Trustee
	Brian Magirowsky	Trustee
MEMBERS ABSENT:	Aja Triana	Trustee
OTHERS PRESENT:	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	Chad Meek	Police Chief
	Brett Crecelius	Community Dev. Director
	(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 NOVEMBER 3, 2026, REGULAR MEETING.

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE

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

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2027 SCHEDULE OF REGULAR MEETINGS OF THE BETHANY DEVELOPMENT AUTHORITY.** ***(ELIZABETH GRAY, CITY MANAGER)***

A motion was made by Chairman Sandoval, seconded by Trustee Smart to approve the with time of meeting to begin at 6:30 p.m. Yes votes: Sandoval, Larsen, Plank, Falkner, Smart, Magirowsky, Ford, Powell. No votes: None. Motion approved.

ITEM NO. 3 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. 4 on the agenda was **ADJOURN UNTIL DECEMBER 1, 2026.**

Chairman Sandoval adjourned the Bethany Development Authority meeting at 8:07 P.M. until December 1, 2026.

_____ _____

SECRETARY CHAIRMAN

AGENDA: 12/01/2026
ITEM: Consent 1 (B)

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director

Date: November 24, 2026

Subject: Claims list for the 12/01/2026 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	$ -
TOTAL	$ -

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$ 196,454.69
Bethany Public Works Authority	$ 186,667.92
Bethany Hospital Trust	$ -
Bethany Development Authority	$ -
TOTAL	$ 383,122.61

RECOMMENDATION

1. Approve claims as presented.

