
On Thursday, June 29, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

WEDNESDAY, JULY 5, 2023
6:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the June 20, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
 - C. Approval of FY 2024 General Mutual Cooperation Agreement between the City of Bethany and the Board of Oklahoma County Commissioners of Oklahoma County effective July 1, 2023 and authorize the mayor to sign the document.
4. 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.)*

5. PUBLIC HEARING ITEM: Consideration and possible action regarding a special permission request by Robert Freeman, applicant, and property owner, that will allow for the construction of a 500 ft² accessory structure at 4708 N. Donald Ave.
 - A. Presentation by staff and/or interested party.
 - B. Public comment.
 - C. Possible action.
6. Consideration and possible approval of Agreement with ImageNet Solutions for Information Technology support. *(Elizabeth Gray, City Manager)*
7. City-wide public works project updates by TEIM Design including GO Bond, ARPA, and SH 66 with possible discussion. *(Elizabeth Gray, City Manager)*
8. Consideration and possible approval to ratify expenses for emergency repairs due to water line break on N Mueller between NW 52nd and NW 58th Streets for an amount of \$53,592.21. *(Elizabeth Gray, City Manager)*
9. 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")*.
10. City Attorney's Report.
11. City Manager's Report.
12. Mayor and Council Members Comments and Suggestions.
13. Adjourn until July 18, 2023.

BETHANY PUBLIC WORKS AUTHORITY

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2. Consideration and possible approval to ratify expenses for emergency repairs due to water line break on N Mueller between NW 52nd and NW 58th Streets for an amount of \$53,592.21. *(Elizabeth Gray, City Manager)*
3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
4. Adjourn until July 18, 2023.

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.

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BETHANY DEVELOPMENT AUTHORITY

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

NOTICE: On Thursday, June 15, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, JUNE 20, 2023

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Brian Magirowsky	Vice-Mayor
	Chris Powell	Council Member
	Jeff Knapp	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member

MEMBERS ABSENT:	Steve Palmer	Council Member
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OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Ray Bohanan	Sanitation Supervisor
	Bart Looper	Oklahoma Boys State
	Mr. Vaughn	Dobson Fiber
	Steve Manek	TEIM Design
	(See Roster)	

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

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

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

The Invocation was given by Vice-Mayor Magirowsky.

The Flag Salute was conducted by Council Member Knapp.

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

- A. **APPROVAL OF MINUTES FROM JUNE 6, 2023, REGULAR MEETING.**
- B. **APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**
- C. **APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 2.**
- D. **APPROVAL OF FY 2024 JAIL SERVICES AGREEMENT WITH THE CITY OF YUKON AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.**

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

ITEM NO. 4 on the agenda was **CERTIFICATES OF RECOGNITION AND ACHIEVEMENTS.**

Ray Bohanan- Recognition for his life saving efforts provided to a citizen while performing his duties.

Bethany School American Legion Boys State attendees were recognized for their achievement. The young men that attended were as follows: Creed Curtis, Gavin Finley, Riley Gulickers, Logan Halberg, J.J. Hughes, Smith Langum, Jacob Magirowsky, Cole Powell, Nolan Stayton, Jake Stearman, Cade Sweatt, Mason Wyatt. Smith Langum was chosen to attend Boys Nation in Washington D.C.

ITEM NO. 5 on the agenda **WAS PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING A SPECIAL PERMISSION REQUEST BY BRIAN EISELE, APPLICANT AND PROPERTY OWNER, THAT WILL ALLOW FOR THE CONSTRUCTION OF A 1200 FT ACCESSORY STRUCTURE AT 3917 N RIVERSIDE DRIVE. (ELIZABETH GRAY, CITY MANAGER)**

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

City Manager Elizabeth Gray reported that Planning and Zoning had a unanimous vote in favor and recommends approval of the special request.

- B. **PUBLIC COMMENT.**

Property owner Brian Eisele informed the council that he changed the plans to be a 900 square foot structure with a setback of 25 foot off each property line. The height of the building will be no taller than the house.

C. POSSIBLE ACTION.

A motion was made by Council Member Plank, seconded by Council Member Larsen to approve the special permission request by Brian Eisele that will allow for the construction of a 900 ft. accessory structure at 3917 N. Riverside Drive. Yes votes: Plank, Larsen, Powell, Lloyd, Smart, Knapp, McPhail, Magirowsky. No votes: None. Motion approved.

ITEM NO. 6 on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING A SPECIAL PERMISSION REQUEST BY JASON RIOS, APPLICANT AND PROPERTY OWNER, THAT WILL ALLOW FOR THE CONSTRUCTION OF A 440 FT ACCESSORY STRUCTURE AT 2505 N TROPICANA AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTIES.

City Manager Elizabeth Gray reported that Planning and Zoning had a unanimous vote in favor and recommends approval of the special request.

B. PUBLIC COMMENT.

None

C. POSSIBLE ACTION.

A motion was made by Council Member Knapp, seconded by Council Member Smart to approve the construction of a 440 ft. accessory structure at 2505 N. Tropicana Avenue. Yes votes: Magirowsky, Knapp, McPhail, Smart, Larsen, Lloyd, Powell, Plank. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

None

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF A LEASE BETWEEN THE CITY OF BETHANY AND BETHANY PUBLIC SCHOOLS FOR PROPERTY AT MCFARLAND PARK AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (RAY JONES, CITY ATTORNEY)**

Attorney Jones reported this agreement was first signed almost 25 years ago. This amendment is for another 25 years along with rent payments to help with infrastructure for the city. The rent payment will be \$25,000 per year with a 1% increase annually.

A motion was made by Council Member Larsen, seconded by Council Member Knapp to approve a lease between the City of Bethany and Bethany Public Schools for property at McFarland Park and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Lloyd, Powell, Larsen, Plank, McPhail, Smart. Abstain: Magirowsky No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF A SUBLEASE BETWEEN THE CITY OF BETHANY AND SOUTHERN NAZARENE UNIVERSITY FOR PROPERTY AT MCFARLAND PARK AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (RAY JONES, CITY ATTORNEY)**

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Plank to approve a sublease between the City of Bethany and Southern Nazarene University for property at McFarland Park and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Magirowsky, Lloyd, Knapp, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RIGHT-OF-WAY ACCESS AGREEMENT WITH DOBSON TECHNOLOGIES FOR THE USE OF THE CITY OF BETHANY'S RIGHT-OF-WAY FOR THE INSTALLATION OF FIBER OPTIC INTERNET SERVICE. (RAY JONES, CITY ATTORNEY)**

Attorney Jones reported the agreement includes a 5% gross revenue collection from subscribers as well as a dedicated commercial internet access to city hall, public works, the city library, and the police department. Also, a Wi-Fi redundancy security measure provided to the police department in emergencies.

Mr. Vaughn reported that this service is for the whole city. Field agents will be going door to door to inform the citizens. This will be a fiber solution not a coax.

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Smart to approve a right of way access agreement with Dobson Technologies for the use of the City of Bethany's right of way for the installation of fiber optic internet service. Yes votes: Magirowsky, Lloyd, Knapp, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1678 TO EXECUTE PROJECT AGREEMENT FOR JOB PIECE NUMBER 37928(04) FOR MILL AND OVERLAY APPROACHES AND INTERSECTION OF NW 23RD STREET AND ROCKWELL AVENUE, BY AND BETWEEN THE CITY OF BETHANY AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray reported the following funding for this project:

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

Steve Manek reported that the new signals will use video detection and will begin first in the early part of 2024. This project, the mill and overlay will begin in the fall of 2024.

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Smart to approve Resolution No. 1678. Yes votes: Magirowsky, Lloyd, Knapp, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 12 on the agenda was the **CONSIDERATION AND POSSIBLE APPROVAL OF OKLAHOMA MUNICIPAL ASSURANCE GROUP(OMAG) WORKERS' COMPENSATION PLAN FOR FY 2024 AND DIRECTION ON WHETHER OR NOT TO APPLY ESCROW BALANCE OF \$1,607.00 TOWARDS THE 2023-2024 RENEWAL PREMIUM. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky to approve the escrow balance of \$1,607.00 to be used towards the 2023-2024 renewal premium. Yes votes: Magirowsky, Lloyd, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 13 on the agenda was **APPOINTMENT OF MUNICIPAL JUDGE PER ARTICLE V, SECTION 5-2 OF THE BETHANY CHARTER. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Knapp, seconded by Council Member McPhail to approve appointment of ?? as judge. Yes votes: Magirowsky, Larsen, McPhail, Lloyd, Plank, Smart, Knapp, Powell. No votes: None. Motion approved.

ITEM NO. 14 on the agenda was **EXECUTIVE SESSION: EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307 (B) (1) TO DISCUSS THE APPOINTMENT OF THE CITY ATTORNEY.**

A. ENTER INTO EXECUTIVE SESSION

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Plank to enter executive session at 7:11 p.m. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Knapp, Powell, Smart, Plank. No votes: None. Motion approved.

B. EXIT EXECUTIVE SESSION.

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Smart to exit executive session at 7:30 p.m. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Knapp, Powell, Smart, Plank. No votes: None. Motion approved.

ITEM NO. 15 on the agenda was **APPOINTMENT OF CITY ATTORNEY PER ARTICLE V, SECTION 5-2 OF THE BETHANY CHARTER. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Smart, seconded by Council Member Larsen to appoint Robert Ray Jones Jr. as City Attorney. Yes votes: Powell, Plank, Larsen, Knapp, Lloyd, Magirowsky, Smart. No votes: McPhail. Motion approved.

ITEM NO. 16 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO APPROVE RETAINER AGREEMENT FOR PROFESSIONAL AND LEGAL SERVICES WITH ROBERT RAY JONES, JR. (RAY JONES, CITY ATTORNEY)**

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Larsen to approve a retainer agreement for professional and legal services with Robert Ray Jones Jr. Yes votes: Powell, Plank, Larsen, Knapp, Lloyd, Magirowsky, Smart. No votes: McPhail. Motion approved.

ITEM NO. 17 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. 18 on the agenda was the **CITY ATTORNEY’S REPORT.**

None

ITEM NO. 19 on the agenda was the **CITY MANAGER’S REPORT.**

City Manager Gray reported the following:

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

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

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

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

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

ITEM NO. 20 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 21 on the agenda was **ADJOURN UNTIL JULY 5, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:46 P.M.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: June 29, 2023
Subject: Claims List for the 07/05/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$92,138.12
Public Safety	\$4,569.22
Capital Improvement Fund	\$2,435.00
2022A GO Bond	\$12,335.56
TOTAL	\$

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$111,477.90
Bethany Public Works Authority	\$214,541.84
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$326,019.74

RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 01.0		MANAGEMENT					
23-45082	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	6/2023	129257	813.00	
23-47892	10-005373	CARD SERVICES/P1	METER READER SUPPLIES	6/2023	20230620	8.98	
23-47967	10-005373	CARD SERVICES/P1	2023 MCO SUMMER CONF	6/2023	313	297.00	
23-45461	10-005519	CRAWFORD & ASSOCIATES, P.C.	FINANCIAL PREP	6/2023	17120	1,030.00	
23-47260	10-1068	ONG	MONTHLY SVC	6/2023	20230616	149.97	
23-47849	10-2918	MTM RECOGNITION CORPORATION	NAME PLATE-MAGIRWOSKY	6/2023	6159035	21.59	
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	6/2023	INV595570	226.34	
23-48012	10-3570	MUNICIPAL FINANCE SVC INC	BOND FINANCIAL DISCLOSURE	6/2023	20230203	3,500.00	
DEPARTMENT TOTAL:						6,046.88	
DEPARTMENT: 02.0		FINANCE					
23-47892	10-005373	CARD SERVICES/P1	METER READER SUPPLIES	6/2023	20230620	6.16	
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	6/2023	INV595570	66.94	
DEPARTMENT TOTAL:						73.10	
DEPARTMENT: 03.0		COURT					
23-45014	10-005625	SHRED-IT	DEC 2022 PAPER DEST	6/2023	8002323572	50.00	
23-45019	10-005625	SHRED-IT	MAY 2023 PAPER DEST	6/2023	8004085233	50.00	
23-45020	10-005625	SHRED-IT	JUNE 2023 PAPER DEST	6/2023	8004085233	50.00	
23-47749	10-005738	COMMERCIAL DOOR LLC	FIRE EXIT LATCH	6/2023	6-27-850443	3,008.28	
23-47656	10-006024	DOORTEC, INC.	FRONT DOOR REPAIR	6/2023	40566828	468.00	
23-47260	10-1068	ONG	MONTHLY SVC	6/2023	20230616	47.06	
23-45853	10-1069	OKLAHOMA MUNICIPAL LEAGUE	JUDGE ASSOCIATION DUES	6/2023	085399	50.00	
23-47340	10-1069	OKLAHOMA MUNICIPAL LEAGUE	JUDGES CONFERENCE	6/2023	086243	125.00	
DEPARTMENT TOTAL:						3,848.34	
DEPARTMENT: 04.0		ENGINEERING					
23-46375	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT HOURLY WORK	6/2023	12079	8,709.98	
DEPARTMENT TOTAL:						8,709.98	

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
23-47851	10-004536	APPLIED CONCEPTS, INC.	Repair Radar	6/2023	421082	147.50
23-47038	10-005373	CARD SERVICES/PI	OACP Renewal	6/2023	6512,6347	200.00
23-47881	10-005373	CARD SERVICES/PI	Office Supplies	6/2023	2282639	209.81
23-47882	10-005373	CARD SERVICES/PI	Batteries for Wifi Units	6/2023	9377049	112.80
23-47932	10-005373	CARD SERVICES/PI	Office Supplies & Chair	6/2023	9356212	606.61
23-47959	10-005373	CARD SERVICES/PI	Cleaning Supplies	6/2023	20230627--	479.12
23-47960	10-005373	CARD SERVICES/PI	Animal Shelter Supplies	6/2023	20230627	474.43
23-47981	10-005373	CARD SERVICES/PI	Office Chairs & Pants	6/2023	8728244	653.70
23-47982	10-005373	CARD SERVICES/PI	3 Flash Modules	6/2023	26127	538.63
23-47955	10-005595	RAY'S WESTSIDE TAG AGENCY	2 Vin Inspections	6/2023	23-47955	8.00
23-47593	10-005802	FIRETROL PROTECTION SYSTEMS	Extinguisher Repairs	6/2023	100862114	727.94
23-46306	10-005929	WEX BANK	Irby Motor School Fuel	6/2023	20230615	18.77
23-47502	10-006044	HOUSE OF MODS LLC	Vehicle Repairs	6/2023	45723,45688	1,743.82
23-47886	10-006044	HOUSE OF MODS LLC	Engine Mount Replacement	6/2023	45701	941.18
23-47924	10-006092	SAMS GLASS SOLUTIONS	IRBY HAIL DAMAGE	6/2023	0539	340.00
23-47873	10-006094	J HOLLAND PHOTOGRAPHY, LLC	Department Photos	6/2023	5130	700.00
23-47550	10-006101	ALL HOURS LOCKSMITH	South Exit Door	6/2023	19103	2,799.00
23-47825	10-006110	THE MOUNT DEPOT	Computer Mount Part	6/2023	39579	60.99
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230612-	663.56
23-47260	10-1068	ONG	MONTHLY SVC	6/2023	20230616	405.91
23-47838	10-1726	BETHANY COUNTRY STORE	10 bag dog food	6/2023	23-47838	225.00
23-45429	10-1771	ADVENTURE OUT	Units 13-136 & 10-124	6/2023	555007	340.00
23-47880	10-1771	ADVENTURE OUT	Radar 20-006	6/2023	555298	340.00
23-47958	10-1771	ADVENTURE OUT	16-001 Short	6/2023	555305	85.00
23-45911	10-2273	PRECISION DELTA	Training & Duty Ammo	6/2023	27565	1,649.86
23-46080	10-2697	AUTOZONE	Auto Parts	6/2023	0501146698	22.99
23-46700	10-3415	SPECIAL-OPS UNIFORMS, INC.	Miller Body Armor	6/2023	339449B	981.00
23-46701	10-3415	SPECIAL-OPS UNIFORMS, INC.	Miller Uniforms & Equip	6/2023	340427B	169.62
23-47437	10-3415	SPECIAL-OPS UNIFORMS, INC.	WING UNIFORMS	6/2023	340428B	529.96
23-47438	10-3415	SPECIAL-OPS UNIFORMS, INC.	BODY ARMOR	6/2023	339731B	1,962.00
23-47686	10-3415	SPECIAL-OPS UNIFORMS, INC.	Sanchez Uniforms	6/2023	340425B	466.98
23-47883	10-3415	SPECIAL-OPS UNIFORMS, INC.	Equip for Officer	6/2023	327104	696.02
23-45218	10-4090	AT&T MOBILITY	First Net	6/2023	23-45218--	1,661.28
23-47901	10-4388	ISG TECHNOLOGY, LLC	NETWORK OUTAGE	6/2023	ISG346298	510.00
DEPARTMENT TOTAL:						21,471.48

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0 FIRE						
23-47966	10-005186	JIM COFFMAN	TUITION REIMBURSEMENT	6/2023	20230606	1,041.70
23-45035	10-005510	SAMARITAN EMS	AMBULANCE SVS	6/2023	6468	17,989.75
23-47864	10-006047	CAVIN WRECKER SERVICE	TOWING OF E-2	6/2023	23-32648	350.00
23-47890	10-0225	GENUINE PARTS	TOGGLE SWITCH FOR E-1	6/2023	036077	22.61
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230612-	1,106.91
23-47576	10-1165	CONRAD FIRE EQUIPMENT	REPAIRS TO ENGIBE-1	6/2023	568747	11,270.83
23-47936	10-1165	CONRAD FIRE EQUIPMENT	CARRIER BEARING L-1	6/2023	568752	597.72
23-47976	10-1165	CONRAD FIRE EQUIPMENT	PRELIMINARY DIAGNOSIS E-2	6/2023	568753	627.74
23-47977	10-1165	CONRAD FIRE EQUIPMENT	INTAKE SENSOR LADDER-1	6/2023	568749	1,571.32
23-47978	10-1165	CONRAD FIRE EQUIPMENT	FUEL LEVEL SENSOR E-1	6/2023	568751	141.96
23-47979	10-3920	OSU OFFICE OF THE BURSAR	MAYDAY TRAINING TRAILER	6/2023	090331	550.00
23-47935	10-4090	AT&T MOBILITY	MOBILE DATA	6/2023	06192023-	172.16
23-47792	10-4333	BRIAN MURRAY	EMT LICENSE RENEWALS	6/2023	23-47792	290.00
DEPARTMENT TOTAL:						35,732.70
DEPARTMENT: 07.0 COMMUNITY DEV						
23-47922	10-004417	MCLAIN-CHITWOOD OFFICE	INK PENS, POST-IT HOLDER	6/2023	232506	154.28
23-47957	10-005689	CHALLENGER LANDSCAPING AND	ABATEMENT 7724 NW 21	6/2023	1	500.00
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	6/2023	INV595570	234.33
23-47894	10-3258	CITY OF YUKON	ADVERTISING RT 66 TRIPLE	6/2023	38061823	3,000.00
DEPARTMENT TOTAL:						3,888.61
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
23-47260	10-1068	ONG	MONTHLY SVC	6/2023	20230616	178.02
23-45070	10-2442	SUMNERONE, INC.	MAINTENANCE FEES(2023)	6/2023	3613021	37.12
23-47750	10-4215	OKLAHOMA CODE ENFORCEMENT	AMEMBERSHIP 24 PHIL STOWEL	6/2023	23-47750	50.00
DEPARTMENT TOTAL:						265.14
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
23-47867	10-0482	DOLESE BROS. CO.	FILL SAND/5846 N MUELLER	6/2023	AG23070685	378.87
23-47914	10-0572	REDDY ICE CORP	70 BAGS OF ICE	6/2023	3850618762	47.13
23-47946	10-0609	BOBCAT OF OKLAHOMA CITY	CHAINS/SKIDSTEERSWEEPER	6/2023	P97597	225.14
23-47426	10-0694	HASKELL LEMON CONST CO	1 1/2 TON ASPHALT	6/2023	1077	124.80
23-47836	10-0694	HASKELL LEMON CONST CO	2 TON ASPHALT	6/2023	2705	163.20
23-47944	10-1622	WESTLAKE ACE HARDWARE	ZIPTIESFORBANNERINSTALL	6/2023	3503563	34.58
23-47970	10-2123	HOME DEPOT CREDIT SVCS	BLADES FOR SAW SAW	6/2023	027116/4020780	69.94
DEPARTMENT TOTAL:						1,043.66

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS					
23-47885	10-004725	RUCKER ELECTRIC INCORPORATE	WIRE UP PUMP	6/2023	12712	1,331.88	
23-47923	10-004725	RUCKER ELECTRIC INCORPORATE	POOL MOTOR TRIPPING	6/2023	12718	222.50	
23-47875	10-005350	FORCE PERSONNEL	TEMP HELP	6/2023	74515	6,318.25	
23-47523	10-006099	HAPPY PLAYGROUNDS, LLC	REPAIR EQUIPMENT	6/2023	2345	1,042.25	
23-47914	10-0572	REDDY ICE CORP	70 BAGS OF ICE	6/2023	3850618762	47.14	
23-47848	10-0668	HAYES ELECTRIC	DX ISSUES WITH POOL PUMP	6/2023	SERVICE CALL91	180.00	
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230612-	1,707.45	
23-47260	10-1068	ONG	MONTHLY SVC	6/2023	20230616	47.22	
23-47168	10-1622	WESTLAKE ACE HARDWARE	SUPPLIES/REPAIR PARK BATH	6/2023	3503228	23.45	
23-47972	10-2123	HOME DEPOT CREDIT SVCS	ANCHORS AND WIRE	6/2023	4163766,4020694	113.59	
23-47961	10-2488	CARDINAL AQUATECH POOLS	CHEMICAL INJECTOR	6/2023	34704-1	24.50	
DEPARTMENT TOTAL:						11,058.23	
FUND TOTAL:						92,138.12	

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
23-47991	10-1	JAYE KNIGHTEN	REFUND CIVIL ASSET	6/2023	20220418	2,233.00
DEPARTMENT TOTAL:						2,233.00
DEPARTMENT: 99.0 NON-DEPARTMENTAL						
23-47980	10-005373	CARD SERVICES/P1	Tech Supplies	6/2023	5823460	341.22
23-47230	10-005790	H&H SHOOTING SPORTS	3 Glock 17T	6/2023	2346517	1,362.00
23-47930	10-1771	ADVENTURE OUT	Replace Emergency Lights	6/2023	555300	633.00
DEPARTMENT TOTAL:						2,336.22
FUND TOTAL:						4,569.22

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-47884	10-3434	W & W ELECTRIC MOTOR SVC	REBUILDPUMP&NEWPUMP	6/2023	1911	2,435.00

DEPARTMENT TOTAL: 2,435.00

FUND TOTAL: 2,435.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
23-47253	10-005500	TROY D RHODES & COMPANY, INFIRE STATION REIMB.		6/2023	03712	148.06
23-47280	10-005500	TROY D RHODES & COMPANY, INBOND PROP 3A FIRE DEPT		6/2023	03711	12,187.50
DEPARTMENT TOTAL:						12,335.56
FUND TOTAL:						12,335.56

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: December 31, 2020
Subject: Consideration and Possible Action to Approve Mutual Cooperation Agreement with Oklahoma County for FY 2024.

BACKGROUND

The City of Bethany and Oklahoma County annually agree to cooperate with certain road projects. The City asks for assistance from Oklahoma County. Oklahoma County provides assistance as provided by state law and funds permit.

This agreement is similar to those from previous years.

RECOMMENDATION

1. Approve the Mutual Cooperation Agreement with Oklahoma County and authorize the Mayor to sign the document of behalf of the City of Bethany.

ADDITIONAL COMMENTS

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

GENERAL MUTUAL COOPERATION AGREEMENT

BETWEEN THE CITY OF BETHANY & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective JULY 1, 2023, between the **CITY OF BETHANY** a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is

seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Municipality shall, under the specific agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on JULY 1, 2023 and continue through JUNE 30, 2024

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,

2023.

ATTEST:

City Clerk

By _____
Mayor

APPROVED as to form and legality this _____ day of _____, 2023

City Attorney

COUNTY

APPROVED by the County this 21st day of June,

2023.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA**

By Brian Maughan
Chairman

ATTEST:

Manana Grant 
County Clerk

By Carrie Blumetto
Member

By Steph De
Member

APPROVED as to form and legality this . 20 day of April, 2023.

Steph De
Assistant District Attorney

BETHANY CITY COUNCIL

From: Amanda McCellon, Comm. Dev. Director
Date: June 5, 2023
Subject: Consider a request by Robert Freeman, Applicant and property owner, for special permission that will allow for the construction of a 500 ft² accessory structure at 4708 N. Donald Ave.

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of June 1, 2023. Motion was made by Kent Lynn, seconded by Steve Marx to recommend approving the special permission request at 4708 N. Donald Ave., and require applicant to meet the setbacks. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Steve Marx. NAY- None. ABSTAIN- None. The motion carried unanimously 4 – 0.

RECOMMENDATION

1. Recommend approving the special permission request at 4708 N. Donald Ave. and require applicant to meet the setbacks.

ADDITIONAL COMMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 2: PC 23-06

6/1/23
p. 2
MCA

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

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

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

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

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

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

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

ITEM 3: **PC 23-07**

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

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

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

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

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

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

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

NEW BUSINESS

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

BETHANY Oklahoma

City of Bethany

Planning & Zoning Staff Report

June 1, 2023

CASE NO: PC 23-06

Request: Consider a request by Robert Freeman, property owner and applicant, for special permission to construct a 500 ft² accessory structure at 4708 N Donald Ave.

Applicant: Robert Freeman, property owner.

Legal Description: Sect. 16-T12N-R4W NE Qtr., Stockton Addition 001 017

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

Proposed Accessory Structure: 500 ft² accessory structure.

Surrounding Zoning:

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

Table 1

Building Characteristics:

	Proposed Structure	Primary Structure
Use	Garage	Single-Family Dwelling
Area (ft ²)	500	1,008
Height (ft)	15	17
Roof Pitch	6:12	6:12
Roof Material	Shingles	Shingles
Exterior Wall Covering	Board & Batten	Vinyl Siding

Table 2

Background:

The applicant seeks special permission to construct an accessory structure at 4708 N Donald Ave. The lot is 50' wide and 145' deep (0.17 Acres) with a 1,008 ft² primary structure occupying 13.9% of the lot. The proposed structure would measure 25' in

width and 19.3' in depth, yielding an area of 500 ft². This exceeds the allowable limit of an accessory structure (240 ft²) thus special permission is required to construct this building.

Analysis:

The proposed structure exceeds the 240 ft² limit (§150.007) for accessory structures. Under the terms of special permits, the proposed building may have up to 10% of the total property or 50% of the dwelling space (§158.044). At 500 ft² the proposed structure is 50% of the dwelling unit, and 6.75% of the property, thus meeting the requirements of the ordinance. The proposed accessory structure does not exceed the height of the house, matches the house in roof pitch & roofing materials, and will likely match the house in terms of exterior paint.

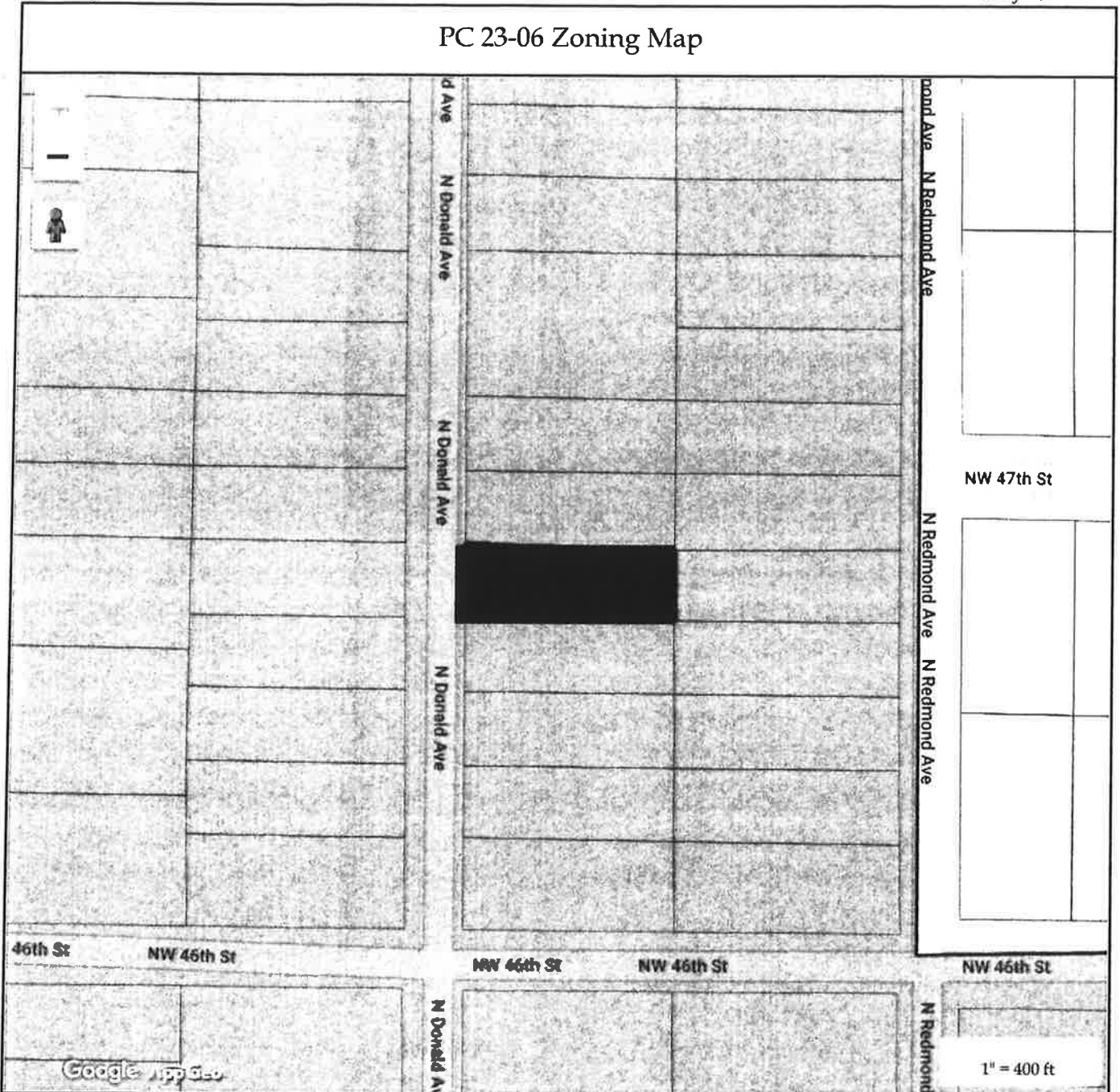
Should special permission be granted, it should be noted that this accessory structure would be deemed a "permanent structure." This means that this building must comply with all setback requirements applicable to the primary building (§158.020.02, Note 4d). The proposed structure will fit within the setbacks of the property (20' rear, 5' on South line, 10' on North line). Additionally, the accessory structure would not be allowed to be constructed atop utility easements. Should the Planning & Zoning Commission recommend that this request be approved, the city inspector will ensure that all standards are met before and after construction.

Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a special permit that would allow for the construction of a 500 ft² accessory structure.

Attachments:

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

PC 23-06 Zoning Map



ZONING CODE LEGEND

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

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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

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





City of Bethany Residential Accessory Structure Application

Void after 30 days

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

Property Information			
Site Address or Legal Description: 4708 N Donald			
Owner Name: Robert Freeman		Owners Phone: 405-630-5250	
Address: 4708 N Donald		City: Bethany	State: Ok ZIP Code: 73008
Description of Project			
Provide drawing with dimensions and location(s).		Square Feet: 500	Height: 16' 6"
Proposed Use: Garage		Valuation of Job: \$ 10,000	
		Size of property: 25' x 20'	
Contractor/Contact Information if different than owner			
Contact's Name:		Phone:	
Business Name:			
Address:		City:	State: ZIP Code:
Subcontractor Trade	Business Name	State License	Contact Number
<input checked="" type="checkbox"/> Electrical	Lewis Electric		405-323-5958
<input type="checkbox"/> Plumbing			
<input type="checkbox"/> Mechanical/HVAC			
<input type="checkbox"/> Roof			
Note:			
<p>The owner and or applicant are responsible for compliance with any and all building codes, City Ordinances, and restrictive covenants. City staff cannot authorize variances in building codes, City Ordinances, or restrictive covenants. Being issued a building permit is not a variance from any building code, City Ordinance, or restrictive covenant. The owner and/or applicant must verify all data and plans for compliance with any applicable requirement. (Rev. 9-6-01)</p> <p>We, the undersigned, being the owners or legal agents for the owners of more than fifty-one percent of the following described property, do hereby make application and petition the City Council to approve the special use permit as hereinafter requested</p>			
Applicant Name: Robert Freeman		Applicant Phone: 405-630-5250	
Applicant Address: 4708 N Donald Bethany, Ok 73008			
Signature of Applicant: <i>Robert Freeman</i>			Date: 4-17-23
FOR OFFICE USE ONLY			
<input type="checkbox"/> No Special Use Needed		<input checked="" type="checkbox"/> Special Use Permit Needed	
<input type="checkbox"/> Valid License	<input type="checkbox"/> Insurance	Zoning:	Permit Fee: Flood Zone:
Approved By:			Date:

Permit Number:	Date permit issued:	Receipt Number:
<p>156.15 DEFINITION: ACCESSORY STRUCTURE. A STRUCTURE which is on the same parcel of property as the principal STRUCTURE and the use of which is incidental to the use of the principal STRUCTURE. Examples of ACCESSORY STRUCTURES include but are not limited to garages and storage sheds.</p> <p>150.007 STRUCTURES OVER EASEMENTS OR RIGHTS-OF-WAY.</p> <p>Section 3201 of the Building Code is amended to include:</p> <p>A. No permanent structure shall be located, constructed, placed or erected on a public easement or right-of-way; provided, portable buildings on skids or platforms, fences, driveways and other structures not permanently affixed to the ground shall not be prohibited by this section. For purposes of this section, "public easement or right-of-way" means any easement or right-of-way dedicated to the public for any purpose, whether recorded or not, "permanent structure" means anything which requires location on the ground or which is attached to something having location on the ground.</p> <p>B. Non-permanent accessory buildings not exceeding 240 square feet in size and encroaching on a public easement or right-of-way as provided in (A) above shall be constructed on skids or platforms allowing the entire structure to be moved by connecting a towing or winching device to the platform or skids.</p> <p>C. All accessory buildings in excess of 240 square feet in size shall be considered permanent structures and shall be located on a permanent footing. These accessory buildings shall not be located over utility easements or rights-of-way.</p> <p>D. No building permanent, portable or non-permanent shall be located over any gas line.</p> <p>E. Non-permanent, portable buildings may be located in the side yard setback, but no part of the building including any roof overhang shall extend beyond the property line of the property on which the building is located</p>		

Please provide a drawing to include distances from house, property lines, width and length of proposed structure and any other pertinent information.

See attached Drawings.

FOR ACCESSORY STRUCTURES GREATER THAN 240 SQUARE FEET
Guidelines for Special use Permit

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

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

Ordinance 159.044 SPECIAL PERMIT USES.

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

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

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

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

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

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

	Accessory Building:	Primary Building:
Use	Garage	Residence
Square footage	500	1008
Height	15'	17
Roof Pitch	6:12	6:12
Roof Material	Shingles	Shingles
Exterior wall covering	Board & Batten	Vinyl Siding

Additional Requirements for the special use permit

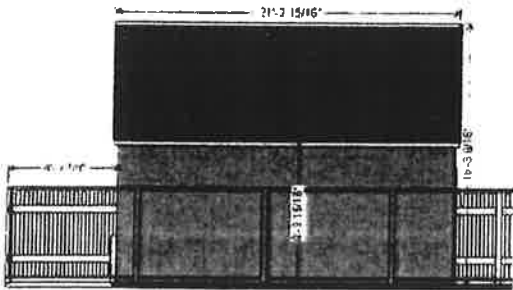
- 1. A current and certified list of all recoded property owners within a 300' radius of the entire boundary of the subject property. This list must be obtained from either a bonded abstractor or the County Assessor of Oklahoma County.**
- 2. The fees for a Special use permit for a residential lot is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

Special Use Permit Procedure

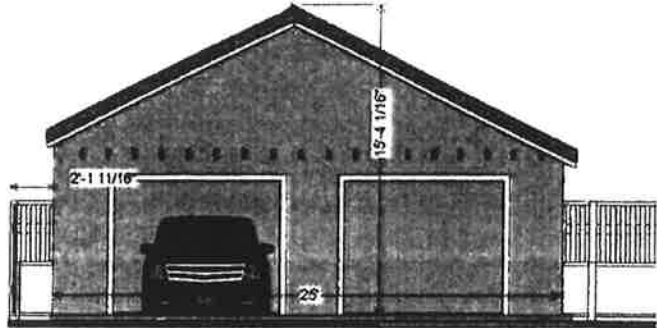
1. Return the application and all other required documentation to the Community Development Department. Once the application has been received and reviewed for completeness, the community Development Director will schedule your application on the next available Planning and Zoning Commission Agenda.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

11
344
150

194



View from the North

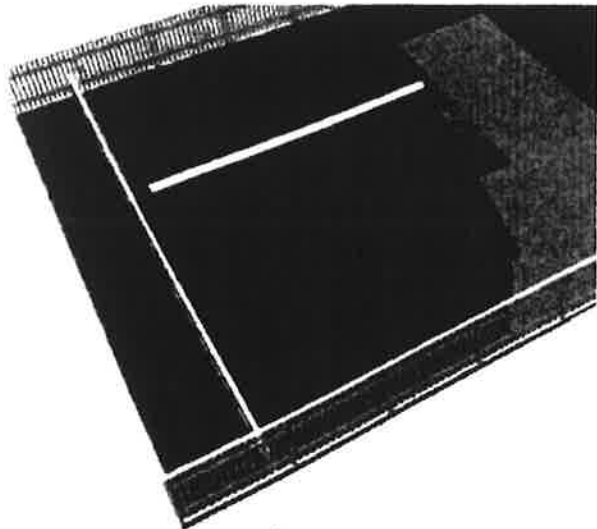


View from the West



North

Overview View from the front



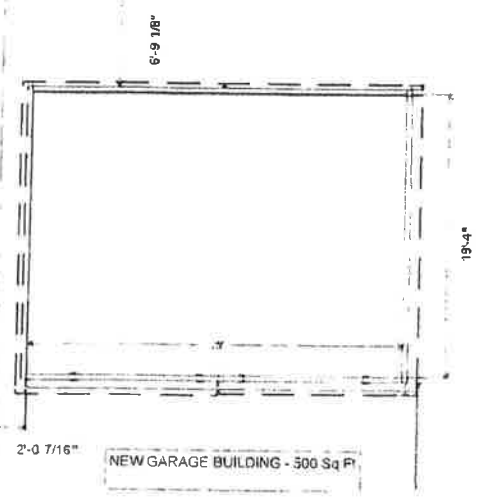
Overview View from the Back

4708 N Donald

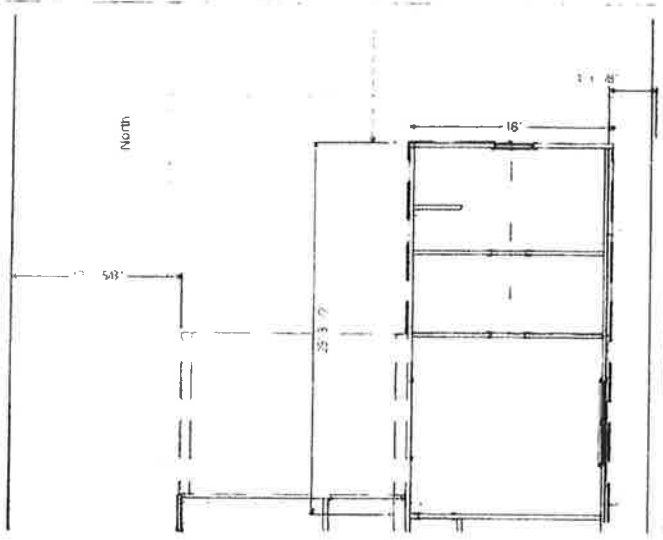
JHEEF

A-3

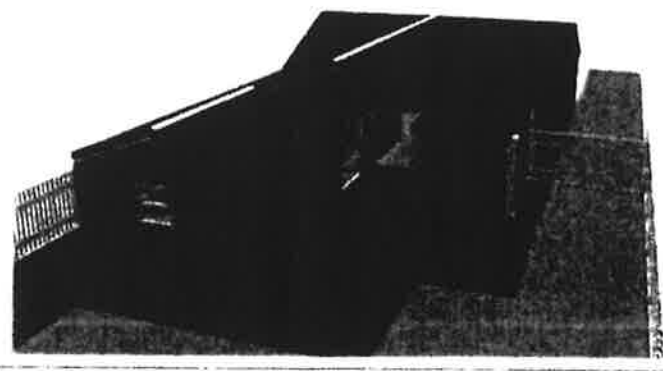
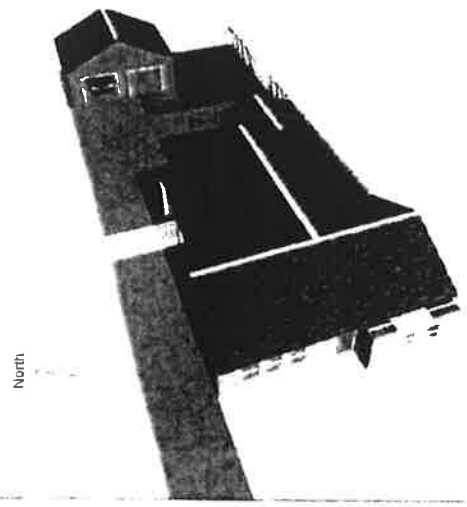
North, East Corner of Adj.



2'-0 7/16" NEW GARAGE BUILDING - 500 Sq Ft



NEW ADDITION 480 Sq Ft



4708 N Donald

Linda Hlinicky

From: rgfreeman5250@gmail.com
Sent: Friday, April 14, 2023 10:59 PM
To: Construction Application
Subject: *External Source*RE: *External Source*4708 N Donald - Building Permit Application 4-12-23
Attachments: 4708 N Donald Bethany Ok 73008.pdf; Accessory Structure Permit Application 4708 N Donald.pdf; Building Permit Application 4708 N Donald.pdf

Linda,

Sorry about that see revised attachments. Let me know if I missed anything again 🙏

Robert Freeman
4708 N Donald Ave
Bethany, Ok 73008
405-630-5250

From: Construction Application <construction.application@bethanyok.org>
Sent: Wednesday, April 12, 2023 8:26 AM
To: rgfreeman5250@gmail.com
Cc: Amanda McCellon <amanda.mccellon@bethanyok.org>
Subject: RE: *External Source*4708 N Donald - Building Permit Application 4-12-23

Please complete the building permit application for addition to house and re-send. There is no address information or phone number information on application. Also, I am sending you an accessory building application to fill out for the accessory building. It appears you have two different projects (one is addition to house, and one is an accessory building).

Thank you,
Linda H

From: rgfreeman5250@gmail.com <rgfreeman5250@gmail.com>
Sent: Wednesday, April 12, 2023 8:13 AM
To: Construction Application <construction.application@bethanyok.org>
Subject: *External Source*4708 N Donald - Building Permit Application 4-12-23

See attached Building Permit Application and plans for approval.

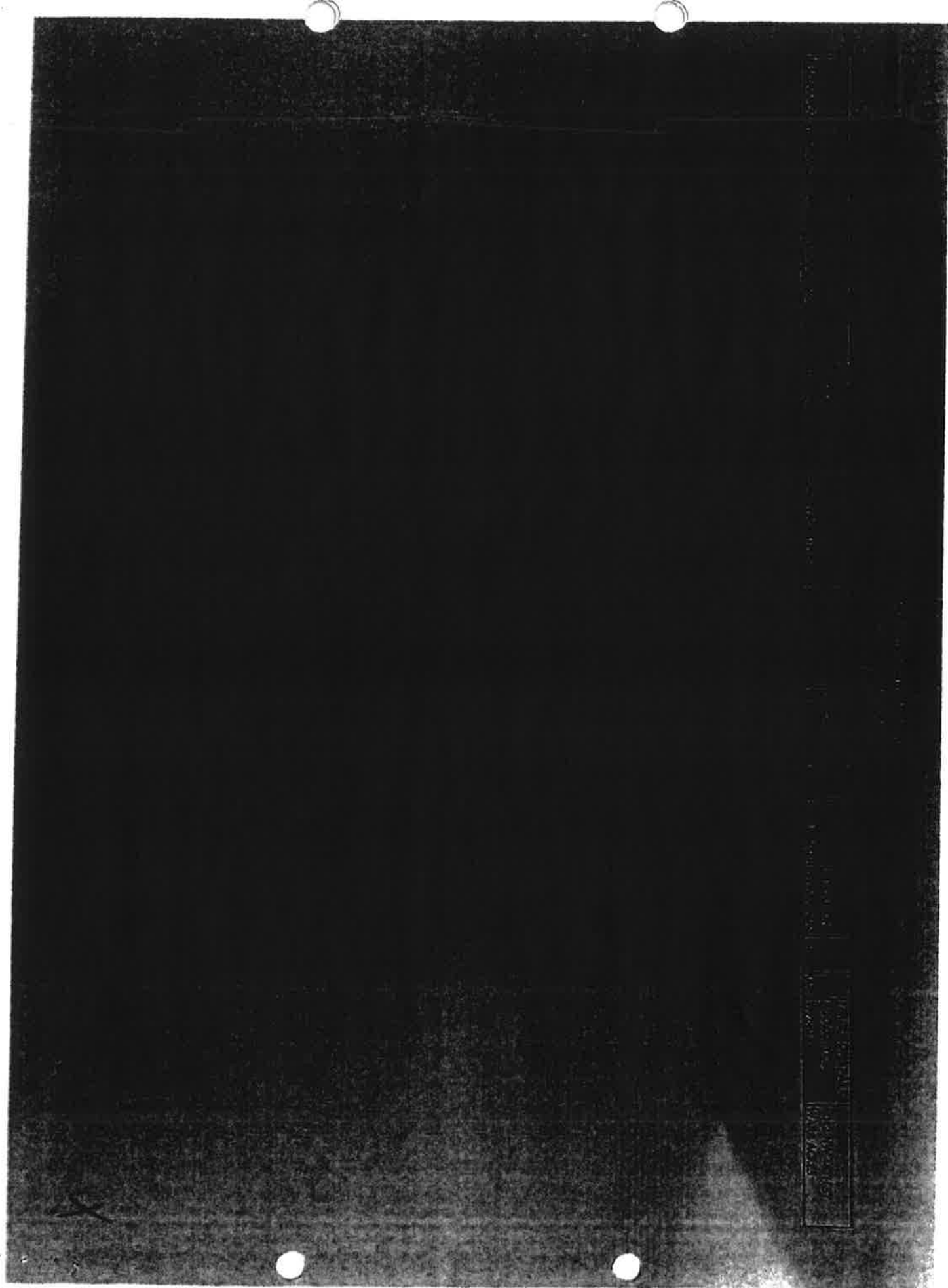
Robert Freeman
405-630-5250
Rgfreeman5250@gmail.com

Larry Stein
Oklahoma County Assessor's
Office



Ownership Radius Report

This Non-Official Report is for Account Number RT71503400 and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership, consult the deeds recorded in the Oklahoma County Clerks Office. Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.





BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 28, 2023
Subject: Managed IT Proposals for the City of Bethany

BACKGROUND

On January 7, 2023, the City of Bethany published a Request for Qualifications (RFQ) for IT Services to survey the current market. Our current IT Service provider, ImageNet was the sole source provider who submitted an RFQ. ImageNet serves several other municipalities and companies with good reference including Mustang, Pauls Valley, Choctaw, Garvin County, Oklahoma Baptist Foundation, Oklahoma Press Association, Crawford and Associates and the Oklahoma Municipal League.

Staff recommends approving the contract for \$7, 222.50 per month.

RECOMMENDATION

1. Approval of ImageNet Agreement for managed IT service for \$7,222.50 per month.

ADDITIONAL COMMENTS





Managed IT Agreement 2023

Prepared For:
Leasa Furr of City of Bethany

Prepared By:
Aimee Acree, Administrative Specialist on 06/21/23

Document Number: ITGQ10747
Expiration Date: 6/13/2023

Managed IT Service Agreement

Managed IT Agreement Renewal	Qty	Unit Price	Ext. Price
Essential Security - Per User	60	\$20.00	\$1,200.00 <i>Billed Monthly</i>
<ul style="list-style-type: none"> • Security Awareness Training • Dark Web Monitoring • Endpoint DNS Security • Mail Security • M365/Google Workspace Backup • SaaS Application Monitoring 			
Managed Workstation	50	\$65.00	\$3,250.00 <i>Billed Monthly</i>
Managed Network	4	\$150.00	\$600.00 <i>Billed Monthly</i>
Managed Server (Hypervisor / VM Host)	2	\$150.00	\$300.00 <i>Billed Monthly</i>
Managed Virtual Server	8	\$100.00	\$800.00 <i>Billed Monthly</i>
Managed Backup and Disaster Recovery (BDR) Appliance	1	\$150.00	\$150.00 <i>Billed Monthly</i>
Siris 4 Professional 10TB Business Continuity Service With 1-year Unlimited Cloud Retention	1	\$922.50	\$922.50 <i>Billed Monthly</i>

Important Notes	Qty	Unit Price	Ext. Price
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All Managed Workstations are serviced during normal business hours (M-F, 8-5). Emergency service needed outside of regular business hours may incur billable time at our hourly rate of \$255 per hour and is available at the discretion of ImageNet.

Along with this agreement, you agree to supply ImageNet with a licensed Microsoft 365 user for security, management, communication, and testing purposes and/or a Google Workspace user, if using Google Workspace.

Agreement Total

This document does not contain tax. Tax will be calculated and applied to your invoice. Please wait to remit payment until your invoice is received.

Monthly Price **\$7,222.50**

Contract Start Date: 7/1/2023

Essential Security Suite

Our Essential Security Suite is made up of several tools that protect your IT environment from the bottom up. These products help secure your workstations, servers, networks, email, cloud applications, in addition to raising end user cybersecurity awareness.

Managed Threat Detection & Response

24x7 human ThreatOps team that monitors all endpoints for persistence (attacks gaining footholds in your network) and will isolate devices if severe threats are detected to prevent damage

Endpoint DNS Security

DNS security and content filtering on devices without the need to be behind firewall (in office **or** via a VPN connection to the office)

Mail Security and Continuity

Spam filtering, email antivirus, outbound filtering, impersonation protection, data loss prevention (DLP), URL and attachment sandboxing, mail encryption, and emergency mailbox access in the event of a global outage.

M365/Google Workspace Backup

Unlimited backup for Microsoft 365 and Google Workspace

SaaS Application Monitoring

A unified monitoring and alerting platform for client SaaS (Software-as-a-Service) applications, such as Microsoft 365, Google Workspace, Salesforce, Slack, and Dropbox, that detects anomalies for all user accounts in these services

Dark Web Monitoring

Dark Web Monitoring watches up to three customer domains for leaked credentials found for sale on the dark web (more domains available at an additional cost)

Security Awareness Training

An automated security awareness training platform that will conduct recurring, randomized phishing campaigns to test user's ability to recognize email threats

Managed IT Agreement 2023

THIS DOCUMENT IS FOR REVIEW PURPOSES ONLY.

This proposal will be presented with line item counts and pricing.

Prepared For:

Leasa Furr of City of Bethany

Prepared By:

Reese Tipton, vCIO on 06/14/23

Document Number: ITGQ10750

Expiration Date: 6/13/2023

Managed IT Service Agreement

Managed IT Agreement Renewal	Qty	Unit Price	Ext. Price
Essential Security - Per User			Billed Monthly
<ul style="list-style-type: none"> • Security Awareness Training • Dark Web Monitoring • Endpoint DNS Security • Mail Security • M365/Google Workspace Backup • SaaS Application Monitoring 			
Managed Workstation			Billed Monthly
Managed Network			Billed Monthly
Managed Server (Hypervisor / VM Host)			Billed Monthly
Managed Virtual Server			Billed Monthly
Managed Server (Physical)			Billed Monthly
Managed Backup and Disaster Recovery (BDR) Appliance			Billed Monthly
Siris 4 Professional 10TB Business Continuity Service With 1-year Unlimited Cloud Retention			Billed Monthly
Base Charge			Billed Monthly

Important Notes	Qty	Unit Price	Ext. Price
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We will audit your device count periodically and adjust your invoice to reflect number of devices covered by your agreement. You may request an audit of your devices at any time or request removal of any devices provided they will no longer be used to connect to any of your business networks, software, or communications platforms. Your invoice will reflect this adjustment one month after the next billing cycle to allow time for license deactivations and offboarding.

All Managed Workstations are serviced during normal business hours (M-F, 8-5). Emergency service needed outside of regular business hours may incur billable time at our hourly rate of \$255 per hour and is available at the discretion of ImageNet.

The minimum managed services contract is \$1250 per month. If the number of workstations, and/or networks or combination does not total at least \$1250 per month then the managed services price goes to \$1250 per month. Otherwise, it will be adjusted based on the number of workstations and/or networks managed.

Along with this agreement, you agree to supply ImageNet with a licensed Microsoft 365 user for security, management, communication, and testing purposes and/or a Google Workspace user, if using Google Workspace.

Agreement Total

This document does not contain tax. Tax will be calculated and applied to your invoice. Please wait to remit payment until your invoice is received.

Monthly Price	\$0.00
Contract Start Date:	7/1/2023

Customer Information

Client Legal Name: City of Bethany
Billing Address: 6700 NW 36th St
City: Bethany **State:** OK **Zip:** 73008-33
Bill to Contact: Leasa Furr
Bill to Phone: (405) 789-2146
Bill to Email: leasa.furr@bethanyok.org



Quote #: ITGQ10750
Contract Start: 7/1/2023
Contract End: 6/30/2024

ImageNet Consulting Master Services Agreement

Hello and thank you for trusting ImageNet Consulting, LLC (“ImageNet,” “we,” “us,” or “our”) to provide you with professional information technology services. This Master Services Agreement (this “Agreement”) governs our business relationship with you, so please read this document carefully and keep a copy for your records.

SCOPE

- a) **Context.** Throughout this Agreement, references to “Client,” “you,” or “your” mean the entity who has accepted a quote, proposal, service order, or similar document (electronic or otherwise) from ImageNet. (In this Agreement we refer collectively to these type of documents as a “Quote,” although the actual title(s) or caption(s) of the service-related document might vary.)
- b) **Scope of Services.** This is a “master” agreement and, as such, specific services are not listed in this Agreement. Instead, any services to be provided to you or facilitated for you (as applicable) will be described in a Quote (collectively, “Services”). The scope of our engagement with you is limited to those services expressly listed in a Quote; all other services, projects, and related matters are out-of-scope and will not be provided to you unless we expressly agree to do so in writing (collectively, “Out of Scope Services”). In addition to a Quote, the Services are also defined, clarified, and governed under an additional document that we will refer to in this Agreement as a “Services Guide.” Our Services Guide is akin to a “user manual” that provides important and binding details about the Services, for example, (i) how the Services are provided/delivered, (ii) service levels applicable to the Services, (iii) additional payment terms/obligations, and (iv) auto-renewal terms for the Services. **Please read both the Quote and the Services Guide before accepting the Quote.** If you have any questions about either of those documents or this Agreement, please do not sign the Quote and, instead, contact us for more information.
- c) **Version.** Each Quote will be governed under the version of this Agreement that is in place as of the date that the Quote is accepted by you. Please check the “last updated” date indicated at the bottom of this document and make a note of the date indicated below when you accept a Quote.
- d) **Conflicts.** The provisions of a Quote govern over conflicting or different terms contained in this Agreement and the Services Guide—this allows us to craft solutions to meet your needs by making applicable changes in the Quote. Conflicting language between the Services Guide and this Agreement will be interpreted in favor of the Services Guide.
- e) **Third Party Providers/Services.** Some services may be provided to you directly by our personnel, such as situations in which our personnel install software agents on managed devices or physically install equipment at your premises. These services are distinguishable from services that are provided to you or us by third party providers, who are often referred to in the industry as “upstream providers.” (In this Agreement, we refer to upstream providers as “Third Party Providers” and the services that are provided by Third Party Providers are referred to as “Third Party Services”). By way of example, Third Party Services may include help desk services, malware detection and remediation services, firewall and endpoint security-related services, backup and disaster recovery solutions, and the provision of software used to monitor the managed portions of your network, among others.
 - i. **Selection.** As your managed information technology provider, we will select the Third Party Providers that provide services appropriate for your managed information technology environment (the “Environment”) and facilitate the provision of Third Party Services to you. Not all Third Party Services will be expressly identified as being provided by a Third Party Provider, and we reserve the right to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services that we are obligated to provide to you under a Quote.
 - ii. **Reseller.** We are resellers of the Third Party Services and do not provide those services to you directly. For this reason, we are not and cannot be responsible for any defect, omission, or failure of any Third Party Service, or any failure of any Third Party Provider to provide its services to you or to us. Third Party Services are provided on an “as is” basis only. If an issue requiring remediation arises with a Third Party Service, then we will endeavor to provide a reasonable workaround or, if available, a “temporary fix” for the situation; however, we do not warrant or guarantee that any particular workaround or fix will be available or achieve any particular result, or that Third Party Services will run in an uninterrupted or error-free manner.
 - iii. **Price Increases.** We reserve the right to pass through to you any increases in the costs and/or fees charged by Third Party Providers for the Third Party Services (“Pass Through Increases”). Since we do not control Third Party Providers, we cannot predict whether such price increases will occur, however, should they occur, we will endeavor to provide you with as much advance notice as reasonably possible.

IMPLEMENTATION

- a. **Advice; Instructions.** From time to time, we may provide you with specific advice and directions related to the Services (“Advice”). For example, our Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or requesting that you refrain from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our Advice which, depending on the situation, may require you to make additional purchases or investments in the **Environment** at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our reasonable discretion, your failure to follow our Advice makes part or all of the Services economically or technically unreasonable or impracticable to provide, then we may terminate the applicable Services For Cause (explained below) by providing notice of termination to you or, alternatively, we may adjust the scope of the Quote to exclude any impacted or affected portion of the Environment. Unless specifically and expressly stated in writing by us (such as in a Quote), any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the **Environment** up to or maintain the Minimum Requirements (defined below), are out-of-scope.
- i. Co-Management. *In co-managed situations (e.g., where you have designated other vendors or personnel, or “Co-Managed Providers,” to provide you with services that overlap or conflict with the Services provided or facilitated by us), we will endeavor to implement the Services in an efficient and effective manner; however, (a) we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (b) in the event that a Co-Managed Provider’s determination on an issue differs from our position on a Service-related matter, we will yield to the Co-Managed Provider’s determination and bring that situation to your attention.*
 - ii. Prioritization. All Services will be implemented and/or facilitated (as applicable) on a schedule, and in a prioritized manner, as we determine reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates we state to you depending on the Services being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.
 - iii. Modifications. **To avoid a delay or negative impact on the Services, we strongly recommend that you refrain from modifying or moving the Environment, or installing software in the Environment, unless we expressly authorize such activity. In all situations (including those in which we are co-managing an Environment as described above), we will not be responsible for changes to the Environment that are not authorized by us or any issues or errors that arise from those changes.**
- b) **Third Party Support.** If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process (“OEM Fees”). If OEM Fees are anticipated in advance, we will endeavor to obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise. We do not warrant or guarantee that the payment of OEM Fees will resolve any particular problem or issue, it being understood that the resolution process can sometimes require the payment of OEM Fees in order to narrow (or potentially eliminate) potential issues.
- c) **Authorized Contact(s).** We will be entitled to rely on any directions or consent provided by your personnel or representatives who you designate to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable Quote or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. Changes to your Authorized Contact must be handled through our ticketing system and will be implemented within two (2) business days after the first business day on which we receive your change request. We reserve the right but not the obligation to delay the Services until we can confirm the Authorized Contact’s authority within your organization.
- d) **Access.** You hereby grant to **us and our** designated Third Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or those providers, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including

software licenses), permits or other permissions necessary for **ImageNet** or applicable Third Party Providers to provide the Services to you. Proper and safe environmental conditions must be always provided and assured by you. **ImageNet** shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

- e) **Ongoing Requirements.** Everything in the Environment must be genuine and licensed—including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. If we require certain minimum hardware or software requirements (“Minimum Requirements”), you agree to implement and maintain those Minimum Requirements as an ongoing requirement of us providing or facilitating the Services to you.
- f) **Response.** Our response to issues relating to the Services will be handled in accordance with the provisions of the Quote or, if applicable, Services Guide. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Scheduled Down Time, Client-Side Downtime, Vendor-Side Downtime (all defined below). or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.
 - i. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM Central Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
 - ii. Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions (“Client-Side Downtime”). Client-Side Downtime includes, but is not limited to, any period of time during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).
 - iii. Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or “upstream” service or product vendors.
 - iv. Transition Exception. You acknowledge and agree that for the first forty-five (45) days following the commencement date of any Service, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments provided to you will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the “Transition Exception”).

FEES; PAYMENT

- a) **Fees.** You agree to pay the fees, costs, and expenses charged by us for the Services as described in each Quote and Services Guide. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
- b) **Schedule of Payments.** We require automatic payment for all invoiced fees via ACH or by your credit card number that we keep on file. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.
 - i) ACH. When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account for any payments due under the Quote. This authorization will continue until otherwise terminated in writing by you. We will apply a \$20.00 service charge (or the maximum amount permitted by law, whichever is less) to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank’s electronic draft restrictions.
 - ii) Credit Card. When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you in our payment portal, for any payments due under the Quote. For each credit card transaction, we reserve the right to add a convenience fee to the applicable invoice which will not exceed the actual costs we incur to accept your credit card.
- c) **Minimum Monthly Fees.** The initial Fees indicated in Quote are the minimum monthly fees (“MMF”) that will be charged to you during the term. You agree that the amounts paid by you under the Quote will not drop below the MMF regardless of the number of users or devices to which the Services are directed or applied, unless we agree to the reduction. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable)

must be in writing and accepted by both parties.

- d) **Nonpayment.** Fees that remain unpaid for more than fifteen (15) days when due will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely paid. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within forty-five (45) days from the date on the applicable invoice; otherwise, you waive your right to dispute the fee thereafter. We reserve the right to charge a reasonable reconnect fee (of no more than 10% of your monthly recurring fees) if we suspend the Services due to your nonpayment.
- e) **Increases.** We reserve the right to increase our monthly recurring fees by reflecting the increase on your monthly invoices; provided, however, if a single increase in a calendar year or all such increases, in the aggregate, in a calendar year is/are more than five percent (5%) of the fees charged for the same Services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate the Services by providing us with written notice of termination (“Termination Option Period”). If you timely terminate the Services during the Termination Option Period, you will be responsible for the payment of all fees that accrue up to the termination date and all pre-approved, non-mitigatable expenses that we incurred in our provision of the Services through the date of termination (such as “per seat licensing costs”, as discussed below). Your continued acceptance or use of the Services after the Termination Option Period will indicate your acceptance of the increased fees. Pass Through Increases (described in the “Scope” section, above) are independent of any increases to our monthly recurring fees and will not be included in the five percent calculation described in this paragraph.
- f) **Expenses.** Any costs or expenses that we incur while providing the Services during a national, state, or local emergency or during a period in which there are fuel, manpower, or other national or local shortages (“State of Emergency”) will be invoiced and payable by you. By way of example, such expenses may include incremental increases in the cost of gasoline or electrical power, or the purchase of health or safety equipment reasonably necessary to provide the Services to you.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

- a) **Hardware / Software Purchases.** All equipment, machines, hardware, software, peripherals, or accessories purchased through **ImageNet** (“Third Party Products”) are generally nonrefundable once the item is obtained from **ImageNet**’s third party provider or reseller. If you desire to return a Third Party Product, then the third party provider’s or reseller’s return policies will apply. We do not guarantee that Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided, and you agree to be responsible for paying all re-stocking or return-related fees charged by the third party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality, or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime, or usefulness of any Third Party Products. You will be responsible for all fees and costs (if any) charged for warranty-related service. All Third Party Products are provided “as is” and without any warranty whatsoever as between **ImageNet** and you (including but not limited to implied warranties).
- b) **Liability Limitations.** **This paragraph limits the liabilities arising from the Services and is a bargained-for and material part of our business relationship with you.** You acknowledge and agree that **ImageNet** would not provide any Services, or enter into any Quote or this Agreement, unless **ImageNet** could rely on the limitations described in this paragraph. In no event will either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to **ImageNet**), savings, or other indirect or contingent event-based economic loss arising out of or in connection with the Services, this Agreement, any Quote, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any Quote, even if a party has been advised of the possibility of such damages; however, reasonable attorneys’ fees awarded to a prevailing party (as described below), your indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party’s (“Responsible Party’s”) aggregate liability to the other party (“Aggrieved Party”) for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, “Claims”), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party’s actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to **ImageNet** for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued or \$25,000, whichever is greater. The foregoing limitations shall apply even if the remedies listed in this Agreement fail of their essential purpose; however, the limitations shall not apply to the extent that the Claims are caused by a Responsible Party’s willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party’s liability obligation shall

be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims. Under no circumstances shall ImageNet have any liability for any claims or causes of action arising from or related to Out of Scope Services.

- c) **Waiver of Liability for Admin/Root Access.** We strongly suggest that you refrain from providing administrative (or "root") access to the Environment to any party other than ImageNet, as such access by any person other than an ImageNet employee could make the Environment susceptible to serious security and operational issues caused by, among other things, human error, hardware/software incompatibility, malware/virus attacks, and related occurrences. If you request or require us to provide any non-ImageNet personnel (*i.e.*, non-ImageNet employees, such as in a co-managed situation) with administrative or "root" access to any portion of the Environment, then you hereby agree to indemnify and hold us harmless from and against any and all Environment-related issues, downtime, exploitations, and/or vulnerabilities, as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action (collectively "Claims") arising from or related to any activities that occur, may occur, or were likely to have occurred in or through the Environment at an administrative or root level, as well as any issues, downtime, exploitations, vulnerabilities, or Claims that can reasonably be traced back or connected to activities occurring at the administrative or root level ("Activities") in the Environment provided, of course, that such Activities were not performed or authorized in writing by ImageNet. ImageNet's business records shall be final and determinative proof of whether any Activities were performed or authorized in writing by ImageNet.
- d) **Waiver of Liability for Legacy Devices.** As used herein, "Legacy Device" means a piece of equipment, device, hardware, or software that is outdated, obsolete, incompatible with industry-standards, and/or no longer supported by its original manufacturer. Legacy Devices may cause vulnerabilities in your network, or they may fail from time to time or cause other parts or processes of the Environment to operate improperly or (in some cases) fail. If a Legacy Device must remain in the Environment, or if we agree to allow a Legacy Device to operate within the Environment, or if you decline to promptly replace a Legacy Device when we request you to do so, then you understand and agree that (i) neither we nor any Third Party Provider will be responsible for the remediation of issues arising from or related to the existence or use of the Legacy Device in the Environment, and (ii) we and our Third Party Providers will be held harmless from and against all issues, claims, and causes of action arising from or related to the existence or use of the Legacy Device in the Environment. We strongly advise you to review your company's insurance policies to determine the extent to which the existence of Legacy Devices in the Environment would create an exclusion of insurance coverage in the event of a security-related incident.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

TERM; TERMINATION

There are several dates of which you should be aware, including the effective/termination dates of this Agreement and the effective/termination dates of the Services under a Quote. Each Quote will have its own term and will be terminated only as provided in this Agreement or as provided in the Quote or Services Guide.

- a) **This Agreement.** This Agreement applies to all Services and is effective as of the date on which we provide a Service to you or on the date on which you accept a Quote, whichever is earlier ("Effective Date"). This Agreement will terminate automatically (i) if you or we terminate this Agreement For Cause (described below), or (ii) six (6) months after the last date on which we provide any Service to you. Upon the termination of this Agreement, all Services will immediately and permanently cease; however, the termination of this Agreement shall not change or eliminate any fees that accrued and/or were payable to us prior to the date of termination, all of which shall be paid by you. **Please note, this Agreement shall not be terminated by either party without cause if Services are in progress under a Quote.**
- b) **Quotes.** The term of the Services will be as indicated in the applicable Quote and Services Guide. The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. **Please note, a Quote and/or Services Guide may provide for auto-renewal of the Services; please review your documents carefully.**
- c) **Termination Without Cause.** Unless otherwise indicated in the Quote or otherwise permitted under this Agreement, no

party will terminate this Agreement without cause if, on the date of termination, Services are in progress. In addition, no party will terminate a Quote without cause prior to the Quote's natural (*i.e.*, specified) expiration or termination date. (By way of example: If a Quote provides for an annual service, then the Services under that Quote cannot be terminated without cause prior to the expiration of one year). If you terminate the Services under a Quote without cause and without **ImageNet's** consent, then you agree to be responsible for paying the termination fee described in the "Termination for Cause" section, below.

- d) **Termination For Cause.** In the event that one party (a "Defaulting Party") commits a material breach under a Quote, Services Guide, or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately the Services under the relevant Quote (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party.
- i) Remedies for Early Termination. If **ImageNet** terminates this Agreement or any Quote For Cause, or if you terminate any Services under a Quote without cause prior to such Quote's expiration date, then **ImageNet** shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to **ImageNet** had this Agreement or Quote (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"). If you terminate this Agreement or a Quote For Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination, and nothing more.
 - ii) Service Tickets. Given the vast number of interactions between hardware, software, wireless, and cloud-based solutions, a managed network may occasionally experience disruptions and/or downtime due to, among other things, hardware/software conflicts, communication-related issues, obsolete equipment, and/or user error ("Conflicts"). We cannot and do not guarantee that such Conflicts will not occur, and you understand and agree that the number of service tickets submitted by you is not, by itself, an indication of default by ImageNet.
- e) **Client Activity as a Basis for Termination.** If you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then in addition to **ImageNet's** other rights under this Agreement, **ImageNet** will have the right upon providing you with ten (10) days prior written notice, to terminate this Agreement or the applicable Quote For Cause.
- f) **Consent.** You and we may mutually consent, in writing, to terminate a Quote or this Agreement at any time.
- g) **Equipment / Software Removal.** Upon termination of this Agreement or applicable Quote for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which **ImageNet** Equipment is located to enable us to remove all **ImageNet** Equipment from the premises. If you fail or refuse to grant **ImageNet** access as described herein, or if any of the **ImageNet** Equipment is missing, broken or damaged (normal wear and tear excepted) or any of **ImageNet**-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.
- h) **Transition; Deletion of Data.** If you request our assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to **ImageNet** providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. **Unless otherwise expressly stated in a Quote or Services Guide or prohibited by applicable law, we will have no obligation to store or maintain any Client data in our possession or control following the termination of this Agreement or the applicable Services.**

CONFIDENTIALITY

- a) **Defined.** For the purposes of this Agreement, Confidential Information means all non-public information provided by one party ("Discloser") to the other party ("Recipient"), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of **the Recipient**, (ii) was developed independently by **the Recipient**, or (iii) is or was lawfully and independently provided to **the Recipient** prior to disclosure by the Discloser, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) **Use.** The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as

- needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.
- c) **Due Care.** The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
 - d) **Compelled Disclosure.** If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, that Recipient will immediately notify the Discloser in writing of such requirement so that **the Recipient** may seek a protective order or other appropriate remedy and/or waive the Discloser's compliance with the provisions of this Section. **The Recipient** will use its best efforts, as directed by the Discloser and at the Discloser's expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that **the Recipient** has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.
 - e) **Additional NDA.** In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an "NDA") for the protection of a third party's Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned by such party ("Intellectual Property"), and nothing in this Agreement, any Quote, or a Services Guide conveys or grants any ownership rights or goodwill in one party's Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for third party software, then you understand and agree that such software is licensed, and not sold, to you, and your use of that software is subject to the terms and conditions of (i) this Agreement, (ii) the applicable Quote, (iii) written directions supplied to you by us, and (iv) any applicable EULA; no other uses of such third party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed or implied, with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

ARBITRATION

Except for undisputed collections actions to recover fees due to us ("Collections"), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of our office, then by any arbitration forum as determined by us, pursuant to the selected forum's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. **The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator.** The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

MISCELLANEOUS

- a) **Changes to Services Guide.** Services we provide and/or facilitate may be further described and governed under our Services Guide (described above). We reserve the right, and you hereby agree that we are permitted, to modify our Services Guide (and the Services themselves) from time to time, in our discretion, to accommodate changes in the industry and relevant services required under a Quote. **If the changes materially and negatively impact an applicable Service, then you will be notified of those changes (if any) by email.**
- b) **End User Agreements.** Portions of the Services may require you to accept the terms of one or more third party end user license agreements (EULAs), third party customer agreements, and/or third party subscription agreements (collectively, "End User Agreements"). **If the acceptance of an End User Agreement is required for you to receive any Services, then you hereby grant us permission to accept the applicable agreement(s) on your behalf.** You may request a list of all End User Agreements into which we have entered on your behalf by sending your written request to us (email is

sufficient for this purpose). If an End User Agreement deviates materially from industry-standards (*i.e.*, contains terms that are different than those generally offered by similarly situated companies to end users on an industry-wide basis), then we will bring that situation to your attention. End User Agreements may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. **You agree to be bound by the terms of all applicable End User Agreements.** If, while providing the Services, you or we are required to comply with an End User Agreement and that agreement is modified or amended, we reserve the right to modify or amend any applicable Quote with you to ensure your and our continued compliance with the terms of the applicable End User Agreement.

- c) **BYOD.** You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, “Devices”), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in writing by us, Devices managed under a Quote will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us (“Unknown Devices”).** We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.
- d) **Equipment.** *The information on equipment returned to us at the end of the Services will be deleted; however, we cannot and do not guarantee that deleted information will be rendered irrecoverable under all circumstances. For that reason, we strongly recommend that you permanently delete any personal, confidential, and/or highly-sensitive information from such equipment before returning that equipment to us.*
- e) **Compliance.** Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client’s business or operations. Depending on the Services provided, the Services may aid Client’s efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.
- f) **Disclosure.** You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.
- g) **No Fiduciary.** The scope of our relationship with you is limited to the specific Services provided to you; no other relationship, fiduciary or otherwise, exists or will exist between us. If, by operation of law, a fiduciary relationship is imposed or presumed for out-of-scope services, you hereby waive that relationship and any fiduciary obligations thereunder.
- h) **Virtual Security.** You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware (“Impacted Data”) will be recoverable. Unless otherwise expressly stated in a Quote, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in a Quote or Services Guide, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. **You are strongly advised to (i) educate your employees to properly identify and react to “phishing” activity (*i.e.*, fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a “best practice” scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**
- i) **Physical Security.** You agree to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures must include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.
- j) **Updates.** Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you as part of the Services, we will implement and follow the manufacturers’ recommendations

for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, (iii) we will not be responsible for the remediation of any device or software that is rendered inoperable or non-functional due to the Update, and (iv) we reserve the right, but not the obligation, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

- k) **No Poaching.** Each party (a “Restricted Party”) acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party’s employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party’s employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.
- l) **Collections.** If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys’ fees and costs.
- m) **Assignment.** Neither this Agreement nor any Quote may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the managed services portion of our business or the sale of substantially all of the assets of our business generally, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that the assignee expressly assumes our obligations hereunder.
- n) **Amendment.** This Agreement and any Quote may be amended only by a written document (email or similar electronic documents are sufficient for this purpose) that is initiated by us, and that specifically refers to this Agreement or the Quote being amended and is affirmatively accepted in writing (email or electronic signature is acceptable) by you.
- o) **Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- p) **Severability.** If any provision in this Agreement, any Quote, or the Services Guide is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.
- q) **Other Terms.** We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- r) **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an agreement to waive such terms with respect to any other occurrences.
- s) **Merger.** This Agreement coupled with the Quote and the Services Guide sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents’ or employees’ representations, promises or inducements unless they are explicitly set forth in this Agreement or in a Quote or Services Guide. **Our website and marketing materials are provided to you for illustrative or educational purposes only and are not intended (and will not be interpreted as) creating additional duties, requirements, service levels, or promises or guarantees of specific services or specific service results.**
- t) **Force Majeure.** Neither party will be liable to the other party for delays or failures to perform its obligations because of circumstances beyond such party’s reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural

disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

- u) **Survival.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- v) **Governing Law; Venue.** This Agreement will be governed by, and construed according to, the laws of the state of Oklahoma. You hereby irrevocably consent to the exclusive jurisdiction and venue of Oklahoma County, Oklahoma, for all non-arbitrable claims and causes of action with us that arise from or relate to this Agreement.
- w) **No Third Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- x) **Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.
- y) **Notices; Writing Requirement.** Where notice is required to be provided to a party under this Agreement, such notice may be sent by postal mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in postal mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx, DHL, or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if the message is sent to the last known email address of the recipient or such other email address that is expressly designated by the recipient for the receipt of legal notices. All electronic documents and communications between the parties, including email, will satisfy any “writing” requirement under this Agreement.
- z) **Independent Contractor. ImageNet** is an independent contractor, and is not your employer, employee, partner, or affiliate.
- aa) **Contractors.** Should we elect to use contractors to provide onsite services to you (such as the installation of equipment or the installation of software on local devices), we will guarantee that work as if we performed that work ourselves. For the purposes of clarity, you understand and agree that Third Party Services are resold to you and, therefore, are not contracted or subcontracted services; and Third Party Providers are not our contractors or subcontractors.
- bb) **Data & Service Access.** *Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.*
- cc) **“Per Seat” Licensing Fees.** *The Services may require us to purchase certain “per seat” licenses from Third Party Providers (such as, for example, Microsoft which sells per seat licenses under its “New Commerce Experience” licensing model). Unless otherwise expressly stated in a Quote, per seat licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. If we purchase per seat licenses for you, then those licenses will require a definite term—such as a one (1) or three (3) year term—which may be paid annually or monthly but, in all cases, must be paid in full by you; please see your Quote for details. For that reason, you understand and agree that regardless of the reason for termination of the Services, you are required to pay for all applicable per seat licenses in full for the entire term of those licenses. Provided that you have paid for those licenses in full, you will be permitted to use the licenses until they expire, even if you move to a different managed service provider.*
- dd) **Counterparts.** The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

Service Statement

This Service Statement contains provisions that define, clarify, and govern the services described in the quote provided to you (the "Quote"). If you do not agree with the terms of this Service Statement, you should not sign the Quote and you must contact us for more information.

This Service Statement is our “owner’s manual” that generally describes all managed services provided or facilitated by ImageNet Consulting, LLC (“ImageNet”); however, only those services specifically described in the Quote will be facilitated and/or provided to you (collectively, the “Services”). Activities or items that are not specifically described in the Quote will be out of scope and will not be included unless otherwise agreed to by us in writing.

This Service Statement contains important provisions pertaining to the auto-renewal of the Services your Quote, as well as fee increases that may occur from time-to-time. Please read this Service Statement carefully and keep a copy for your records.

Onboarding Services

If onboarding services are provided under the Quote, then the following services may be provided to you.

- Uninstall any monitoring tools or other software installed by previous IT consultants.
- Compile a full inventory of all protected servers, workstations, and laptops.
- Uninstall any previous antivirus protection and install our threat detection and response solution.
- Install remote support access application on each managed device to enable remote support.
- Configure patch management application and check for missing security updates.
- Uninstall unsafe applications or applications that are no longer necessary.
- Optimize device performance including disk cleanup, antivirus, and spyware scans.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all devices.
- Stabilize network and assure that all devices can securely access servers, if applicable.
- Review and document current server configuration and status.
- Determine existing backup strategy and status; prepare backup options for consideration.
- Review password policies and update user and device passwords.
- As applicable, make recommendations for changes that should be considered to the managed environment.

The foregoing list is subject to change if we determine, in our discretion, that different or additional onboarding activities are required.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of our monthly managed services. Please note, unless otherwise expressly stated in the Quote, onboarding-related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

Onboarding services are considered a professional services project and may begin earlier than the commencement of ongoing/recurring services. Onboarding may involve a coordinated handoff of responsibilities and information from a previous service provider. Timely communication and cooperation are essential to a smooth transition. **Any delays or interruptions to the onboarding services may negatively impact our ability to provide certain ongoing/recurring services.**

Ongoing / Recurring Services

Ongoing/recurring services are services that are provided to you on an ongoing basis and, unless otherwise indicated in a Quote, are billed to you monthly.

Managed Services

The following Services, if listed in the Quote, will be provided to you.

<u>SERVICES</u>	<u>GENERAL DESCRIPTION</u>
<p>Managed Workstation Managed Server Managed Virtual Server Managed VM Host</p>	<ul style="list-style-type: none"> • Configuration, monitoring, and preventative maintenance services provided for managed servers and workstations • Software agents installed in Covered Equipment (defined below) report status and events on a 24x7 basis; alerts are generated and responded to in accordance with the Service Levels described below. • Remote support provided during normal business hours for managed devices and covered software • Tiered-level support provides a smooth escalation process and helps to ensure effective solutions. • If remote efforts are unsuccessful then ImageNet will dispatch a technician to the Client’s premises to resolve covered incidents (timing of onsite support is subject to technician availability and scheduling) • Deploy updates (e.g., x.1 to x.2), as well as bug fixes, minor enhancements, and security updates as deemed necessary on all managed hardware. • Perform minor hardware and software installations and upgrades of managed hardware. • Perform minor installations (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete). • Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable managed hardware.
<p>Managed Network</p>	<ul style="list-style-type: none"> • Management and troubleshooting of network devices, including Firewall, Switches, Printers, and WiFi Access Points. • Troubleshoot and diagnose network connectivity of devices belonging to users whose computers are covered under our agreement. • Troubleshoot printer connectivity, install printer drivers, and verify functionality. If problems with printer hardware or configuration are evident, we will defer repairs to your printer vendor and coordinate with them if necessary.
<p>Managed Backups</p>	

<p>Managed BDR Server/Appliance</p>	<ul style="list-style-type: none"> • Monitoring of backup systems • Troubleshooting and remediation of failed backup disks • Preventive maintenance and management of backup software • Firmware and software updates of backup appliance • Problem analysis by the network operations team <p><u>Backup Data Security:</u> All backed up data is encrypted in transit and at rest with 256-bit AES encryption.</p> <p><u>Backup Retention:</u> Backed up data will be retained according to your requirements to the extent feasible with your backup infrastructure capacity. It is your responsibility to inform us of any regulatory requirements for data retention that apply to your data, and work with us to ensure you have purchased sufficient backup storage capacity to meet those requirements.</p> <p><u>Backup Alerts:</u> Managed servers will be configured to inform us of any backup failures.</p> <p><u>Recovery of Data:</u> If you need to recover any of your backed up data, then the following procedures will apply:</p> <ul style="list-style-type: none"> • <u>Request Method.</u> Requests to restore backed up data should be made through opening a support ticket via one of the following methods: <ul style="list-style-type: none"> ○ Email: mitsupport@imagenet.com ○ Chat Support (If applicable) ○ Telephone: 844-606-2600 • <u>Restoration Time:</u> We will endeavor to restore backed up data as quickly as possible following our receipt of a request to do so; however, in all cases data restoration services are subject to technician availability. Generally, we can restore between 0 and 100MB of data within 4 hours of your request, and 100 MB to 500 MB within 8 hours of your request. Data restoration exceeding 500 MB will be handled in accordance with technician availability.
<p>Firewall Solution</p>	<ul style="list-style-type: none"> • Provide a firewall/security appliance configured for your organization’s specific bandwidth, remote access, and user needs. • Helps to prevent hackers from accessing internal network(s) from outside the network(s), while providing secure and encrypted remote network access; provides antivirus scanning for all traffic entering and leaving the managed network; provides website content filtering functionality.
<p>End Point Malware Protection</p>	<ul style="list-style-type: none"> • Utilizes artificial intelligence and machine learning to provide a comprehensive and adaptive protection paradigm in the managed environment. • Detects unauthorized behaviors of users, applications, or network servers. • Blocks suspicious actions before execution. • Analyzes suspicious app activity in isolated sandboxes. • Antivirus and malware protection for managed devices such as laptops, desktops, and servers. • Protects against file-based and fileless scripts, as well as malicious JavaScript, VBScript, PowerShell, macros and more. • Allows whitelisting for legitimate scripts. • Allows for blocking of unwanted web content. • Detects advanced phishing attacks. • Detects / prevents content from IP addresses with low reputation.

<p>Email Threat Protection</p>	<ul style="list-style-type: none"> • Managed email protection from phishing, business email compromise (BEC), SPAM, and email-based malware. • Friendly Name filters to protect against social engineering impersonation attacks on managed devices. • Protection against social engineering attacks like whaling, CEO fraud, business email compromise or W-2 fraud. • Protects against newly registered and newly observed domains to catch the first email from a newly registered domain. • Protects against display name spoofing. • Protects against “looks like” and “sounds like” versions of domain names.
<p>End User Security Awareness Training</p>	<ul style="list-style-type: none"> • Online, on-demand training videos. • Online, on-demand quizzes to verify employee retention of training content. • Baseline testing to assess the phish-prone percentage of users; simulated phishing email campaigns designed to educate employees about security threats.
<p>Multifactor Authentication</p>	<ul style="list-style-type: none"> • Advanced multifactor authentication with advanced admin features. • Secures on-premises and cloud-based applications. • Permits custom access policies based on role, device, location.
<p>Password Manager</p>	<ul style="list-style-type: none"> • <u>Password Vault</u>: Securely store and organize passwords in a secure digital location accessed through your browser or an app. • <u>Password Generation</u>: Generate secure passwords with editable options to meet specific criteria. • <u>Financial Information Vault</u>: Securely store and organize financial information such as bank accounts and credit card information in a secure digital location accessed through your browser or an app. • <u>Contact Information Vault</u>: Store private addresses and personal contact information within your vault accessed through your browser or an app. • <u>Browser App</u>: Browser extension permits easy access to all of your information including the vaults, financial information, contact information, and single sign-on through the app. • <u>Smart-Phone App</u>: Mobile phone app enables access to your vault and stored information on your mobile device.
<p>Labor for New / Replacement Workstations</p>	<p>Includes allowance for labor charges for setup of new workstations, or replacement of existing workstations.</p> <ul style="list-style-type: none"> • Labor covers: <ul style="list-style-type: none"> ○ New computers / additional computers added during the term of the Quote; ○ Replacement of existing computers that are four (4) or more years old (as determined by the manufacturer’s serial number records); ○ Replacement of existing computers that lost/stolen or irreparably damaged and/or out of warranty but not yet four years old; ○ Operating systems upgrades – subject to hardware compatibility. <p>The following restrictions apply:</p> <ul style="list-style-type: none"> • Labor coverage for upgrades or installs of new or replacement computers

	<p>are limited to 25% of Client’s covered workstations per year unless otherwise approved in advance by ImageNet;</p> <ul style="list-style-type: none"> • This service is not available for used or remanufactured computers; and, • This service does not cover “cascade upgrades”, or “hand-me-down replacements”, such as situations in which old devices are replaced with other old/used devices. Only newly purchased computers will be covered for setup. • New/replacement computers must be business-grade machines (such as Dell, HP, Lenovo) purchased or leased through ImageNet.
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Covered Equipment / Hardware / Software

Managed Services will be applied to the equipment listed in the Quote (“Covered Hardware”) and, in all cases, only devices that we can monitor using our monitoring software and agents.

We will provide support for any software applications that are licensed through us. Such software (“Supported Software”) will be supported on a “best efforts” basis only, and any support required beyond Level 2-type support will be facilitated with the applicable software vendor/producer. Coverage for non-Supported Software is outside of the scope of this SOW and if we agree to provide support for non-Supported Software, it will be provided to you on a time and materials basis with no guarantee of remediation. Should our technicians provide you with advice concerning non-Supported Software, the provision of that advice should be viewed as an accommodation, not an ongoing obligation, to you.

Physical Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned to the issue (below) and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at Client’s primary office location listed in the Quote. Additional fees may apply for onsite visits: Please review the Service Level section below for more details.

Term; Termination

The Services will commence, and billing will begin, on the date indicated in the Quote (“Commencement Date”) and will continue through the initial term listed in the Quote (“Initial Term”). We reserve the right to delay the Commencement Date until all onboarding/transition services (if any) are completed, and all deficiencies / revisions identified in the onboarding process (if any) are addressed or remediated to ImageNet’s satisfaction.

The Services will continue through the Initial Term until terminated as provided in the Agreement, the Quote, or as indicated in this section (the “Service Term”).

Auto-Renewal. After the expiration of the initial Service Term, the Service Term will automatically renew for contiguous terms equal to the initial Service Term unless either party notifies the other of its

intention to not renew the Services no less than thirty (30) days before the end of the then-current Service Term.

Offboarding. Upon notice of termination of services, ImageNet will confirm with Client a date on which all services provided to the Client will end (the "Termination Date"). All credentials and non-proprietary documentation for Client's administrative access for all managed systems will be provided via secure means to the Client's authorized representative or the person or persons Client designates in writing at least one (1) week prior to the agreed Termination Date. On the Termination Date, ImageNet will remove all provided software and management agents by automated means from all endpoints. ImageNet has the right to delete any offsite backups managed by ImageNet thirty (30) days after the Termination Date. ImageNet is not responsible for validating all credentials before handover and cannot guarantee accuracy of all data. ImageNet will make reasonable efforts to assist the incoming provider with gaining access to systems prior to the Termination Date. If requested, ImageNet may continue to assist after the Termination Date at our discretion, billable at current hourly rates.

Per Seat Licensing: Regardless of the reason for the termination of the Services, you will be required to pay for all per seat licenses (such as, if applicable, Microsoft NCE licenses) that we acquire on your behalf. Please see "Per Seat License Fees" in the Fees section below for more details.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- At Client's cost, Client must supply ImageNet with a license for Microsoft 365 (or a license for Google Workspace user, as applicable) for security, management, communication, and/or testing purposes.
- Server hardware must be under current warranty coverage.
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software and have all the latest Microsoft service packs and critical updates installed.
- All software must be genuine, licensed and vendor-supported.
- Server file systems and email systems (if applicable) must be protected by licensed and up-to-date virus protection software.
- The Environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device, allowing VPN/RDP control access.
- All servers and network infrastructure must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup devices. We do not guarantee the integrity of the backups or the data stored on the backup devices. Server restoration will be to the point of the last successful backup.

- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring the Environment up to these minimum standards are not included in this Service Statement.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment, or device on to the firewall, server, or NAS appliances (other than electronic data) unless expressly approved in writing by us.

Exclusions. Services that are not expressly described in the Quote will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by ImageNet. Without limiting the foregoing, the following services are expressly excluded, and if required to be performed, must be agreed upon by ImageNet in writing:

- Customization of third party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in “Scope of Services” above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; response, repair, and/or remediation services (as applicable) will be provided only during business hours unless otherwise specifically stated in the Quote. We will respond to problems, errors, or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by ImageNet in our discretion after consulting with the Client. All remediation services will initially be attempted remotely; ImageNet will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

	Response Time ¹	Normal Business Hours Monday – Friday, 8 AM to 5 PM	Extended Hours ² Holidays, Non-Normal Business Hours
Chat	Live Chat	<p>A technician will respond, on average, in less than 5 minutes of initiating a chat session or phone call during ImageNet’s normal business hours.</p> <ul style="list-style-type: none"> ▪ For contact initiated during the normal business hours, a technician will begin working on the issue immediately subject to technician availability. ▪ If an issue is not resolved during normal 	<p>Remote helpdesk only. A technician will respond, on average, in less than 5 minutes of initiating a chat session or phone call any time, or day of week.</p> <ul style="list-style-type: none"> ▪ A technician will begin working on the issue immediately subject to technician availability. ▪ For non-critical issues where a person is required onsite, we will schedule an engineer for an onsite visit in accordance with the severity of the problem

		business hours, it will be logged and continued the following day.	and, at all times, subject to technician availability.
Phone	Live Answer	<ul style="list-style-type: none"> ▪ For contact initiated outside of normal business hours, a ticket will be logged, and work will begin on the next business day. ▪ For non-critical issues where a person is required onsite, we will schedule an engineer for an onsite visit in accordance with the severity of the problem and, at all times, subject to technician availability. 	
Email	4-24 Hours	<p>Email support is for non-critical requests.</p> <ul style="list-style-type: none"> ▪ Response time will vary from 4 hours to 24 hours depending on technician availability. <p>Examples of non-critical requests are:</p> <ul style="list-style-type: none"> ▪ Software installation ▪ Issues for which a workaround has been implemented ▪ Frequently asked questions (FAQ)-type requests ▪ Adding / Deleting users ▪ General consulting questions 	
<p>¹ Response time is calculated from the time that the request for help is received by us through our designated support channels. Requests received in any other manner may result in delayed or non-responses.</p> <p>² Extended Hours support is available 24/7 for remote helpdesk only. Escalated support during extended Hours is not included. If Escalated support during Extended Hours support is provided, Client will be billed for such support at one and one-half times (1.5x) our then-current hourly rates, with a minimum of one (1) hour. All partial hours after the first hour are billed in fifteen (15) minute increments, with partial increments billed to the next higher increment.</p>			

Fees

The fees for the Services will be as indicated in the Quote.

Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes. You and we can agree to modify the managed environment (such as the number of covered devices, authorized users, etc.) by mutual consent (email is sufficient for this purpose).

Appointment Cancellations. You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

Microsoft Licensing Fees. The Services may require that we purchase certain “per seat” licenses from Microsoft (which Microsoft refers to as New Commerce Experience or “NCE Licenses”) in order to provide you with one or more of the following applications: Microsoft 365, Dynamics 365, Windows 365, and Microsoft Power Platform (each, an “NCE Application”). Generally, we purchase NCE Licenses on a monthly basis for our customers in order to maintain flexibility with licensing changes; however, we may, from time to time, purchase NCE Licenses on a one or three year term basis. (Please see your Quote for details). **As per Microsoft’s requirements, NCE Licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. For that reason, you understand and agree that regardless of the reason for termination of the Services, you are required to pay for all applicable NCE Licenses in full for the entire term of those licenses.** Provided that you have paid for the NCE Licenses in full, you will be permitted to use those licenses until they expire, even if you move to a different managed service provider.

Additional Terms

Authenticity

Everything in the managed environment must be genuine and licensed, including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. All minimum hardware or software requirements as indicated in a Quote or this Services Statement (“Minimum Requirements”) must be implemented and maintained as an ongoing requirement of us providing the Services to you.

Monitoring Services; Alert Services

Unless otherwise indicated in the Quote, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by ImageNet, and Client shall not modify these levels without our prior written consent.

Remediation

Unless otherwise provided in the Quote, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Configuration of Third Party Services

Certain third party services provided to you under this Service Statement may provide you with administrative access through which you could modify the configurations, features, and/or functions (“Configurations”) of those services. However, any modifications of Configurations made by you without our knowledge or authorization could disrupt the Services and/or or cause a significant increase in the fees charged for those third party services. For that reason, we strongly advise you to refrain from changing the Configurations unless we authorize those changes. You will be responsible for paying any increased fees or costs arising from or related to changes to the Configurations.

Dark Web Monitoring

Our dark web monitoring services utilize the resources of third party solution providers. Dark web monitoring can be a highly effective tool to reduce the risk of certain types of cybercrime; however, we do not guarantee that the dark web monitoring service will detect all actual or potential uses of your designated credentials or information.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services and may impact the fees charged under the Quote. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Co-Managed Environment

In co-managed situations (e.g., where you have designated other vendors or personnel, or “Co-managed Providers,” to provide you with services that overlap or conflict with the Services provided by us), we will endeavor to implement the Services an efficient and effective manner; however, (a) we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (b) in the event that a Co-managed Provider’s determination on an issue differs from our position on a Service-related matter, we will yield to the Co-Managed Provider’s determination and bring that situation to your attention.

Anti-Virus; Anti-Malware; Endpoint Detection and Response

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. To improve security awareness, you agree that ImageNet or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in the Quote, the scope of the Services does not include the remediation and/or recovery from a Security Incident (defined below). Such services (“Incident Remediation Services”), if requested by you, will be provided on a time and materials basis under our

then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery or remediation will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. All Incident Remediation Services are provided on an “as is” basis with no warranty or guaranty of results. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client’s confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in the Quote, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Usage Policy

Our Fair Usage Policy (“FUP”) applies to all Services that are described or designated as “unlimited.” An “unlimited” service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote, all unlimited services are provided during our normal business hours only and are subject to our technicians’ availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (*e.g.*, requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Hosted Email

You are solely responsible for the proper use of any hosted email service provided to you (“Hosted Email”).

Hosted Email solutions are subject to acceptable use policies (“AUPs”), and your use of Hosted Email must comply with those AUPs. In all cases, you agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Hosted Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any

communication, or (iv) interferes or disrupts the services provided by ImageNet or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Hosted Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law. ImageNet reserves the right, but not the obligation, to suspend Client's access to the Hosted Email and/or all transactions occurring under Client's Hosted Email account(s) if ImageNet believes, in its discretion, that Client's email account(s) is/are being used in an improper or illegal manner.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Backup (BDR) Services

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither ImageNet nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. ImageNet cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that ImageNet shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all stored data to mitigate against the unintentional loss of data.**

Procurement

Equipment and software procured by ImageNet on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, ImageNet does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility

in the event that a return of the Procured Equipment is requested. ImageNet is not a warranty service or repair center. ImageNet will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that (i) the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which ImageNet will be held harmless, and (ii) ImageNet is not responsible for the quantity, condition, or timely delivery of the Procured Equipment once the equipment has been tendered to the designated shipping or delivery courier.

Business Review / IT Strategic Planning Meetings

We strongly suggest that you participate in business review/strategic planning meetings as may requested by us from time to time. These meetings are intended to educate you about recommended (and potentially crucial) modifications to your IT environment, as well as to discuss your company's present and future IT-related needs. These reviews can provide you with important insights and strategies to make your managed IT environment more efficient and secure. You understand that by suggesting a particular service or solution, we are not endorsing any specific manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. ImageNet will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship with Client. Under no circumstances shall Client list or place ImageNet or any ImageNet employee on Client's corporate records or accounts.

Sample Policies, Procedures.

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Vulnerability Assessment

You understand and agree that security devices, alarms, or other security measures, both physical and virtual, may be tripped or activated during the vulnerability assessment process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of vulnerability assessment services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some

alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for any claims, costs, fees or expenses arising or resulting from (i) any response to vulnerability assessment services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

No Third Party Scanning

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment (“Testing Activity”). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under the Quote, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

HaaS

You will use all ImageNet-hosted or ImageNet-supplied equipment and hardware (collectively, “Infrastructure”) for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or that is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure violates the terms of the Quote, this Service Statement, or the Agreement.

Obsolescence

If at any time any portion of the managed environment becomes outdated, obsolete, reaches the end of its useful life, or acquires “end of support” status from the applicable device’s or software’s manufacturer (“Obsolete Element”), then we may designate the device or software as “unsupported” or “non-standard” and require you to update the Obsolete Element within a reasonable time period. If you do not replace the Obsolete Element reasonably promptly, then in our discretion we may (i) continue to provide the Services to the Obsolete Element using our “best efforts” only with no warranty or requirement of remediation whatsoever regarding the operability or functionality of the Obsolete Element, or (ii) eliminate the Obsolete Element from the scope of the Services by providing written notice to you (email is sufficient for this purpose). In any event, we make no representation or warranty whatsoever regarding any Obsolete Element or the deployment, service level guarantees, or remediation activities for any Obsolete Element.

Hosting Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances, or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to ImageNet or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. ImageNet shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify ImageNet immediately to request the login information be reset or unauthorized access otherwise be prevented. ImageNet will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

Licenses

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of the Quote unless otherwise expressly stated therein.

MANAGED IT MASTER SERVICES AGREEMENT AMENDMENT

This MANAGED IT MASTER SERVICES AGREEMENT AMENDMENT ("Amendment") is entered into this __ day of _____, 2023, between City of Bethany ("Customer") with its principal place of business at 6700 NW 63rd Street, Bethany, OK, 73008, and ImageNet Consulting, LLC ("Vendor"), an Oklahoma limited liability company with its principal place of business at 913 North Broadway, Oklahoma City, OK, 73012. All capitalized undefined terms used in this Amendment (including without limitation the Statement of Purpose hereto) shall have the meanings assigned thereto in the Agreement (as applicable), as amended hereby.

STATEMENT OF PURPOSE

Customer and Vendor are parties to that certain Service Agreement dated __ day of _____, 2023 ("Agreement").

Customer and Vendor wish to amend the Agreement in certain respects as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties, intending to be legally bound, agree as follows:

1. "Indemnification" on page 5 of the Managed IT Master Services Agreement shall be removed in its entirety.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Amendment on the date first set forth above.

ImageNet Consulting, LLC

City of Bethany

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____



CITY OF BETHANY
OKLAHOMA

+ImageNet
Consulting

Request for Qualifications for Information Technology Support

March 2023

Response Provided By:

Reese Tipton, vCIO

rtipton@imagenet.com

844-606-2600

ImageNet Consulting

913 N Broadway, Oklahoma City, OK 73102



ImageNet Consulting

ImageNet was founded in 1956 and is Oklahoma City owned and headquartered with over 100 full time employees in OKC and over 400 companywide. ImageNet is led by CEO Pat Russell and provides effective support for its customers by continuously keeping up with today's technology and looking forward to the future. ImageNet Consulting is a vendor-agnostic provider of technology solutions with a manageability and scalability led focus. We understand of Total Cost of Ownership and always takes that into consideration when recommending and implementing technology solutions.

Managed IT Services

With the acquisition of The I.T. Guys in 2019, ImageNet Managed IT gained a team with a then 15-year track record of effectively supporting small businesses and municipalities. Our size and stability can give The City of Bethany the peace of mind that ImageNet Consulting will continue to invest the resources necessary to meet The City of Bethany's IT planning and support needs.

The Managed IT division is headed by President Ben Berghall and Vice President of Operations John Stringer. With ImageNet's Managed IT services you receive the benefit of working with vCIO (virtual Chief Information Officer) Reese Tipton, who is in turn assisted by an additional vCIO in Oklahoma City, remote vCIOs, admin and projects teams, support team, and our Managed IT CISO. Our support team consists of 6 technicians in Oklahoma City and additional remote technicians. See key personnel information on page 6.

Examples of ImageNet's Competencies in Information Technology

Past experience with municipalities:

- ImageNet Municipal, County, and Municipal-Adjacent Clients:
 - City of Bethany: March 2017 - Present
 - Over 2500 support, maintenance, and monitoring tickets (Jan 2020 – Dec 2022)
 - 96% positive customer satisfaction response (Jan 2020 – Dec 2022)
 - City of Pauls Valley: May 2015 - Present
 - Over 4000 support, maintenance, and monitoring tickets (Jan 2020 – Dec 2022)
 - 96% positive customer satisfaction response (Jan 2020 – Dec 2022)
 - Other Municipal and County:
 - Town of Hennessey: December 2017 – Present
 - Town of Warner: December 2017 – Present
 - Town of Kiefer: May 2017 – Present
 - Garvin County Sheriff's Office: January 2019 – Present
 - Garvin County 911: June 2021 – Present
 - Payne County Commissioner D2: May 2019 – Present
 - City of Choctaw: September 2018 – June 2022
 - Town of Valley Brook: October 2017 – June 2022
 - City of Mustang: April 2020 – June 2021



- Town of Calumet: November 2017 – November 2021
- Municipal Adjacent
 - Oklahoma Municipal League: June 2017 – Present
 - Crawford and Associates: June 2020 - Present

Communication with different levels of users:

- Reese Tipton, vCIO, meets with Leasa Furr, Lesa Lamar, Michael Vaughn, and other managers to respond to issues, plan for changes, assess risks, and budget for improvements. When necessary, Reese dives into issues with end-users to address complex issues and perform root cause analysis.
- ImageNet’s Managed IT Help Desk supports end-users on a day-to-day basis and additionally addresses complex issues and performs root cause analysis.

Solutions:

- ImageNet is proficient with Microsoft Server, Microsoft 365, Microsoft Azure, Google Workspace, VMware, Dell, HP, Mac, Cisco, Meraki, Watchguard, Ubiquiti, Ruckus, Aruba, Datto, Unitrends, and Synology and others.
- ImageNet tailors solutions to our clients’ needs. We deploy and manage on-premises, cloud, and hybrid solutions, choosing those which fit our clients’ budgets and work environments.

Staying abreast of the rapid changes in Information Technology:

- As a security-focused MSP, ImageNet Managed IT is always updating knowledge and approaches to keep municipalities safe.
 - We employ a CISO, Chief Information Security Officer, as part of our team to ensure a focus on emerging threats.
 - ImageNet has changed endpoint antivirus and implemented several additional solutions within the last two years to address the evolving cybersecurity threat landscape.
 - When a December 2022 email compromise to an organization in OKC resulted in a phishing scheme that affected many municipalities and businesses, ImageNet sprang into action, protected our clients, and warned additional contacts of the attack.
- Technology changes quickly along with the technology marketplace.
 - ImageNet understands that organizations of all sizes operate under budget constraints and works to help choose the right-sized solutions available.
 - ImageNet began moving clients away from expensive and difficult-to-secure on-premises Microsoft Exchange long before many of our competitors and before the noted vulnerabilities of 2021.
 - Our network of vendor partners and peer groups provide us with a significant advantage over the onslaught of rapid changes in IT.
 - Reese Tipton, vCIO, knowing that City management is not enthused about the prospect of moving to the latest version of Incode, used his time at the Oklahoma Municipal League fall 2022 conference to meet with municipality software vendors in order to understand new options in that space. He brought these options to Michael Vaughn to explain opportunities to assess that key component of the City’s information technology.



IT Support and Availability

Phone Support:

- End Users (City Employees) can call 844-606-2600 for assistance with IT issues.
 - End User will be connected to real person to address the issue or take information and open a ticket.
 - The helpdesk technician will request permission to remotely access the end user PC if necessary.
 - If the issue is not resolved with the first technician, then the issue is escalated, and the helpdesk technician informs the end user.
 - The assigned technician contacts the end user to reconnect and attempt resolution.

Email Support:

- End Users (City Employees) can email mitsupport@imagenet.com to request non-urgent assistance or IT-related tasks such as downtime maintenance or onboarding/offboarding an end user.
 - Email is checked regularly between 8:00 AM and 5:00 PM, Monday through Friday, to ensure a timely response to these requests.
 - All e-mail will be reviewed within 24 hours of the day it was received.

Chat Support:

- End Users (City Employees) have an icon on their desktop allowing them to chat for assistance with IT issues.
 - Upon initiating chat, the end user enters contact info and basic information about the issue.
- A helpdesk technician responds and attempts to resolve.
 - The helpdesk technician requests permission to remotely access the end user PC if necessary.
 - If the issue is not resolved with the first technician, then the issue is escalated, and the helpdesk technician informs the end user.
- The assigned technician contacts the end user to reconnect and attempt resolution.

Onsite/Escalation:

- When an issue is determined to require a technician onsite or is escalated, the service team will review the ticket notes, resolve remotely if possible, and go onsite if needed.
- On-site technicians are dispatched on triage basis balancing ticket chronology and severity.
 - On-site work during normal business hours related to support, maintenance, and management is included.
 - Labor that is outside of normal maintenance and management, considered Project Work, is billable at \$170 per hour M-F 8am-5pm. For labor outside of M-F 8am-5pm, at the discretion of ImageNet, an onsite technician can be available at \$255 per hour.



An outline of basic contract requirements

- Monthly managed services
 - Monthly line items are per user, per workstation, per server, and per network.
- Essential Security Suite (per user): These required services help secure your workstations, servers, networks, email, cloud applications, in addition to raising end user cybersecurity awareness.
- Offsite or cloud server backups are required
- Licensing and operating systems must be current and supported by the vendor
- Chronically failing equipment must be replaced
- All servers and workstations on City of Bethany networks must be included in management unless they are specifically excluded and separated from the network (such as Bethany Police Department)
- 1-year contract

References

- City of Pauls Valley:
Kira Davis, City Clerk/Treasurer
(405) 238-3308
kdavis@cityofpaulsvalley.com
- Oklahoma Municipal League:
Nancee Morris, Director
(405) 528-6311
nancee@oml.org
- Crawford and Associates:
Richard Rose, CPA
(405) 691-5550
richard@crawfordcpas.com



Key Personnel Information:

- Reese Tipton, vCIO and primary account manager assigned to The City of Bethany
 - 6 years Managed IT Services experience
 - Varied experience in IT, account management, and service delivery roles
 - Bachelor of Science in Sociology from Oklahoma State University
- Jon Hamm, vCIO
 - 24+ years Systems Administrator experience
 - Bachelor's degree in Management Information Systems + Ethics from Mid-America Christian University
 - "As a long time IT professional, I am motivated to constantly improve my knowledge of the ever-changing world of Information Technology. My experience includes extensive experience with large server environments, small network management, networking/software deployments, desktop support, project management, system administration, and end user support. I pride myself on being someone people enjoy working with."
- Ben Berghall, President of ImageNet Managed IT
 - Sales leader with over 20 years of experience in Technology Sales, leading one of the most consistent high performing sales teams at ImageNet for 12 years
 - "In my current position as a leader in our Managed IT division, I strive to bring the same fundamental values and ideas that has worked for me throughout my career. Always treat your employees, customers, peers the way you would like to be treated. Bring business value to your customers. "Think outside the box", and deliver what you promise."
 - Bachelor's Degree in Marketing from The University of Tulsa
- John Stringer, Vice President of Operations of ImageNet Managed IT
 - Co-founder of The I.T. Guys (2005), one of the most successful MSPs in OKC
 - Well regarded IT expert in the Oklahoma City area with nearly 400 LinkedIn endorsements.
- Stephen Demsky, CISO of ImageNet Managed IT
 - Bachelor of Science in Cybersecurity and Information Assurance from Western Governors University
 - Certified Cloud Security Professional (CCSP)
 - "Cybersecurity and managed services leader offering nearly a decade of experience leading key initiatives within the managed services, mechanical engineering, mining and metals, financial, federal, manufacturing, medical, legal, and publishing industries. Focusing on utilizing emerging technologies to address problems and delivering innovative, reliable, and cost-saving solutions to increase growth and overall productivity in a fast-paced environment. Accountable, flexible, and hands-on with a proven progressive career reflecting strong leadership skills who builds and leads highly motivated teams. Highly praised for integrity, work ethic, ability to multi-task, problem-solving skills, and successful delivery of work."

Agenda: 07/05/2023
Item: 8
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth A. Gray, City Manager
Date: June 28, 2023
Subject: Emergency water repair on North Mueller between 52nd and 58th Street

BACKGROUND

A water main break occurred on North Mueller between 52nd and 58th street on June 13, 2023. Oklahoma City originally responded to the call and began working the issue as it was originally thought to be a problem on the OKC line. When water pressure in Bethany began to drop it was soon realized that a Bethany 8-inch line was the issue. The city council was contacted on June 13th with a follow up email on June 14th.

This emergency repair took 32 hours to complete and was handled by staff and Mathews Trenching. The repair consisted of replacement of approximately 20 feet of an old concrete water line, water pump rentals, and the insertion of a new shut off valve. In addition, 317,000 gallons of water were purchased from Oklahoma City during this time.

This emergency repair was within the City managers emergency spending authority and needs to be ratified by the Council per ordinance 31.19.

RECOMMENDATION

1. Approval to ratify expenses for emergency repairs due to water line break on N Mueller between NW 52nd and NW 58th Streets for an amount of \$53,592.21.

ADDITIONAL COMMENTS

This project is being funded from the Capital Improvement fund



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BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, JUNE 20, 2023

6:30 P.M.

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

Mayor Lloyd called the Bethany City Council meeting to order at 7:46 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 6TH, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**
- C. APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 2.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Plank to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL JULY 5, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 7:46 P.M. until July 5, 2023.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: June 29, 2023
Subject: Claims List for the 07/05/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$214,541.84
TOTAL	\$214,541.84

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$111,477.90
Bethany Public Works Authority	\$214,541.84
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$326,019.74

RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0		FINANCE				
23-47892	10-005373	CARD SERVICES/PI	METER READER SUPPLIES	6/2023	20230620	51.56
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	6/2023	115008	2,102.56
DEPARTMENT TOTAL:						2,154.12
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-47954	10-0668	HAYES ELECTRIC	OFFICE LIGHTS LABOR	6/2023	LABOR	90.00
23-47053	10-1068	ONG	MONTHLY SVS	6/2023	20230620	178.01
DEPARTMENT TOTAL:						268.01
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
23-47868	10-005350	FORCE PERSONNEL	TEMP HELP	6/2023	74516	2,894.53
23-47914	10-0572	REDDY ICE CORP	70 BAGS OF ICE	6/2023	3850618762	47.13
23-47500	10-0812	J & R EQUIPMENT LLC	PTO NOT WORKING UNIT#99	6/2023	01W4634	8,008.40
23-47726	10-0812	J & R EQUIPMENT LLC	3 HYDRO CYLINDERS #99	6/2023	01W4775	8,396.91
23-47915	10-1622	WESTLAKE ACE HARDWARE	4 3GAL WATER COOLERS	6/2023	3503564	139.96
23-47916	10-3081	PREMIER TRUCK/ATC FREIGHTLIBULKHEAD MOULE UNIT #92		6/2023	12090905	2,019.98
23-47926	10-3081	PREMIER TRUCK/ATC FREIGHTLIBREPAIR SUSPENSION&LEAK		6/2023	120718324	595.09
23-47900	10-4012	WASTE CONNECTIONS,INC	MAY LANDFILL FEES	6/2023	30139	29,805.95
DEPARTMENT TOTAL:						51,907.95
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
23-47933	10-004725	RUCKER ELECTRIC INCORPORATED	NEW LIFT PAD POWER	6/2023	12597	155.00
DEPARTMENT TOTAL:						155.00
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
23-47903	10-005350	FORCE PERSONNEL	TEMP HELP FOR WATERPLANT	6/2023	74670	507.15
23-47841	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM	6/2023	BSW471367	2,280.00
23-47897	10-0091	BRENNTAG SOUTHWEST INC	4BBLS/55GALORTHOPLY	6/2023	BSW472618	1,992.79
23-47898	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM SULFATE	6/2023	BSW472619	2,100.00
23-47912	10-1063	OG&E	MNTHLY SVC	6/2023	20230616	4,417.42
23-47260	10-1068	ONG	MONTHLY SVC	6/2023	20230616	290.33
23-47904	10-1128	OK CITY WATER UTILITIES	TRMAY CROSSTIES	6/2023	20230626	12,379.83
23-47518	10-1288	ROSE STATE COLLEGE	TYLER WARREN	6/2023	1000690	50.00
23-47553	10-1288	ROSE STATE COLLEGE	ZOOM CLASS	6/2023	1000761	50.00
23-47816	10-1771	ADVENTURE OUT	STEP BARS UNIT 42	6/2023	555302	248.25
23-47784	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 5/26&6/1-2023	6/2023	FF6087	736.00
23-47787	10-3042	ACCURATE ENVIRONMENTAL	BAC-T	6/2023	FF6091	300.00
23-47879	10-3919	MISSISSIPPI LIME	25 TONS LIME	6/2023	1676223	8,645.36
23-47902	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	6/2023	1677419	8,812.17
DEPARTMENT TOTAL:						42,809.30

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1 UTILITY - WATER LINE						
23-47925	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	repair 6909 nw 35th st	6/2023	0375223-IN	195.00
23-47962	10-1622	WESTLAKE ACE HARDWARE	CONCRETE SAW	6/2023	3503569	1,299.99
23-47765	10-2557	CORE & MAIN LP	200FEET COPPER TUBING	6/2023	T078172	1,180.00
23-47716	10-2697	AUTOZONE	NEW BELT / WHITE CHEVY TR	6/2023	0501116220	69.35
23-47746	10-2697	AUTOZONE	BRAKES UNIT #60	6/2023	0501116221	37.99
23-47743	10-3001	EASTON SOD	PALLET OF SOD	6/2023	0234537	165.00
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	6/2023	20230611	88.21
DEPARTMENT TOTAL:						3,035.54
DEPARTMENT: 12.2 UTILITY - SEWER						
23-47262	10-1063	OG&E	MONTHLY SVC	6/2023	20230622	913.02
23-47968	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	6/2023	MAY 2023	112,376.01
23-47708	10-3245	KRAPFF REYNOLDS CONST CO	CAMERA SEWER LINE NW 24TH	6/2023	23128	900.00
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	6/2023	20230611	22.89
DEPARTMENT TOTAL:						114,211.92
FUND TOTAL:						214,541.84
GRAND TOTAL:						326,019.74

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, JUNE 20, 2023

6:30 P.M.

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

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:46 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 6TH, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**
- C. APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 2.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Knapp to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL JULY 5th, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:47 P.M. until July 5th, 2023.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: June 29, 2023
Subject: Claims List for the 07/05/2023 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$111,477.90
Bethany Public Works Authority	\$214,541.84
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$326,019.74

RECOMMENDATION

1. Approve the claims as presented.



NOTICE: On Thursday, June 15, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, JUNE 20, 2023

7:30 P.M.

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

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:47 P.M.

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

- A. APPROVAL OF MINUTES FROM THE JUNE 6TH, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**
- C. APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 2.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Smart to approve the Consent Docket. Yes votes: Larsen, Plank, Lloyd, Smart, McPhail, Powell, Magirowsky, Knapp. No votes: None. Motion passed.

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL JULY 5, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:47 P.M. until July 5th, 2023.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: June 29, 2023
Subject: Claims List for the 07/05/2023 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$0.00
TOTAL	\$0.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$111,477.90
Bethany Public Works Authority	\$214,541.84
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$326,019.74

RECOMMENDATION

1. Approve the claims as presented.

