
On Thursday, July 11, 2024, at or before 12:00 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, JULY 16, 2024
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, the 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 July 2, 2024, 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 2025 Managed IT Agreement with ImageNet Consulting and authorize the mayor to sign the document on behalf of the City of Bethany.
 - D. Approval of FY 2025 Jail Services Agreement with Oklahoma County Criminal Justice Authority and authorize the mayor to sign the document of behalf of the City of Bethany.
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. Consideration and possible approval of Construction Contract with Brewer Construction Oklahoma, LLC for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd) in the amount of \$843,436.00 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
6. Consideration and possible approval of Construction Contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-H (Peniel from NW 25th to NW 30th) in the amount of \$329,177.74 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
7. Consideration and possible approval of the purchase of a used 2022 Dodge Durango command staff vehicle from the Kansas Highway Patrol for \$34,205.00. *(Elizabeth Gray, City Manager)*
8. 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”).*
9. City Attorney’s Report.
10. City Manager’s Report.
 - A. Financial Report.
11. Mayor and Council Members Comments and Suggestions.
12. Adjourn until August 6, 2024.

BETHANY PUBLIC WORKS AUTHORITY

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BETHANY HOSPITAL TRUST

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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's 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 the City Hall Lobby.)

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. FINDING OF PROPER NOTICE AND DECLARATION OF DELINQUENCY FOR SEWER AND SANITARY SERVICES AT 6121 NW 50TH STREET PURSUANT TO BETHANY CODE OF ORDINANCES 50.11 AND POSSIBLE REQUEST BY CITY CLERK TO REMOVE ITEM FROM CONSENT DOCKET FOR A PUBLIC HEARING.**

There was discussion on Item C of the Consent Docket.

Motion was made by Council Member Magirowsky, seconded by Council Member Smart to approve the Consent Docket as presented. Yes votes: Magirowsky, Larsen, Lloyd, Plank, Powell, Knapp, Smart, McPhail. No votes: Palmer. Motion approved.

ITEM NO. 4 on the agenda was **POSSIBLE PUBLIC HEARING ON ITEMS PULLED FROM CONSENT DOCKET FOR DECLARATION OF DELINQUENCY FOR UTILITY SERVICES.**

- A. OPEN THE PUBLIC HEARING BY MAJORITY VOTE POSSIBLE ACTION.**
- B. CALL TO THE INTERESTED PARTY OF THE ADDRESS(ES) ABOUT TERMINATION OF SERVICE.**
- C. CALL TO THE PUBLIC ABOUT TERMINATION OF SERVICE.**
- D. CLOSE THE PUBLIC HEARING BY MAJORITY VOTE.**
- E. DISCUSSION AND POSSIBLE ACTION ON ADDRESS(ES) PULLED FROM CONSENT DOCKET.**

This item was voted on in the consent docket.

ITEM NO. 5 on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION OF A REQUEST BY JASON & DR. BROOKE VAUGHN, APPLICANTS AND PROPERTY OWNERS FOR A SPECIAL USE PERMIT TO ALLOW A 240 SQUARE FOOT ACCESSORY STRUCTURE AT 4703 N COLLEGE AVENUE.**
(ELIZABETH GRAY, CITY MANAGER)

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

Attorney Ray Jones reported the Planning and Zoning vote was unanimous by the members that were present.

B. PUBLIC COMMENT.

None

C. POSSIBLE ACTION.

A motion was made by Council Member Palmer and seconded by Council Member Powell to approve a special use permit to allow a 240 square foot accessory structure at 4703 N. College Avenue. Yes votes: Magirowsky, Larsen, Plank, McPhail, Lloyd, Powell, Smart, Knapp, Palmer. No votes: None. Motion approved.

ITEM NO. 6 on the agenda was **PRESENTATION, CONSIDERATION, AND POSSIBLE APPROVAL TO ACCEPT THE FISCAL YEAR 2022- 2023 AUDIT REPORT FROM ARLEDGE AND ASSOCIATES. (TABLED FROM THE JUNE 18, 2024, REGULAR MEETING.)** (MICHAEL VAUGHN, FINANCE DIRECTOR)

Following discussion, a motion was made by Council Member Magirowsky, seconded by Council Member Plank to accept the FY 2022-2023 Audit Report from Arledge and Associates. Yes votes: Plank, Lloyd, Larsen, Smart, Knapp, Powell, Magirowsky. No votes: McPhail, Palmer. Motion approved.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF WARD 3 BOARD OF ADJUSTMENT APPOINTMENT OF BETH BLANKENSHIP TO SERVE A THREE-YEAR TERM. (TABLED FROM THE JUNE 18, 2024, REGULAR MEETING.)** (MARILYN MCPHAIL, COUNCIL MEMBER)

A motion was made by Council Member Palmer, seconded by Council Member McPhail to approve Ward 3 Board of Adjustment appointment of Beth Blankenship to serve a three-year term.

Attorney Jones recommended that the council combine Item 7 and 8 to be combined and joined together on the next agenda to avoid any concerns that might exist regarding compliance with notice to the public.

There was much discussion and clarification by the City Attorney.

Council Member Palmer withdrew his motion to approve Ward 3 Board of Adjustment appointment of Beth Blankenship to serve a three-year term.

Council Member McPhail withdrew Beth Blankenship as a candidate for appointment to the Board of Adjustment.

ITEM NO. 8 on the agenda **CONSIDERATION AND POSSIBLE APPROVAL OF WARD 3 BOARD OF ADJUSTMENT APPOINTMENT OF WAYNE CLEMENTS TO SERVE A THREE-YEAR TERM.** *(KATHY LARSEN, COUNCIL MEMBER)*

A motion was made by Council Member Palmer, seconded by Council Member Smart to table Item No. 8 to the next council agenda. Yes votes: Knapp, Larsen, Palmer, Smart. No votes: Powell, Plank, McPhail, Magirowsky, Lloyd. Motion failed.

Council Member Palmer raised a point of order, asking if the motion passed or failed.

A motion was made by Council Member Plank, seconded by Council Member Powell to approve Ward 3 Board of Adjustment appointment of Wayne Clements to serve a three-year term. Yes votes: McPhail, Magirowsky, Smart, Powell, Larsen, Plank, Knapp, Lloyd. No votes: Palmer. Motion approved.

ITEM NO. 9 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. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO ACCEPT CONTRACT AMENDMENT NO. 3 FOR LIPPERT BROTHERS CONSTRUCTION FOR PHASE 2B IN THE AMOUNT OF \$195,092.87 FOR THE GENERAL OBLIGATION BOND PROPOSITION 3A-BETHANY FIRE STATION ADDITION PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT DOCUMENT ON BEHALF OF THE CITY OF BETHANY.** *(ELIZABETH GRAY, CITY MANAGER)*

A motion was made by Vice Mayor Knapp, seconded by Council Member Magirowsky to approve contract Amendment No. 3 for Lippert Brothers Construction for Phase 2B in the amount of \$195,092.87 for the General Obligation Bond Proposition 3A-Bethany Fire Station Addition Project and authorize the Mayor to sign the contract document on behalf of the City of Bethany. Yes votes: Palmer, Powell, Smart, McPhail, Plank, Magirowsky, Larsen, Lloyd, Knapp. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF \$61,290.46 PAYMENT OF THE SALES TAX REBATE TO 7-ELEVEN STORES.** *(MICHAEL VAUGHN, FINANCE DIRECTOR)*

A motion was made by Council Member Palmer, seconded by Council Member Larsen to approve a \$61,290.46 payment of the Sales Tax Rebate to 7-Eleven Stores.

Yes votes: Smart, Lloyd, Knapp, Plank, Palmer, Larsen, Magirowsky, McPhail, Powell.
No votes: None. Motion approved.

ITEM NO. 12 on the agenda was **PRESENTATION, DISCUSSION, AND POSSIBLE ACTION REGARDING NEEDED CEMETERY IMPROVEMENTS.** (*ELIZABETH GRAY, CITY MANAGER*)

This presentation will be added as Exhibit "A" as part of these minutes.

After discussion, a motion was made by Council Member Palmer, seconded by Vice Mayor Knapp to approve the Cemetery Improvements. Yes votes: Plank, Magirowsky, Smart, Lloyd, Powell, McPhail, Palmer, Knapp, Larsen. No votes: None. Motion approved.

ITEM NO. 13 on the agenda **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. 14 on the agenda was the **CITY ATTORNEY'S REPORT.**

City Attorney Jones gave an overview of the projects he has been working on these past two weeks.

ITEM NO. 15 on the agenda was the **CITY MANAGER'S REPORT.**

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

ITEM NO. 16 on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 17 on the agenda was **ADJOURN UNTIL JULY 16, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:20 P.M. until July 16, 2024.

MAYOR

CITY CLERK

BETHANY CEMETERY IMPROVEMENTS



CEMETERY HISTORY

- ▶ Created in 1916.
- ▶ Comp Plan recommended improvements in 2016-task force formed.
- ▶ Need improvements and a plan for more burial space.

CEMETERY TASK FORCE

- ▶ Formation approved December 2016
- ▶ Purpose to meet until recommendations were given to council for improvements
- ▶ Improvements were recommended June 2018
- ▶ The recommendations in this presentation are consistent with the Cemetery Task Force recommendations, as confirmed by former chair Kelly Stoops.
- ▶ Last meeting was in November 2019

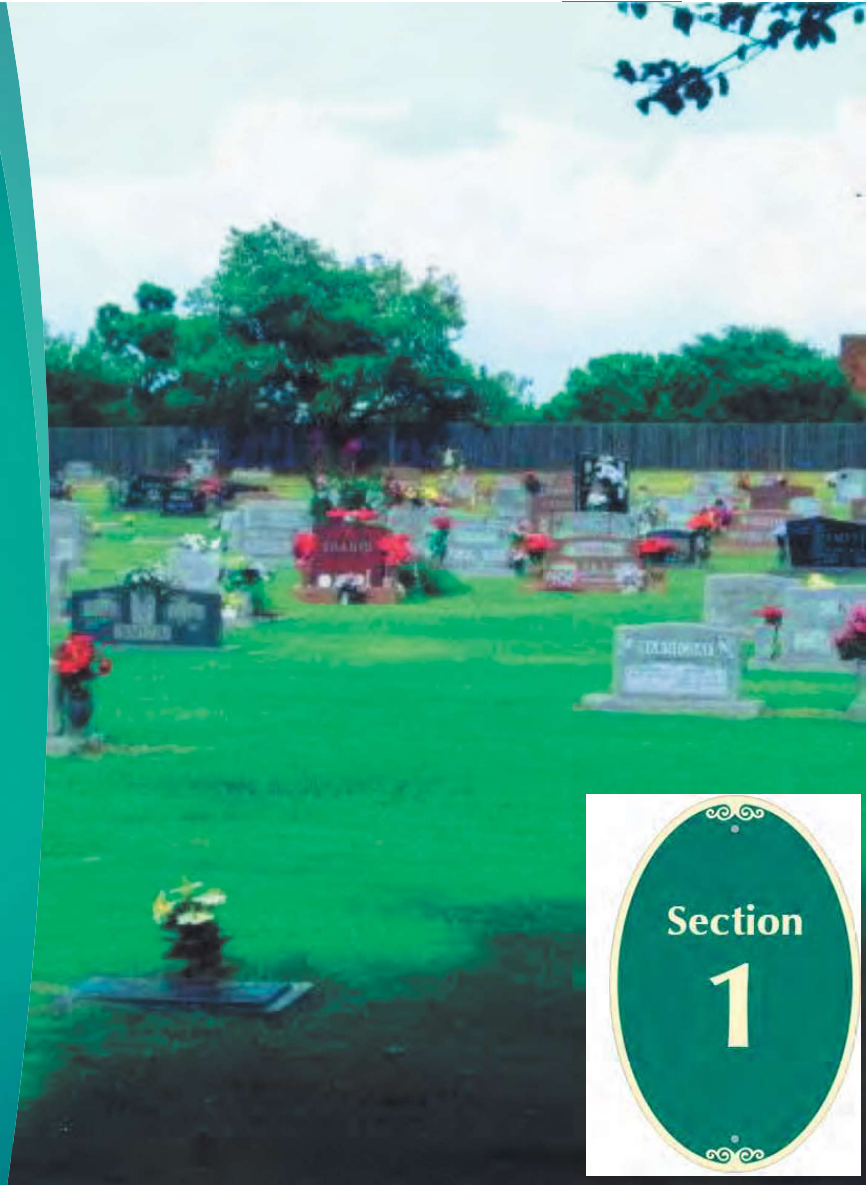


Cemetery Task Force
Phase 1
Recommendation
Complete-

Entry Ways
Roadside Fencing
Flagpole Area &
Seating

CEMETERY TASK FORCE PHASE 2

- ▶ Removed dead trees
- ▶ Improved drainage areas
- ▶ Section markers –would like new ones
- ▶ Trash receptacles in place- currently changing to black receptacles instead of blue.
- ▶ Back Wooden fence has had pickets replaced- Would like to replace complete wooden fence with a future phase.





The City of Bethany Cemetery is basically out of sellable lots. A phase 3 is recommended.

Bethany Cemetery Map



Phase 3 Recommended Cemetery Improvements

Approximately 414 total burial spaces can be added with this plan. 214 burial spaces in the purple area and another 200 in the green area, We have not assessed the columbaria area for niche spaces yet.



This highlighted area is currently a roadway.
Spaces are photoshopped as an example.

Phase 3
Cemetery
Improvements
recommendation:
Remove existing
pavement- add
burial spaces and
columbaria
between sections
1 and 2 and
between sections
4 and 5

Not to scale & not
designed



Possible Future Columbaria space

Not to scale & not designed-
columbaria are
photoshopped in as an
example

Question

Does council wish to have staff continue with recommended changes?



Option:

Cease new lot sales and go into maintenance only mode for cemetery.

Thank you



Special thanks to The Cemetery Task Force for their vision and Kelly Stoops, past chair of the Cemetery Task Force for her insight and

The Planning & Zoning Committee & City Staff For their past and future involvement .



THE SOUTHAMPTON &

Choose from either the 50-Niche
Newcastle. Both include 4 Wind

THE SOUTHAMPTON: 50-Niche
THE NEWCASTLE: 120-Niche N

Your choice only \$31,995

CONTACT US ABOUT THIS I

A quick search shows prices range from 5,000 to 35,000 uninstalled. Initial funding would come from the \$65,000 budgeted for cemetery fence replacement.

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: July 11, 2024
Subject: Claims list for the 07/16/2024 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 231,265.96
Public Safety Fund	\$ 592.00
Capital Improvement Fund	\$ 84,084.17
2016 Library GO Bond	\$ 4,750.00
Federal Grant Fund	\$ 176,260.07
2022A GO Bond	\$ 592,206.57
Municipal Court Fund	\$ 10,124.63
Cemetery Fund	\$ -
TOTAL	\$ 1,099,283.40

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,099,283.40
Bethany Public Works Authority	\$ 255,472.95
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ 1,282.43
TOTAL	\$ 1,356,038.78

RECOMMENDATION

1. Approve claims as presented.

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51053	10-005216	PERDUE BRANDON FIELDER COLL	JUNE 2024 COLLECTION RPT	7/2024	JUNE 24	2,321.85
DEPARTMENT TOTAL:						2,321.85
DEPARTMENT: 01.0		MANAGEMENT				
25-51059	10-0003	ACOG	ANNUAL DUES	7/2024	7804	16,883.00
25-51169	10-004660	MOTHER NATURE'S INC.	PEST/GOPHER	7/2024	1464607	120.00
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	7/2024	INV78196	813.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	1,454.96
24-50887	10-005321	AMAZON CAPITAL SERVICES,	INPAPER, STAPLER, BATTERY	6/2024	1lqk-fyl3-qxtq	28.96
25-51057	10-005321	AMAZON CAPITAL SERVICES,	INCLIPBOARD PENCIL HOLDER	7/2024	7837029	7.98
24-48991	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS LICENS	6/2024	E0300552GR	512.50
25-51090	10-005373	CARD SERVICES/PI	MICRO EXCHGE 82 LICENSES	7/2024	E0300SS010	3,936.00
24-48257	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP/FINANCIAL SVC	6/2024	18565	3,905.00
24-48194	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY MNTLY CONTRACT	6/2024	303457	5,000.00
24-50060	10-005851	LYTLE, SOULE' & FELTY, P.C.	OUTSIDE CONTRACT	6/2024	303459	2,682.50
25-51192	10-005867	ELIZABETH GRAY	MILEAGE REIMBURSEMENT	7/2024	20240711	27.06
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	72.54
24-51043	10-0225	GENUINE PARTS	battery for Lexus	6/2024	7092-064136	101.70
25-51151	10-1	JOVANY FIGUEROA VELASCO	OSBI REIMBURSEMENT	7/2024	20240709	19.00
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	156.54
25-51089	10-1069	OKLAHOMA MUNICIPAL LEAGUE	SERVICE FEES	7/2024	088612	9,595.04
25-51149	10-1069	OKLAHOMA MUNICIPAL LEAGUE	FY25 RENEWAL	7/2024	089277	300.00
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	1,094.74
25-51058	10-1196	POSTMASTER	PO BOX 219 YEARLY	7/2024	BOX 219-*	610.00
24-48079	10-2274	OZARKA WATER COMPANY	MO RENTAL/WATER	6/2024	1010726	17.99
25-51170	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	7/2024	INV967274	7,899.75
25-51152	10-4310	AMERIFLEX	FSA ADMIN FEE	7/2024	INV748777	201.40
DEPARTMENT TOTAL:						55,439.66
DEPARTMENT: 02.0		FINANCE				
24-51033	10-005321	AMAZON CAPITAL SERVICES,	INCOMPUTER SCREEN & PROTECT	6/2024	1YXN-NDD3-113C	302.45
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	16.74
24-50808	10-3196	IMAGENET CONSULTING, LLC	VINSON ACCOUNTING PC	6/2024	INV960889	1,555.83
24-50959	10-3327	WALKER COMPANIES	BPWA AND CITY SEAL	6/2024	159326	67.00
25-51150	10-4352	MCBRIDE CLINIC	DRUG SCREENS	7/2024	20240708	32.00
DEPARTMENT TOTAL:						1,974.02

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 03.0		COURT				
25-51084	10-004789	TRADS, INC	MONTHLY SUBSCRIPTION	7/2024	6386912 20240703	2,040.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	443.30
24-51028	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE SUPPLIES	6/2024	117F-Y4RP-VQYQ	383.75
24-51038	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE SUPPLIES	6/2024	9165068	394.65
25-51095	10-005321	AMAZON CAPITAL SERVICES,	INCABLE EXTENSIONS	7/2024	8295447	19.87
24-50478	10-005843	DPM GROUP LLC	MARSHAL STICKERS	6/2024	223383	244.87
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	33.48
24-48342	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR FEE	6/2024	240612	1,331.00
24-50334	10-006144	ROBERT BLACK, PLLC	2023-24 CITY PROSECUTOR	6/2024	009	2,557.50
24-50990	10-006188	GRACE CONSTRUCTION	REPLACE CEILING TILES	6/2024	4977	794.80
24-50991	10-006188	GRACE CONSTRUCTION	DRYWALL SOUTH HALL REPAIR	6/2024	4978	764.52
25-51047	10-006188	GRACE CONSTRUCTION	LOBBY DRYWALL REPAIR	7/2024	4982	800.00
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	48.55
24-48935	10-1069	OKLAHOMA MUNICIPAL LEAGUE	JUDGE'S FALL CONFERENCE	6/2024	2000002549	225.00
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	781.95
24-50925	10-1435	STANLEY STEEMER CARPET CL	CARPET CLEANING	6/2024	570671-30	500.00
25-51085	10-2123	HOME DEPOT CREDIT SVCS	COUNTER BLINDS	7/2024	003917/2040159	208.44
25-51076	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL MONTHLY	7/2024	OKC07240239	640.66
DEPARTMENT TOTAL:						12,212.34
DEPARTMENT: 04.0		ENGINEERING				
24-50059	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT ENGINEER SVC	6/2024	12730	12,261.20
DEPARTMENT TOTAL:						12,261.20
DEPARTMENT: 05.0		POLICE				
25-51122	10-004660	MOTHER NATURE'S INC.	Monthly Pest Control	7/2024	1464606	60.00
25-51162	10-004685	SALTUS TECHNOLOGIES, LLC	Digiticket Yearly Fee	7/2024	2407.15	20,044.80
24-48134	10-004789	TRADS, INC	Monthly Usage	6/2024	234929-202406-1	75.00
25-51126	10-004803	EQUATURE	Yearly Renewal	7/2024	28029	2,417.04
24-51031	10-004996	GOODYEAR COMMERCIAL TIRE &	Tire for 20-005	6/2024	255-1029854	136.90
24-48829	10-005072	DEVILLE LAUNDRY	Jail Laundry	6/2024	20240621	166.80
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	684.89
24-49279	10-005190	FBI-LEEDA	Yeager SLI Training	6/2024	200104950	795.00
25-51127	10-005265	ITOUCH BIOMETRICS	Yearly Renewal	7/2024	6743	2,480.00
24-51027	10-005321	AMAZON CAPITAL SERVICES,	INBags and Boxes	6/2024	2349047	546.73
25-51107	10-005321	AMAZON CAPITAL SERVICES,	INlights	7/2024	9580229	230.98
25-51165	10-005321	AMAZON CAPITAL SERVICES,	INAlarm Permit Stickers	7/2024	1618663	142.56
25-51155	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	7/2024	696547	19.95
25-51123	10-006020	GEOSAFE	GeoSafe Yearly	7/2024	BETH-3000	15,000.00
24-51042	10-006044	HOUSE OF MODS LLC	Vehicle Repair	6/2024	5359	228.97
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	228.78
25-51062	10-006172	STERLING ELECTRIC	Lights and Electrical	7/2024	6703	750.00
24-50420	10-006176	BLUE SHIELD FLOOR COATINGS	AC Epoxy Floor Coating	6/2024	180	25,750.00
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	616.76
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	11,181.99
24-51014	10-1622	WESTLAKE ACE HARDWARE	Liquid Nails for Shelter	6/2024	3504244	4.99

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
24-51023	10-1622	WESTLAKE ACE HARDWARE	Saw Blades for Shelter	6/2024	3504247	6.59
25-51092	10-2123	HOME DEPOT CREDIT SVCS	Gate latches & silicone	7/2024	003279/2040160	53.84
25-51104	10-2123	HOME DEPOT CREDIT SVCS	Shelter Tools	7/2024	H3908-292347	271.71
24-48405	10-2274	OZARKA WATER COMPANY	Yearly Water for Shelter	6/2024	1010751	9.99
24-48406	10-2274	OZARKA WATER COMPANY	Yealry Water for Range	6/2024	1008129	13.99
24-50776	10-2369	STAN'S PLUMBING INC	MENS LOCKER ROOM	6/2024	22344	185.80
25-51144	10-3084	UTILITY DATA SERVICES, INC.	Monthly Fee	7/2024	106394	12.50
24-50937	10-3196	IMAGENET CONSULTING, LLC	NEW COMPUTER SET UP	6/2024	INV960876	299.00
25-51142	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	7/2024	OKC07240099	1,924.66
25-51166	10-3518	CHAD MEEK	Reimbursement for Meek	7/2024	20240709	20.61
24-50507	10-3527	GEARWORKS	New Graphics on 6 Units	6/2024	9119	620.00
25-51125	10-4177	LEADSONLINE LLC	Yearly Renewal	7/2024	411265	3,886.00
25-51124	10-4388	ISG TECHNOLOGY, LLC	Monthly Security	7/2024	ISG355529	1,454.00
DEPARTMENT TOTAL:						90,320.83
DEPARTMENT: 06.0 FIRE						
25-51078	10-004398	CITY OF OKLAHOMA CITY	MOBILE RADIO USAGE FEES	7/2024	ITPSC-BTHNYFD-USGF	3,545.16
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	696.81
24-51012	10-005992	AEG PETROLEUM	100 GALS OF DEF FLUID	6/2024	870478	52.35
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	128.33
25-51077	10-006168	FIRST DUE	RMS PLATFORM	7/2024	1889	13,100.00
25-51080	10-0225	GENUINE PARTS	TRUCK CLEANING SUPPLIES	7/2024	064242	144.97
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	298.20
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	1,928.83
24-49944	10-1165	CONRAD FIRE EQUIPMENT	REPAIRS TO LADDER-1	6/2024	576290	2,225.30
24-49946	10-1165	CONRAD FIRE EQUIPMENT	REPAIRS TO LADDER-1	6/2024	576292	5,514.34
24-50252	10-1165	CONRAD FIRE EQUIPMENT	PRIMER PUMP FOR E-1	6/2024	576293	1,969.37
24-50368	10-1165	CONRAD FIRE EQUIPMENT	FAN CLUTCH FOR ENGINE-1	6/2024	576295	4,902.78
24-50460	10-1165	CONRAD FIRE EQUIPMENT	PRIMER VALVE E-1	6/2024	576294	707.95
25-51079	10-1501	T & W TIRE LLC	REPLACE TIRE ON LADDER-1	7/2024	1090150840	862.19
24-50589	10-4279	C.O.P.S. PRODUCTS LLC	UNIFORM POLOS & TROUSERS	6/2024	202403199	540.92
DEPARTMENT TOTAL:						36,617.50

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
25-51162	10-004685	SALTUS TECHNOLOGIES, LLC	Digiticket Yearly Fee	7/2024	2407.15	2,004.48
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	33.48
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	781.95
DEPARTMENT TOTAL:						2,819.91
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	456.30
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	5.58
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	182.61
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	286.71
DEPARTMENT TOTAL:						931.20
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
24-50950	10-004688	TLS GROUP, INC.	BACKPLATESTOSIGNALLIGHTS	6/2024	1049	438.00
25-51088	10-004688	TLS GROUP, INC.	MAINTAGREEMENTSIGNALIZATI	7/2024	0724-1807	480.00
24-51034	10-004996	GOODYEAR COMMERCIAL TIRE &	TIRE FOR UNIT #61	6/2024	255-1029855	102.75
25-51117	10-005005	BRONCO EQUIPMENT RENTAL &	SSIX BLADES FOR MOWERS	7/2024	875483-0001	218.94
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	452.07
24-51026	10-005321	AMAZON CAPITAL SERVICES,	INMALLETS & GATORADE	6/2024	8742639	30.62
24-50999	10-005756	OVERHEAD DOOR	DX&REPAIRDOORINSTREETS	6/2024	0307241-IN	450.00
24-50954	10-005997	BOBCAT COMPANY	SWEEPER BRUSHES UNIT #74	6/2024	P06879	781.92
24-51022	10-006119	PIONEER EQUIPMENT, INC.	2 SET MOWER BLADES	6/2024	129307	73.26
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	39.14
24-51019	10-0694	HASKELL LEMON CONST CO	2 TONS COLDPATCH/ASPHALT	6/2024	9351	275.20
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	1,277.20
24-50973	10-1329	SCHWARZ (BORAL) READY MIX	3 YARDS OF CONCRETE	6/2024	322227	495.00
25-51060	10-1329	SCHWARZ (BORAL) READY MIX	3YARDS CONCRETE	7/2024	322550	495.00
24-50852	10-1551	UNITED ENGINES, LLC	DX&POSSIBLEREPAIR#86	6/2024	4134409	432.00
24-50970	10-2530	IMPROVED CONSTRUCTION METHO	CONCRETE SAW BLADE	6/2024	053660	165.00
DEPARTMENT TOTAL:						6,206.10

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-51035	10-005321	AMAZON CAPITAL SERVICES,	IN30/15TONAIRHYDROAXLEJACK	6/2024	9823407	1,300.00
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	5.57
24-51032	10-0225	GENUINE PARTS	HEADLIGHTS,STEPDRILLBIT	6/2024	7092-064008	301.05
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAABILITY INSURANCE	7/2024	4TH QTR	78.19
25-51100	10-1622	WESTLAKE ACE HARDWARE	TAPE,CEMENT,CUTTER	7/2024	3504255	105.96
DEPARTMENT TOTAL:						1,790.77
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-48189	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	6/2024	267865	24.00
24-50939	10-004849	OKC WINNELSON COMPANY	HYDRANT FOR POOL	6/2024	178184-01	371.52
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	31.62
24-51026	10-005321	AMAZON CAPITAL SERVICES,	INMALLETS & GATORADE	6/2024	8742639	84.59
24-50868	10-005350	FORCE PERSONNEL	SEASONAL HELP FOR PARKS	6/2024	78674	1,913.89
25-51160	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	7/2024	78751	1,370.51
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	33.48
24-51011	10-0225	GENUINE PARTS	BATTERY FOR UNIT 51	6/2024	7092-063793	135.16
24-51018	10-0324	CENTRAL POWER EQUIP. INC	2 WEED EATERS	6/2024	344608	736.00
24-51020	10-0324	CENTRAL POWER EQUIP. INC	OIL,BLADES,&STRING	6/2024	344609	310.00
25-51096	10-0482	DOLESE BROS. CO.	GRAVEL FOR TEMP ROAD/EL	7/2024	AG24082852	426.87
24-51030	10-0668	HAYES ELECTRIC	ELECTRICFORLIGHTSELDLYON	6/2024	77813	1,800.00
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	46.97
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAABILITY INSURANCE	7/2024	4TH QTR	78.19
24-51010	10-1622	WESTLAKE ACE HARDWARE	PAINT CEMETERY TRASH CANS	6/2024	3504243	57.95
25-51100	10-1622	WESTLAKE ACE HARDWARE	TAPE,CEMENT,CUTTER	7/2024	3504266	9.59
25-51106	10-3331	RUCKER MECHANICAL	REWIRE POOL MOTOR	7/2024	14095	552.04
25-51113	10-3888	CHAMPION HI-TECH	MECHANICAL SEALS	7/2024	234672	241.00
25-51116	10-4010	HARD HAT SAFETY & GLOVE	JACKETS,HOODIES,SHIRTS	7/2024	IN-0069430	115.20
25-51150	10-4352	MCBRIDE CLINIC	DRUG SCREENS	7/2024	JUNE 2024	32.00
DEPARTMENT TOTAL:						8,370.58
FUND TOTAL:						231,265.96

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-48058	10-004789	TRADS, INC	JUNE 2024	6/2024	6386912-202406-1	170.00
24-48312	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	6/2024	025-471315	422.00
DEPARTMENT TOTAL:						592.00
FUND TOTAL:						592.00

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
25-51161	10-006027	PNC EQUIPMENT FINANCE	FIRE TRUCK	7/2024	1998969	84,084.17
DEPARTMENT TOTAL:						84,084.17
FUND TOTAL:						84,084.17

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-50952	10-006184	C4L, LLC	PARKS RESTROOM/PAV.	6/2024	APP 1	4,750.00
DEPARTMENT TOTAL:						4,750.00
FUND TOTAL:						4,750.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42.0		Automated Meter Project				
24-49810	10-006108	SOUTHWEST WATER WORKS, LLC WATER METER AUTOMATION		6/2024	INVOICE 6	176,260.07
DEPARTMENT TOTAL:						176,260.07
FUND TOTAL:						176,260.07

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-50278	10-004688	TLS GROUP, INC.	PROP 1B 36TH/RKWELL	6/2024	PAY APP 4	230,082.94
24-50282	10-004688	TLS GROUP, INC.	PROP 1A 23/RKWELL	6/2024	PAY APP #4	124,706.10
24-49357	10-005932	LIPPERT BROTHERS, INC.	PROP 3A FIRE STATION	6/2024	PAY APP 7	175,256.37
24-49028	10-006140	HOLLAND CONSTRUCTION, LLC	PROP 3-B PD	6/2024	INVOICE 5	37,997.91
24-50952	10-006184	C4L, LLC	PARKS RESTROOM/PAV.	6/2024	APP 1	24,163.25
DEPARTMENT TOTAL:						592,206.57
FUND TOTAL:						592,206.57

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51050	10-1869	CLEET	JUNE 2024 CLEET REPORT	7/2024	JUNE 2024	3,429.26
25-51051	10-1970	OSBI	JUNE 2024 AFIS REPORT	7/2024	JUNE 2024	3,381.27
25-51052	10-1970	OSBI	JUNE 2024 FORENSIC RPT	7/2024	JUNE 2024	3,304.10
25-51054	10-4235	OKLA BUREAU OF NARCOTICS	JUNE 2024 OBN REPORT	7/2024	JUNE 2024	10.00
DEPARTMENT TOTAL:						10,124.63
FUND TOTAL:						10,124.63

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: July 10, 2024
Subject: Managed IT Contract Renewal for the City of Bethany

BACKGROUND

On January 7, 2023, the City of Bethany awarded 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, Edmond, Choctaw, Garvin County, Oklahoma Baptist Foundation, Oklahoma Press Association, Crawford and Associates and the Oklahoma Municipal League.

Staff recommends approving renewal of the contract for \$7, 942.50 per month.

RECOMMENDATION

1. Approval of ImageNet Agreement for managed IT service for \$7,942.50 per month.

ADDITIONAL COMMENTS





Managed IT Agreement FY 2025

Prepared For:
Leasa Furr of City of Bethany

Prepared By:
Nathaniel Canales, vCIO on 07/10/24

Document Number: ITGQ11628
Expiration Date: 7/31/2024

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:
Bill to Email: leasa.furr@bethanyok.org



Quote #: ITGQ11628
Contract Start: 8/1/2024
Contract End: 7/31/2025

Managed IT Service Agreement

Managed IT Agreement Renewal	Qty	Unit Price	Ext. Price
Lite User + Core Security *Non-Workstation Users - 24x7 SOC-Monitored Email & Collaboration Security Platform - Cybersecurity Awareness Training Platform - Unlimited Microsoft 365/Google Workspace Backup	83	\$20.00	\$1,660.00 <i>Billed Monthly</i>
Managed Workstation + Core Security - Advanced Endpoint Defense - 24x7 SOC-Monitored EDR - SIEM + 12 mo. Log Retention	54	\$80.00	\$4,320.00 <i>Billed Monthly</i>
Managed Workstation + Core Security	54	-\$15.00	-\$810.00 <i>Billed Monthly</i>
Managed Server (Hypervisor) + Core Security Advanced Endpoint Defense - 24x7 SOC-Monitored EDR - SIEM + 12 mo. Log Retention	2	\$165.00	\$330.00 <i>Billed Monthly</i>
Managed Server (Hypervisor) + Core Security	2	-\$15.00	-\$30.00 <i>Billed Monthly</i>
Managed VM Server + Core Security - Advanced Endpoint Defense - 24x7 SOC-Monitored EDR - SIEM + 12 mo. Log Retention	8	\$165.00	\$1,320.00 <i>Billed Monthly</i>
Managed VM Server + Core Security	8	-\$65.00	-\$520.00 <i>Billed Monthly</i>
Managed Network	4	\$150.00	\$600.00 <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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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.

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	\$7,942.50
Contract Start Date:	8/1/2024

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 8:00 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 accept payment by check or automatic payment via ACH or by credit card.
 - i) **ACH.** You authorize us to electronically debit your designated checking or savings account for any payments due under the Quote. 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.** You authorize us to charge your credit card, as designated by you, for any payments due under the Quote. For each credit card transaction, we reserve the right to charge you a convenience fee.
- 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).

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Version 2023.2

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.

**Managed Backups
Managed BDR
Server/Appliance**

- 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

Backup Data Security: All backed up data is encrypted in transit and at rest with 256-bit AES encryption.

Backup Retention: 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.

Backup Alerts: Managed servers will be configured to inform us of any backup failures.

Recovery of Data: If you need to recover any of your backed up data, then the following procedures will apply:

- **Request Method.** Requests to restore backed up data should be made through opening a support ticket via one of the following methods:
 - Email: mitsupport@imagenet.com
 - Chat Support (If applicable)
 - Telephone: 844-606-2600
- **Restoration Time:** 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.

Firewall Solution

- 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.

End Point Malware Protection

- 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.

Email Threat Protection	<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.
End User Security Awareness Training	<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.
Multifactor Authentication	<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.
Password Manager	<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.
Labor for New / Replacement Workstations	<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

are limited to 25% of Client's covered workstations per year unless otherwise approved in advance by ImageNet;

- 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.

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.

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.

	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. 	<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 and, at all times, subject to technician availability.
Phone	Live Answer	<ul style="list-style-type: none"> ▪ If an issue is not resolved during normal business hours, it will be logged and continued the following day. ▪ 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 	

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.

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.

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 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.

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 is 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.

Last modified 7/18/2023.

Version 2023.2

Schedule of Equipment

Schedule of Equipment

The following details and describes the equipment covered under this agreement.

Configuration Type	Configuration Name
Servers:	All servers for listed networks
Workstations:	All workstations for listed networks
Networks:	City Hall Fire Department Public Works Water Works
Special Case:	The Police Department is not covered by this agreement.

BETHANY CITY COUNCIL

From: Staci Peck, Municipal Court Administrator
Date: June 11, 2024
Subject: Consideration and Possible Action to Approve FY 2025 Jail Services Agreement with Oklahoma County Criminal Justice Authority

BACKGROUND

The City of Bethany had an agreement with Oklahoma County for jail services. The Oklahoma County Jail Facility is operated by the Oklahoma County Criminal Justice Authority as the Oklahoma County Detention Center (OCDC).

This agreement does not apply to those people transported to the OCDC for state or federal charges.

We use this agreement only when it is in the best interest of the City of Bethany to keep someone in jail for municipal charges.

The format of the financial terms of the agreement are the same as the FY 2023 agreement except the following:

Paragraph 10: The rate per day per prisoner for FY 2025 is \$211.82 for the first day, and \$61.75 for each day thereafter (*FY23 was \$56.15*).

RECOMMENDATION

1. Approve FY 2025 Jail Services Agreement with Oklahoma County Criminal Justice Authority and authorize mayor to sign the documents on behalf of the City of Bethany.

ADDITIONAL COMMENTS



OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY – CITY OF BETHANY JAIL SERVICES AGREEMENT

This Jail Services Agreement is made and entered into between the City of Bethany, Oklahoma, an Oklahoma municipality (hereafter referred to as the “City”), and the Oklahoma County Criminal Justice Authority (hereinafter referred to as “Authority”).

RECITALS

WHEREAS, Authority is public trust created pursuant to the authority of Title 60, Section 176 *et seq.* of the Oklahoma Statutes and empowered to operate the Oklahoma County Detention Center for the benefit of Oklahoma County. By the powers granted by Article VIII of the Trust Indenture and in accordance with Title 19, Section 180.43 and Section 513.2 the Authority is empowered to enter contracts as necessary to perform its duties.

WHEREAS, City is a municipality incorporated and acting under the laws of the State of Oklahoma and empowered to enter this Agreement by the powers granted by the City Charter and pursuant to Title 19, Section 180.43.

WHEREAS, this Agreement is made pursuant to the Title 74, Section 1008 of the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the premises and promises herein contained, the parties agree as follows:

ARTICLE I: GENERAL TERMS AND CONDITIONS

A. The purpose of this Agreement is to provide for the incarceration of municipal prisoners within the Oklahoma County Detention Center.

B. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meaning herein specified:

1. “City prisoner” shall be defined as any prisoner incarcerated in the Oklahoma County Detention Center solely on municipal charges, solely on a municipal conviction, and/or any other person that is otherwise held solely at the request of the law enforcement of the municipality that surrendered custody to the Detention Center.

2. “Hold for state prisoner” shall be defined as any prisoner arrested by a municipal police officer, with or without a warrant, for any alleged violation of Oklahoma state law. Hold for state prisoners will become city prisoners as defined herein when all state charges have been declined or otherwise disposed of and the prisoner is being held solely on one or more municipal charges and/or convictions.

3. “Prisoner day” shall be defined as each calendar day, or partial day, that a city prisoner is incarcerated in the Oklahoma County Detention Center.

C. The term of this Agreement shall be from the 1st day of July 2024, at 12:01 a.m., to midnight on the 30th day of June 2025, unless terminated prior thereto in accordance with Article IV.

D. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.

E. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties.

F. Title of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

ARTICLE II: OBLIGATIONS OF THE PARTIES

A. Authority agrees to provide the following jail services for the incarceration of municipal prisoners and no other:

1. Authority agrees to detain and incarcerate any person delivered to the Oklahoma County Detention Center who is classified as a city prisoner or hold for state prisoner as defined herein and who has been determined to be medically fit for incarceration by medical personnel of the Detention Center. For purposes of this Agreement, physical custody shall be deemed to pass from City to Authority only after the prisoner has been cleared as fit for incarceration by medical personnel of the Detention Center and all necessary documentation for booking of prisoners has been presented to jail staff. Until physical custody of any prisoner is transferred to Authority, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor.

2. Upon passage of physical custody of a prisoner from City, Authority agrees to provide access to adequate food, clothing, shelter, and basic on-site medical care to each prisoner until such time as the prisoner is released on bond, by order of a court, or otherwise completes service of any sentence of confinement in the Oklahoma County Detention Center.

3. Authority agrees to coordinate with municipal judges of City for the posting of bonds for city prisoners.

4. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to have access to any city prisoner or hold for state prisoner at any time while the prisoner is incarcerated at the Oklahoma County Detention Center.

5. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to assume temporary physical custody of any city prisoner from the Detention Center. Temporary physical custody of any city prisoner is transferred from Authority to City upon

presentment of the prisoner to City's employee. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

6. If a hold for state prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person. Authority will further transport the prisoner to and from the Detention Center and maintain supervision over the prisoner while care is rendered at the outside facility or until an order of release or recognizance bond is entered by a court.

7. If a city prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person and proceed as follows:

- a. If the city prisoner requires non-emergency medical care, City will take temporary physical custody of the prisoner and transport them to and from the outside medical care facility. Such transportation will be by a law enforcement vehicle or other means, including ambulance, as is necessary based upon the prisoner's medical condition.
- b. If a city prisoner requires urgent or emergency medical care, Authority will transport the prisoner to a hospital or other appropriate outside medical facility. City will assume temporary physical custody of the prisoner by providing a uniformed officer to remain with the prisoner at the hospital or outside medical facility within four (4) hours of being notified of the prisoner's need for care. Cost of transportation and supervision of the city prisoner by Authority employees prior to City's assumption of temporary physical custody will be borne by City and calculated at the following rates: (i) IRS standard mileage rate as of July 1, 2024; and (ii) staff time calculated in increments of .10 of an hour, rounded up to the next .10 hour. If City does not assume temporary physical custody within four (4) hours of being notified of the prisoner's condition, the staff time rate for Authority employees to maintain physical custody of the city prisoner will increase to \$52.50 per hour for each hour, calculated in increments of .10 of an hour and rounded up to the nearest .10 hour.
- c. If a city prisoner requires medical care from a facility outside of the Detention Center for any reason, City will be the primary party liable for all expenses incurred for medical care and related expenses of the city prisoner. City agrees to indemnify and hold harmless Authority and Oklahoma County, as its beneficiary, from any and all such expenses.

8. Authority agrees to provide jail inspection reports of the State Department of Health to City upon request.

9. Authority agrees to submit monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory and/or City Charter requirements. For compensation purposes, City's financial responsibility ends on

the date City provides Authority documentation authorizing release of a city prisoner regardless of the date of actual release of the prisoner. Compensation for the jail services described herein shall be calculated as the total of the following charges:

- a. \$211.82 for the first prisoner day for each city prisoner detained at the Oklahoma County Detention Center. This includes the first prisoner day upon which a hold for state prisoner becomes a city prisoner even though the prisoner may have been incarcerated for one or more previous days awaiting determination or disposition of all state charges.
- b. \$61.74 for the second prisoner day and every subsequent prisoner day thereafter for each city prisoner detained at the Oklahoma County Detention Center.
- c. Cost of transportation for each city prisoner transported by Authority to an outside hospital or facility for medical care as set forth herein.
- d. Cost of supervision for each city prisoner supervised by Authority employees at an outside hospital or facility for medical care as set forth herein.
- e. Actual cost of medical care rendered to a city prisoner and all related medical expenses from a facility outside of the Oklahoma County Detention Center for any reason.

11. Authority will conduct a quarterly reconciliation of City's hold for state prisoner and city prisoner booking, charging, and case disposition records to ensure accuracy of prisoner classification for purposes of City's financial responsibility under this Agreement. Authority reserves the right to assess additional charges in accordance with the rates as set forth herein for jail services for any prisoner originally classified as a hold for state prisoner and found to be prosecuted upon a municipal citation or charge arising out of the same transaction or occurrence that formed the basis for the original arrest on state charges where the state charges are declined or dismissed without disposition on the merits.

12. Nothing in this Agreement shall limit the ability of Authority to collect fees for medical services as set forth in Section 531 of Title 19 and/or Section 979a of Title 22 of the Oklahoma Statutes.

B. The duties of City under this Agreement are as follows and no other:

1. City will not present any prisoner who is in need of immediate medical care to the Oklahoma County Detention Center. A prisoner in need of immediate medical care includes, but is not limited to, one who is unconscious or semi-conscious, bleeding, or cannot answer questions concerning their health to the satisfaction of medical personnel at the Detention Center. A prisoner who indicates or shows a need for medical care must first be taken to a hospital or other medical facility from a list of providers approved by the contracted medical provider for the Detention Center. City employees must provide documentation of medical evaluation and/or treatment or refusal thereof by an approved hospital or medical facility as part of the documents required for booking and transfer of

physical custody to Authority. Failure to provide such documentation will result in rejection of the prisoner as medically unfit for detention.

2. City shall promptly notify designated employees of the Oklahoma County Detention Center of scheduled court appearances of any city prisoner. City shall assume temporary physical custody of a city prisoner for transport to and from all municipal court appearances. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

3. City employees shall at all times comply with all security and confidentiality policies provided to them by Authority and its employees. Information belonging to Authority shall be safeguarded by City as its own information of like kind, subject to disclosures required by law.

4. City will provide designated employees of Authority written notice of the filing of any one or more municipal citations or charges against a current or former hold for state prisoner arising out of the same transaction or occurrence which formed the basis for the arrest and detention of the hold for state prisoner. Notice shall include the prisoner's name, date of birth, date of arrest, state charges at the time of booking, and the case number of the municipal citation or charge.

5. City will promptly provide designated employees of Authority with documentation relevant to the detention status of any hold for state prisoner or city prisoner. Such documents shall include, but not be limited to, decline or dismissal of state charges by the District Attorney's Office, decline or dismissal of city charges by the Municipal Counselor's Office, orders of release, recognizance bonds, and Judgment and Sentences.

ARTICLE III: MODIFICATION OF AGREEMENT

This Agreement sets forth the complete understanding of the parties and supersedes previous negotiations, representations, and oral agreements between the parties and their agents. No party, agent, administrator, or their employees may alter or change the terms of this Agreement, nor shall any party be bound by any statement or representation not in conformity herewith.

The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

ARTICLE IV: CANCELLATION OF AGREEMENT

A. Any party may terminate this Agreement when it is determined to be in the party's best interest. The termination of the Agreement shall be effective thirty (30) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article X of this Agreement.

B. Upon termination of this Agreement prior to the end of the then existing term, City shall pay all amounts due to Authority for jail services rendered up to the effective termination date in accordance with the fees described in Article II hereof.

ARTICLE V: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions of the State of Oklahoma. No separate legal entity or organization is created by this Agreement. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VI: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this Agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of Authority and City. Nothing herein shall be construed as consent by the parties to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VII: NO WAIVER OF SOVERIEGN IMMUNITY

Each of the parties are political subdivisions of the state entitled to protections and immunities pursuant to the Governmental Tort Claims Act, Title 51, Section 151 *et seq.* Nothing in this Agreement is intended to or should be construed to be a waiver by any party of sovereign immunity or any other protections provided by the Governmental Tort Claims Act.

ARTICLE VIII: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

ARTICLE IX: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE X: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Oklahoma County Criminal Justice Authority
c/o Accounting Department
201 N. Shartel Ave.
Oklahoma City, OK 73102

City of Bethany
c/o Court Administrator
6714 N.W. 36th St.
Bethany, OK 73008

ARTICLE XI: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

The Oklahoma County Criminal Justice Authority

Chairman

Date

ATTEST:

County Clerk

City of Bethany

Mayor

Date

ATTEST:

City Clerk

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 16, 2024
Subject: Approval of Construction Contract with Brewer Construction Oklahoma, LLC for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd)

BACKGROUND

The City of Bethany received funds provided by the Federal Government through the American Rescue Plan Act (ARPA) totaling \$3,372,962. On October 5, 2021, the City Council dedicated the funds for much needed sewer infrastructure improvements by adopting Resolution No. 1632. On November 1, 2022, the City Council dedicated these funds for improving and replacing sanitary sewer line on Peniel Avenue.

On February 21, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design.

Bids were opened June 21, 2024. City Staff and Engineers recommend award to Brewer Construction Oklahoma, LLC in the amount of \$843,436.

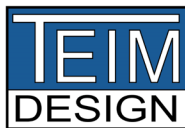
RECOMMENDATION

1. Approval of Construction Contract with Brewer Construction Oklahoma, LLC for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd) in the amount of \$843,436.00.

ADDITIONAL COMMENTS

Funding to come from the Federal ARPA Grant

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



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

July 1, 2024

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

Re: Peniel Avenue Sanitary Sewer Improvements
NW 25th Street to NW 32nd Street

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, December 21, 2023, and all bid bonds and affidavits were found to be in order. All the bids were tabulated from the detailed bid forms as follows:

Brewer Construction Oklahoma, LLC	\$843,436.00
Matthews Trenching Co., Inc.	\$1,106,500.00
Downey Contracting, LLC	\$1,278,672.00
Circle B Underground, LLC	\$1,562,505.00
Engineer's Estimate	\$966,850.00

Therefore, we recommend the award of the contract to Brewer Construction Oklahoma, LLC for the total bid price in the amount of \$843,436.00.

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

BID TAB - JUNE 21, 2024
 BETHANY - PENIEL AVE SEWER IMPROVEMENTS (NW 25TH TO NW 32ND STREET)

Summary of Pay Quantities - BASE BID				Engineer's Estimate		Brewer Construction OK, LLC		Matthews Trenching Co., Inc.		Downey Contracting, LLC		Circle B Underground, LLC	
Item Number	Title	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1	lump sum	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$24,917.00	\$24,917.00
2	SEDIMENT AND EROSION CONTROL	1	lump sum	\$5,000.00	\$5,000.00	\$5,520.00	\$5,520.00	\$2,500.00	\$2,500.00	\$8,223.00	\$8,223.00	\$10,500.00	\$10,500.00
3	TRENCH EXCAVATION AND BACKFILL - ZERO (0 FT) TO TEN (10 FT)	3,880	linear foot	\$40.00	\$155,200.00	\$61.00	\$236,680.00	\$10.00	\$38,800.00	\$88.00	\$341,440.00	\$126.00	\$488,880.00
4	TRENCH EXCAVATION AND BACKFILL - ZERO (0 FT) TO FIFTEEN (15 FT)	20	linear foot	\$75.00	\$1,500.00	\$72.00	\$1,440.00	\$50.00	\$1,000.00	\$139.00	\$2,780.00	\$420.00	\$8,400.00
5	EMBEDMENT MATERIAL	700	cubic yard	\$65.00	\$45,500.00	\$75.00	\$52,500.00	\$65.00	\$45,500.00	\$101.00	\$70,700.00	\$106.00	\$74,200.00
6	AGGREGTE BASE (TYPE 'A')	2,350	cubic yard	\$55.00	\$129,250.00	\$60.00	\$141,000.00	\$65.00	\$152,750.00	\$119.00	\$279,650.00	\$120.00	\$282,000.00
7	BORING - CASING (16 INCH)	40	linear foot	\$450.00	\$18,000.00	\$437.00	\$17,480.00	\$450.00	\$18,000.00	\$468.00	\$18,720.00	\$336.00	\$13,440.00
8	ASPHALTIC CONCRETE TYPE "S5" (PG64-22OK)	100	ton	\$225.00	\$22,500.00	\$242.00	\$24,200.00	\$400.00	\$40,000.00	\$386.00	\$38,600.00	\$210.00	\$21,000.00
9	ASPHALTIC CONCRETE TYPE "S3" (PG64-22OK)	200	ton	\$250.00	\$50,000.00	\$164.00	\$32,800.00	\$325.00	\$65,000.00	\$290.00	\$58,000.00	\$263.00	\$52,600.00
10	SANITARY SEWER FORCEMAIN (AWWA C900 DR14) (6 INCH)	710	linear foot	\$65.00	\$46,150.00	\$32.00	\$22,720.00	\$140.00	\$99,400.00	\$23.00	\$16,330.00	\$25.00	\$17,750.00
11	SANITARY SEWER FORCEMAIN (AWWA C900 DR14) (8 INCH)	3,245	linear foot	\$85.00	\$275,825.00	\$38.00	\$123,310.00	\$150.00	\$486,750.00	\$37.00	\$120,065.00	\$42.00	\$136,290.00
12	NOT USED	0	each	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
13	ABANDONING SEWER	55	cubic yard	\$60.00	\$3,300.00	\$287.00	\$15,785.00	\$325.00	\$17,875.00	\$727.00	\$39,985.00	\$131.00	\$7,205.00
14	NOT USED	0	linear foot	\$12.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
15	SEWER LEAKAGE TEST (6 INCH) (<24IN) (FORCE MAIN)	1	lump sum	\$2,500.00	\$2,500.00	\$2,059.00	\$2,059.00	\$2,000.00	\$2,000.00	\$4,175.00	\$4,175.00	\$3,675.00	\$3,675.00
16	SEWER LEAKAGE TEST (8 INCH) (<24IN) (FORCE MAIN)	1	lump sum	\$7,500.00	\$7,500.00	\$4,680.00	\$4,680.00	\$3,500.00	\$3,500.00	\$5,857.00	\$5,857.00	\$10,500.00	\$10,500.00
17	STEEL CASING PIPE (16 INCH)	40	linear foot	\$200.00	\$8,000.00	\$150.00	\$6,000.00	\$300.00	\$12,000.00	\$128.00	\$5,120.00	\$111.00	\$4,440.00
18	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1	lump sum	\$7,500.00	\$7,500.00	\$14,238.00	\$14,238.00	\$15,000.00	\$15,000.00	\$5,685.00	\$5,685.00	\$10,500.00	\$10,500.00
19	GPS AS-BUILT SURVEY	1	lump sum	\$7,500.00	\$7,500.00	\$4,550.00	\$4,550.00	\$5,000.00	\$5,000.00	\$6,900.00	\$6,900.00	\$8,925.00	\$8,925.00
20	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	lump sum	\$10,000.00	\$10,000.00	\$14,013.00	\$14,013.00	\$15,000.00	\$15,000.00	\$17,250.00	\$17,250.00	\$36,750.00	\$36,750.00
21	MOBILIZATION (SP)	1	lump sum	\$85,000.00	\$85,000.00	\$39,750.00	\$41,500.00	\$5,000.00	\$5,000.00	\$66,864.00	\$66,864.00	\$147,000.00	\$147,000.00
22	ASPHALT PAVEMENT REMOVAL	1,700	square yard	\$20.00	\$34,000.00	\$18.00	\$30,600.00	\$7.00	\$11,900.00	\$64.00	\$108,800.00	\$32.00	\$54,400.00
23	PAVEMENT CUT AND PERMENANT REPAIR (CONCRETE) (W/REBAR)	65	square yard	\$325.00	\$21,125.00	\$114.00	\$7,410.00	\$350.00	\$22,750.00	\$229.00	\$14,885.00	\$315.00	\$20,475.00
24	NOT USED	0	each	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
25	SOLID SLAB SODDING (U-3 BERMUDA)	45	square yard	\$8.00	\$360.00	\$28.00	\$1,260.00	\$15.00	\$675.00	\$10.00	\$450.00	\$21.00	\$945.00
26	6IN GATE VALVE & VALVE BOX	1	each	\$2,750.00	\$2,750.00	\$2,239.00	\$2,239.00	\$2,500.00	\$2,500.00	\$1,648.00	\$1,648.00	\$2,661.00	\$2,661.00
27	6IN X 45 DEGREE BEND (DIP) COMPACT (MJ)	4	each	\$815.00	\$3,260.00	\$1,274.00	\$5,096.00	\$1,200.00	\$4,800.00	\$970.00	\$3,880.00	\$1,241.00	\$4,964.00
28	8IN X 45 DEGREE BEND (DIP) COMPACT (MJ)	4	each	\$1,080.00	\$4,320.00	\$1,607.00	\$6,428.00	\$1,500.00	\$6,000.00	\$1,395.00	\$5,580.00	\$1,715.00	\$6,860.00
29	6IN X 11 1/4 DEGREE BEND (DIP) COMPACT (MJ)	2	each	\$680.00	\$1,360.00	\$1,261.00	\$2,522.00	\$1,200.00	\$2,400.00	\$990.00	\$1,980.00	\$1,230.00	\$2,460.00
30	8IN X 11 1/4 DEGREE BEND (DIP) COMPACT (MJ)	8	each	\$800.00	\$6,400.00	\$1,581.00	\$12,648.00	\$1,550.00	\$12,400.00	\$1,368.00	\$10,944.00	\$1,684.00	\$13,472.00
31	SANITARY SEWER MANHOLE REHABILITATION	14	vertical feet	\$325.00	\$4,550.00	\$621.00	\$8,694.00	\$850.00	\$11,900.00	\$1,501.00	\$21,014.00	\$6,668.00	\$93,352.00
32	8IN GATE VALVE & VALVE BOX	1	each	\$3,500.00	\$3,500.00	\$3,064.00	\$3,064.00	\$3,600.00	\$3,600.00	\$2,397.00	\$2,397.00	\$3,944.00	\$3,944.00
TOTAL BID PRICE					\$966,850.00		\$843,436.00		\$1,106,500.00		\$1,278,672.00		\$1,562,505.00

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 16th day of July, 2024, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Brewer Construction Oklahoma, LLC, hereinafter called "Contractor."

WITNESSETH:

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

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

PENIEL AVENUE SANITARY SEWER IMPROVEMENTS NW 25TH STREET TO NW 32ND STREET

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

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

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

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

Eight hundred forty three thousand four hundred thirty six and 00/100 Dollars (\$843,436.00).

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

1. **Incorporation of Bidding Documents.** This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. **Engagement of Contractor.** The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

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

If to the City:

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

If to Contractor:

Brewer Construction Oklahoma, LLC
8301 SW 8th Street
Oklahoma City, Oklahoma 73128

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Brewer Construction Oklahoma, LLC,
Contractor

a(n) LLC



Signature

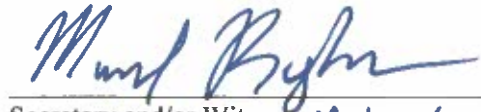
Kevin Brewer

Printed Name

Manager

Title

ATTEST:



Secretary and/or Witness

Michael Rybicki

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of OKlahom)

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

Kevin Brewer

Signature
Kevin Brewer Manager
Printed Name/Title

Subscribed and sworn to before me this 28 day of June, 2024

(SEAL)

Susan E. Morris
Notary Public

My Commission Expires: 9/13/27
My Commission Number: 19009322



CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Eight hundred forty three thousand four hundred thirty six dollars and zero cents (\$843,436.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 25th day of June, A.D., 20 24.

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

**PENIEL AVENUE SANITARY SEWER IMPROVEMENTS
NW 25TH STREET TO NW 32ND STREET
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of July, 2024, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Brewer Construction Oklahoma, LLC

ATTEST:

Maury Ryker
Secretary *witness*

By *Kevin Brewer*
Principal

Kevin Brewer Manager

ATTEST:

Donna L. Baker
Secretary

By *Jasmine Stephens*
Surety Jasmine Stephens, Attorney-In-Fact

Approved as to form this ____ day of _____, A.D., 20_24_.

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Eight hundred forty three thousand four hundred thirty six dollars and zero cents (\$843,436.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of One hundred twenty six thousand five hundred fifteen dollars and forty cents (\$126,515.40), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 25th day of June, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Brewer Construction Oklahoma, LLC and the CITY OF BETHANY dated this 16th day of July, 2024, agreed to construct in the City of Bethany:

**PENIEL AVENUE SANITARY SEWER IMPROVEMENTS
NW 25TH STREET TO NW 32ND STREET
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

Brewer Construction Oklahoma, LLC

ATTEST:

Muel Rybin
Secretary *witness*

By [Signature]
Principal

Kevin Brewer Manager

ATTEST:

Donna L. Baker
Secretary

By Jasmine Stephens
Surety Jasmine Stephens, Attorney-In-Fact

Approved as to form this ____ day of _____, A.D., 20 24.

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Eight hundred forty three thousand four hundred thirty six dollars and zero cents (\$843,436.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 25th day of June, A.D., 20 24.

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

**PENIEL AVENUE SANITARY SEWER IMPROVEMENTS
NW 25TH STREET TO NW 32ND STREET
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of July, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:

Mund Ryburn
~~Secretary~~ *Witness*

Brewer Construction Oklahoma, LLC

By [Signature]
Principal

ATTEST:

Clonna L Baker
Secretary

Kevin Brewer Manager

By Jasmine Stephens
Surety ~~Jasmine Stephens, Attorney-In-Fact~~

Approved as to form this ___ day of _____, A.D., 20_24_.

City Attorney

Agenda: 07/16/2024

Item: 6

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 16, 2024
Subject: Approval of Construction Contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-H (Peniel from NW 25th to NW 30th)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1 that included Proposition 1-H (Peniel from NW 25th to NW 30th):

On November 15, 2022, the City of Bethany entered into a contract for engineering and design services with TEIM Design.

Bids were opened June 21, 2024. City Staff and Engineers recommend award to All Roads Paving, Inc. in the amount of \$329,177.74.

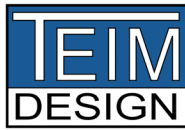
RECOMMENDATION

1. Approval of Construction Contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-H (Peniel from NW 25th to NW 30th) in the amount of \$329,177.74.

ADDITIONAL COMMENTS

Funding is from G.O. Bond Proposition 1





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

July 1, 2024

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

Re: Pavement Improvement Project
G.O. Bond Proposition 1-H – N. Peniel Avenue from NW 25th to NW 30th Street

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, June 21, 2024, and all bid bonds and affidavits were found to be in order. All the bids were tabulated from the detailed bid forms as follows:

All Roads Paving, Inc.	\$329,177.74
Rudy Construction Co.	\$345,916.00
Parathon Construction, LLC	\$350,647.00
CGC, LLC	\$459,197.00
Engineer's Estimate	\$499,484.00

Therefore, we recommend the award of the contract to All Roads Paving, Inc. for the total bid price in the amount of \$329,177.74.

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 16th day of July, 2024, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and All Roads Paving, Inc., hereinafter called "Contractor."

WITNESSETH:

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

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

PAVEMENT IMPROVEMENT PROJECT

G.O. BOND PROPOSITION 1-H (N. PENIEL AVE. FROM NW 25TH TO NW 30TH)

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

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

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

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

Three hundred twenty nine thousand one hundred seventy seven and 74/100 Dollars (\$329,177.74).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and

conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

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

If to the City:

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

If to Contractor:

All Roads Paving, Inc.
10200 NW 10th Street
Oklahoma City, Oklahoma 73127

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

All Roads Paving, Inc.,
Contractor

a(n) Inc.




Signature
Gerald Barnett

Printed Name
VICE PRESIDENT

Title

ATTEST:



Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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

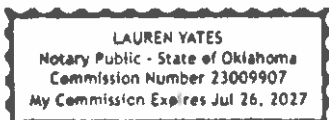
Brent Barrett
Signature
Brent Barrett Vice President
Printed Name/Title

Subscribed and sworn to before me this 26th day of June, 2024.

(SEAL)

Lauren Yates
Notary Public

My Commission Expires: July 26, 2027
My Commission Number: 23004907



CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Three hundred twenty nine thousand one hundred seventy seven dollars and seventy four cents (\$329,177.74) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of July, A.D., 2024.

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

**PAVEMENT IMPROVEMENT PROJECT
G.O. BOND PROPOSITION 1-H (N. PENIEL AVE. FROM NW 25TH TO NW 30TH)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of July, 2024, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

All Roads Paving, Inc.

ATTEST:

Maria B. Yates
Secretary

By [Signature]
Principal



Granite Re, Inc.

ATTEST:

Brianna Tislow
Secretary
Brianna Tislow, Witness

By [Signature]
Surety
Becky Killman, Attorney-in-Fact



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

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Three hundred twenty nine thousand one hundred seventy seven dollars and seventy four cents (\$329,177.74), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of July, A.D., 2024.

The conditions of this obligation are such, that whereas, the above Bonded Principal All Roads Paving, Inc. is the lowest and best bidder for the making of the following municipal work and improvements, viz:

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-H (N. PENIEL AVE. FROM NW 25TH TO NW 30TH)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of July, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:

Mina B. Yates
Secretary

All Roads Paving, Inc.

By [Signature]
Principal

ATTEST:

Brianna Tislow
Secretary; Brianna Tislow, Witness

Granite Re, Inc.

By Becky Killman
Surety; Becky Killman, Attorney in Fact

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

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Three hundred twenty nine thousand one hundred seventy seven dollars and seventy four cents (\$329,177.74), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Forty nine thousand three hundred seventy six dollars and sixty six cents (\$49,376.66), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of July, A.D., 20 24.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between All Roads Paving, Inc. and the CITY OF BETHANY dated this 16th day of July, 2024, agreed to construct in the City of Bethany:

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-H (N. PENIEL AVE. FROM NW 25TH TO NW 30TH)
BETHANY, OKLAHOMA**

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

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

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

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

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

All Roads Paving, Inc.

ATTEST:

Aria B. Yates
Secretary

By [Signature]
Principal



Granite Re, Inc.

ATTEST:

Brianna Tislow
Secretary Brianna Tislow, Witness

By [Signature]
Surety Becky Killman, Attorney-in-Fact



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

City Attorney

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN; FAITH BURLESON for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN; FAITH BURLESON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)






Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





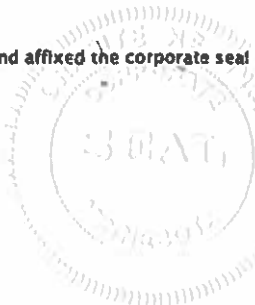
Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16th day of July, 2024.





Kyle P. McDonald, Assistant Secretary

Agenda: 7/16/2024

Item: 7

BETHANY CITY COUNCIL

From: John Reid, Chief of Police
Date: July 10, 2024
Subject: 2023 Used Dodge Durango Investigations Vehicle

BACKGROUND

The Police Department is continuing to update its fleet. This vehicle will be assigned to the investigations division of the police department. The vehicle will be purchased using the vehicle impound funds. This will replace the 2013 Chevrolet Tahoe with 115,000 miles currently assigned to investigations. The 2013 Chevrolet Tahoe with 115,000 miles will be assigned as a pool car.

The used Dodge Durango will be a 2022 with less than 50,000 miles. The vehicle will come with interior emergency lighting, and siren system. The cost of the 2022 Dodge Durango is \$34,250.00.

RECOMMENDATION

1. Approve the purchase of a used 2022 Dodge Durango Command Staff vehicle from the Kansas Highway Patrol as presented for \$34,250.00.

ADDITIONAL COMMENTS

Additional Quotes Attached

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

BETHANY POLICE DEPARTMENT
QUOTATION SHEET (FOR PURCHASES OF \$800+)

PRODUCT/SERVICE: Purchase of 2022 Dodge Durango Police Unit – Funds available from 010-505.0-201
 Impound fund

VENDOR 1	VENDOR 2	VENDOR 3
COMPANY NAME: Kansas Highway Patrol	COMPANY NAME: Vandergriff Honda	COMPANY NAME: John Holt Chevrolet
ADDRESS: Topeka, Kansas 66616	ADDRESS: 1104 W. I-20 Arlington, Tx. 76017	ADDRESS: 2501 US 81 Chickasha, OK. 73018
TELEPHONE NUMBER: (785) 368- 8701	TELEPHONE NUMBER: (817) 533-4266	TELEPHONE NUMBER: (405) 825-1706
CONTACT PERSON: Larry Lewis	CONTACT PERSON: Online sales	CONTACT PERSON: Online sales
TOTAL PURCHASE PRICE: \$34,250.00 49,500 miles	TOTAL PURCHASE PRICE: \$34,499.00 53,843 miles	TOTAL PURCHASE PRICE: \$34,988 59,779 miles
DATE OF QUOTE: 07-03-24	DATE OF QUOTE: 07-08-24	DATE OF QUOTE: 07-08-24
QUOTE OBTAINED BY: Meek	QUOTE OBTAINED BY: Meek	QUOTE OBTAINED BY: Meek

AWARDED TO: _____

DATE: _____

APPROVED BY: _____

Kansas Highway Patrol

Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535



KANSAS HIGHWAY PATROL

Agency	City of Bethany	Invoice #:	Temporary
Address	6700 NW 36th Street	Date:	7/3/2024
City	Bethany	State	OK
	Zip		73008
		PO#:	
		Check #:	
Phone	405-787-7651 Ext 202	Email	CMeek@bethanypd.org
		Attn:	Deputy Chief Chad Meek

Model Year	Description	Unit #	Qty	Unit Price	Total
2022	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, automatic temp control & alloy wheels	10428	1	\$33,250.00	\$33,250.00
	*Used Interior Lights		1	\$600.00	\$600.00
	*Used Siren System		1	\$400.00	\$400.00
	Color: Black VIN: 1C4SDJFT2NC192421 Mileage: Under 50000				
Page Total					\$34,250.00

Invoice Total **\$34,250.00**

Purchasers Signature _____

Date _____

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed

City of Bethany General Fund
Statement of Revenues and Expense
June 2024

AGENDA: 07/16/2024
ITEM: 10 (A)

Revenues

	2023-2024	June	Year to Date	Year to Date	Budget
	Annual Budget	Revenue	Revenue	Percentage of Budget	Remaining
SALES TAX 82.5% DEDICATED	4,915,581.00	388,225.00	4,926,726.00	100.23%	-11,145.00
USE TAX REVENUE	1,340,722.00	118,501.00	1,526,456.00	113.85%	-185,734.00
HOTEL TAX REVENUE	53,583.00	5,207.00	51,530.00	96.17%	2,053.00
CABLE FRANCHISE TAX REVENUE	105,852.00	0.00	75,553.00	71.38%	30,299.00
PHONE FRANCHISE TAX REVENUE	24,038.00	4.00	40,702.00	169.32%	-16,664.00
UTILITY FRANCHISE TAX REVENUE	751,061.00	37,210.00	687,399.00	91.52%	63,662.00
OCCUPATIONAL LICENSE REVENUE	28,119.00	15,375.00	51,962.00	184.79%	-23,843.00
BUILDING PERMIT REVENUE	28,246.00	31,005.00	72,711.00	257.42%	-44,465.00
INSPECTION PERMIT REVENUE	33,446.00	2,328.00	51,045.00	152.62%	-17,599.00
ZONING PERMITS	1,094.00	0.00	0.00	0.00%	1,094.00
ANIMAL LICENSE REVENUE	0.00	193.00	662.00	0.00%	-662.00
ABATEMENT REVENUE	0.00	0.00	7,964.00	0.00%	-7,964.00
MOTOR FUEL TAX REVENUE	37,049.00	0.00	21,515.00	58.07%	15,534.00
COMMERCIAL VEH TAX REVENUE	139,694.00	14,483.00	149,206.00	106.81%	-9,512.00
CIGARETTE TAX REVENUE	42,592.00	3,511.00	37,412.00	87.84%	5,180.00
ALCOHOL BEVERAGE TAX REVENUE	57,391.00	4,725.00	54,137.00	94.33%	3,254.00
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	39,600.00	150.00%	-13,200.00
EMERGENCY MEDICAL CALL SVC FEE	279,415.00	23,512.00	281,302.00	100.68%	-1,887.00
STORMWATER COMPLIANCE FEE	323,352.00	27,157.00	324,829.00	100.46%	-1,477.00
CEMETARY LOT SALES REVENUE	34,200.00	1,250.00	20,150.00	58.92%	14,050.00
MINERAL RIGHTS & ROYALTIES REV	34,853.00	971.00	12,044.00	34.56%	22,809.00
POLICE FINES & COURT COST REV	813,252.00	63,043.00	735,739.00	90.47%	77,513.00
INTEREST INCOME	13,515.00	1.00	33,838.00	250.37%	-20,323.00
MISCELLANEOUS REVENUE	108,290.00	7,359.00	57,088.00	52.72%	51,202.00
REIMBURSEMENT REVENUE	30,386.00	0.00	13,668.00	44.98%	16,718.00
CREDIT CARD FEES	102,913.00	8,744.00	102,492.00	99.59%	421.00
GRANT REVENUE	134,000.00	10,947.00	28,210.00	21.05%	105,790.00
SALE OF ASSETS	0.00	0.00	10,000.00	0.00%	-10,000.00
SETTLEMENT PROCEEDS	0.00	0.00	101,735.00	0.00%	-101,735.00
ECONOMIC DEV PROMO & EVENT RE	0.00	0.00	120.00	0.00%	-120.00
OMAG WORKER'S COMP REFUNDS	48,483.00	0.00	8,946.00	18.45%	39,537.00
Total Revenues	9,507,527.00	763,751.00	9,524,741.00	100.18%	-17,214.00
Transfers In	2,328,894.00	179,163.00	2,243,746.00	96.34%	85,148.00
Total Revenues and Transfers In	11,836,421.00	942,914.00	11,768,487.00	99.43%	67,934.00

Expenses

	2023-2024 Annual Budget	June Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	1,039,918.00	65,629.00	884,192.00	85.03%	155,726.00
02.0-FINANCE	429,104.00	25,543.00	399,445.00	93.09%	29,659.00
03.0-MUNICIPAL COURT	620,081.00	36,773.00	501,961.00	80.95%	118,120.00
04.0-ENGINEERING	209,000.00	0.00	158,005.00	75.60%	50,995.00
05.0-POLICE	4,699,604.00	392,058.00	4,450,128.00	94.69%	249,476.00
06.0-FIRE	2,910,684.00	210,132.00	2,929,311.00	100.64%	-18,627.00
07.0-COMMUNITY DEV	620,108.00	45,123.00	516,242.00	83.25%	103,866.00
08.1-PW ADMIN	190,503.00	12,706.00	152,955.00	80.29%	37,548.00
08.2-STREETS	1,215,182.00	68,191.00	970,178.00	79.84%	245,004.00
08.4-FLEET MAINT	133,624.00	15,022.00	95,299.00	71.32%	38,325.00
08.5-PARKS	600,557.00	44,416.00	492,371.00	81.99%	108,186.00
98.0-CONTINGENCY	606,000.00	1,200.00	96,200.00	0.00%	509,800.00
TOTAL EXPENDITURES	13,274,365.00	916,793.00	11,646,287.00	87.74%	1,628,078.00
Transfers Out	790,613.00	0.00	790,613.00	100.00%	0.00
Total Expenses and Transfers Out	14,064,978.00	916,793.00	12,436,900.00	88.42%	1,628,078.00
Revenues over (under) expenses	-2,228,557.00	26,121.00	-668,413.00	29.99%	-1,560,144.00

Bethany Public Works Authority
Statement of Revenues and Expenses
June 2024

Revenues

	2023-2024 Annual Budget	June Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	155,328.00	9,498.00	190,766.00	122.81%	-35,438.00
COMMERCIAL PENALTY REVENUE	60,000.00	2,430.00	29,669.00	49.45%	30,331.00
SOLID WASTE REVENUE	2,985,427.00	253,980.00	3,008,561.00	100.77%	-23,134.00
WATER REVENUE	4,133,140.00	364,639.00	4,020,290.00	97.27%	112,850.00
WATER TAP REVENUE	2,513.00	3,945.00	53,462.00	2127.42%	-50,949.00
SEWER REVENUE	3,025,164.00	335,882.00	3,473,253.00	114.81%	-448,089.00
SEWER TAP REVENUE	257.00	100.00	3,100.00	1206.23%	-2,843.00
INTEREST INCOME	116,187.00	6,998.00	300,828.00	258.92%	-184,641.00
LEASE REVENUE	149,091.00	7,566.00	177,805.00	119.26%	-28,714.00
SCRAP METAL REVENUE	0.00	0.00	2,451.00	0.00%	-2,451.00
GRANT REVENUE	0.00	0.00	1,328,446.00	100.00%	-1,328,446.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	0.00
*** TOTAL REVENUE ***	10,627,107.00	985,038.00	12,588,631.00	118.46%	-1,961,524.00
Total Revenues and Transfers In	10,627,107.00	985,038.00	12,588,631.00	118.46%	-1,961,524.00

Expenses

	2023-2024 Annual Budget	June Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	538,847.00	35,971.00	504,112.00	93.55%	34,735.00
08.1-BPWA ADMIN	208,003.00	13,414.00	168,827.00	81.17%	39,176.00
08.3-BPWA SANITATION	2,169,476.00	134,644.00	1,829,311.00	84.32%	340,165.00
08.4-BPWA FLEET MAINT	133,624.00	5,233.00	23,810.00	17.82%	109,814.00
12.0-BPWA WATER PLANT	2,319,311.00	158,135.00	2,087,849.00	90.02%	231,462.00
12.1-BPWA WATER LINE	532,500.00	36,530.00	418,196.00	78.53%	114,304.00
12.2-BPWA SEWER LINE	2,200,400.00	255,641.00	1,577,322.00	71.68%	623,078.00
97.0-DEBT SERVICE INTERST EXP	250,000.00	9,110.00	204,856.00	81.94%	45,144.00
98.0-CONTINGENCY	59,500.00	0.00	0.00	0.00%	59,500.00
99.0-TRANSFERS OUT	2,150,000.00	176,163.00	2,147,000.00	99.86%	3,000.00
Total Expenses and Transfers Out	10,561,661.00	824,841.00	8,961,283.00	84.85%	1,600,378.00
DEBT SERVICE PRINCIPAL	1,235,614.00	80,000.00	1,235,146.00	99.96%	468.00
Revenues over (under) Expenses/Debt Service	-1,170,168.00	80,197.00	2,392,202.00	-204.43%	-3,562,370.00

City of Bethany
Capital Improvement Fund
Statement of Revenue And Expense
June 2024

Revenues

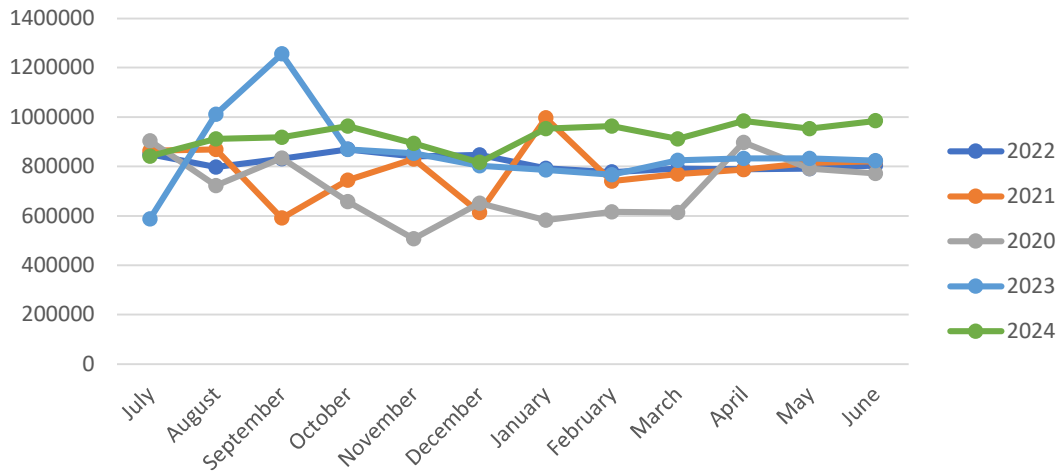
	2023-2024 Annual Budget	June Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	1,056,773.00	82,351.00	1,045,063.00	98.89%	11,710.00
INTEREST REVENUE	1,438.00	0.00	4,081.00	283.80%	-2,643.00
TRANSFER FROM GF	648,613.00	90,613.00	648,613.00	100.00%	0.00
MISCELLANEOUS REVENUE	365,289.00	0.00	365,289.00	100.00%	0.00
GRANT REVENUE	924,875.00	0.00	309,384.00	0.00%	615,491.00
Total Revenue	2,996,988.00	172,964.00	2,372,430.00	79.16%	624,558.00

Expenses

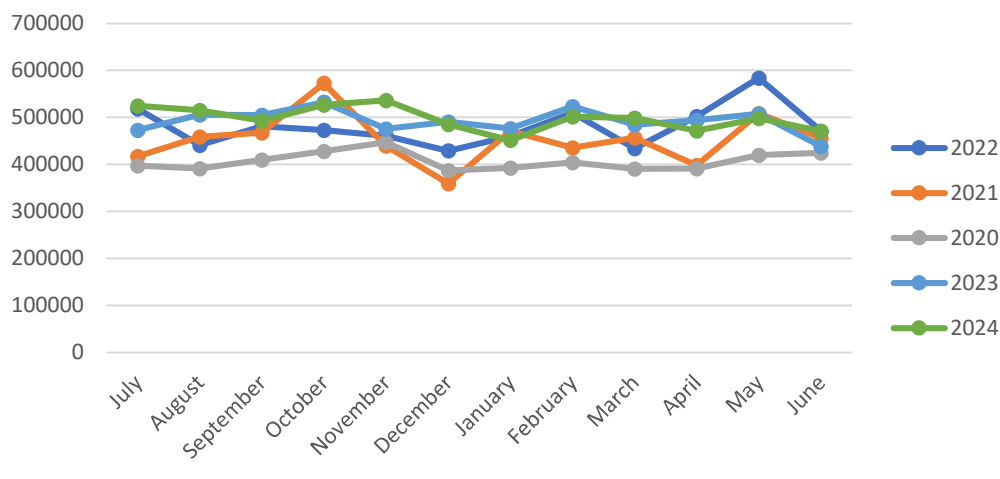
	2023-2024 Annual Budget	June Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
RIPPER PARK POOL	90,000.00	0.00	89,489.00	99.43%	511.00
CDBG GRANT MATCH	345,463.00	0.00	344,586.00	99.75%	877.00
31ST STREET LIFT STATION	214,000.00	956.00	956.00	0.00%	213,044.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	0.00	0.00%	85,000.00
SANITATION TRUCK	235,624.00	0.00	231,600.00	98.29%	4,024.00
CRRSAA ROCKWELL PROJECT	695,661.00	1,880.00	72,420.00	10.41%	623,241.00
CITY HALL HVAC REPLACEMENT	58,600.00	0.00	24,587.00	41.96%	34,013.00
PW 1/2 TON TRUCK W/ TOMMY LIF	37,400.00	0.00	37,504.00	100.28%	-104.00
STREETS 1 TON TRUCK W/ DUMP	65,035.00	64,603.00	64,603.00	99.34%	432.00
DISPATCH CONSOLE	95,000.00	91,966.00	91,966.00	96.81%	3,034.00
PW MINI TRAC LOADER	32,000.00	0.00	31,316.00	97.86%	684.00
ODOT/SNU PROJECT	507,402.00	0.00	507,402.00	100.00%	0.00
REPLACEMENT DUMPSTERS	54,900.00	0.00	52,925.00	96.40%	1,975.00
RIPPER PARK IMPROVEMENTS	92,000.00	0.00	2,505.00	2.72%	89,495.00
RON CLARK DOG PARK	40,000.00	0.00	0.00	0.00%	40,000.00
COMM. DEV. TRUCK	40,000.00	0.00	39,602.00	99.01%	398.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
PW ZTR MOWER	20,000.00	0.00	18,654.00	93.27%	1,346.00
PW FLAIL MOWER	9,000.00	0.00	0.00	0.00%	9,000.00
Total Capital Projects	2,737,085.00	159,405.00	1,610,115.00	58.83%	1,126,970.00

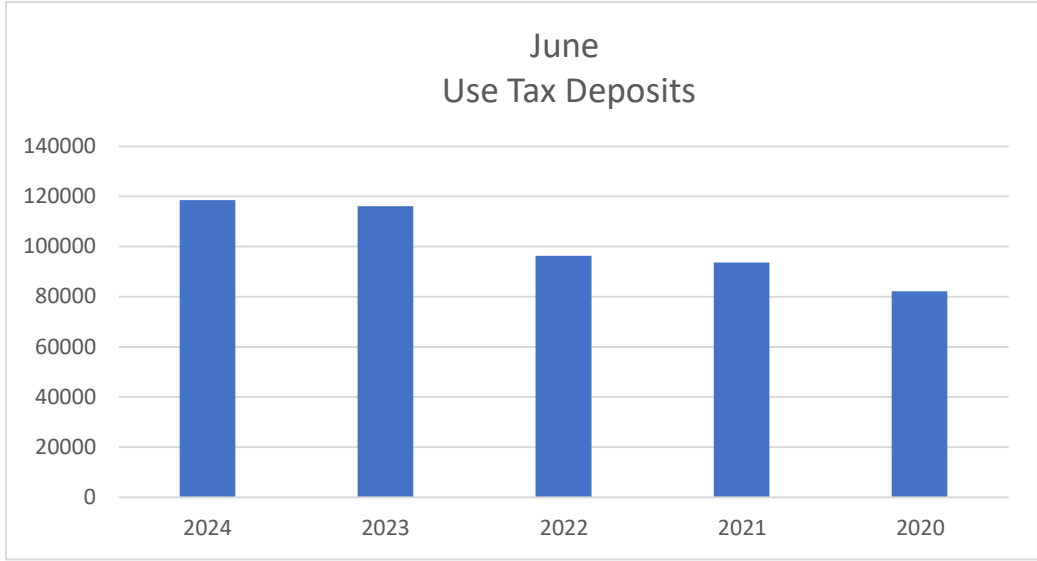
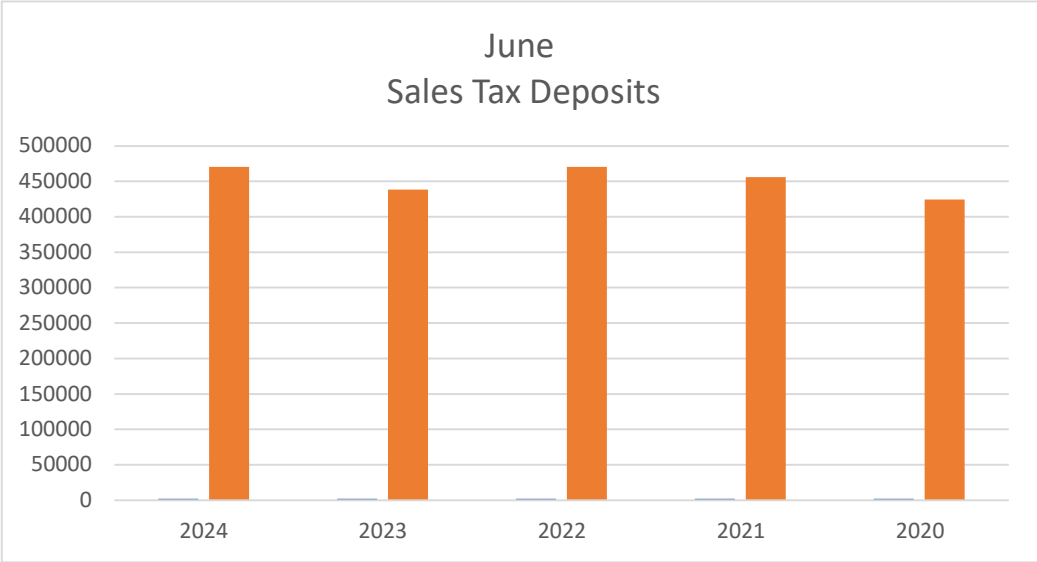
Revenues Over (under) Expenses	259,903.00	13,559.00	762,315.00	293.31%	-502,412.00
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Public Works Authority Monthly Income



Monthly Sales Tax Income





**Bethany/Warr Acres Public Works Authority
Financial Statement Summary
Year-To-Date for the Period Ending June 30, 2024**

	GENERAL FUND		91.67% OF BUDGET
	<u>BUDGET</u>	<u>ACTUAL</u>	
BEGINNING FUND BALANCE	\$1,385,434	\$1,385,434	
REVENUES	\$7,650,000	\$3,325,013	43.46%
EXPENDITURES	<u>-\$8,666,115</u>	<u>-\$4,036,926</u>	46.58%
REVENUES OVER (UNDER) EXPENDITURES	\$369,319	\$673,521	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
NET OTHER	\$0	\$0	
INCREASE (DECREASE) TO BEGINNING FUND BALANCE	-\$1,016,115	-\$711,913	
ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)	\$369,319	\$673,521	
BUDGETED RESERVE	<u>\$0</u>	<u>\$0</u>	
ENDING FUND BALANCE	\$369,319	\$673,521	
ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES	4.83%	8.80%	

Amount of budgetary fund balance carried over from the end of the prior year.

This % is a basic measure of where the fund should be year-to-date compared to budget.

Indicates the current budget, as adopted, plans on collecting this amount of revenues in excess of planned expenditures, thereby increasing the fund balance to an acceptable percentage by the end of the fiscal year.

This represents the amount by which fund revenues are more than expenditures prior to net transfers (subsidies) from other funds.

This indicates the fund has received revenues that are more or less than year-to-date expenditures by this amount. It is the year-to-date fund balance.

This amount is considered the fund's percentage of unappropriated (budget) and unexpended (actual) fund balance reserves.

This amount reflects the uncommitted fund balance at the end of the month. This amount should never go below \$0 per State law.

NOTICE: On Thursday, June 27, 2024, at or before 4:59 p.m., agenda was posted at the front doors 13of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, JULY 2, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	Teim Design Engineer
	(See Roster)	

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 7:20 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 18, 2024, 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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Plank to approve the Consent Docket as presented. Yes votes: Plank,

Knapp, Powell, Palmer, Smart, McPhail, Lloyd, Magirowsky, Larsen. No
Votes: None. Motion approved.

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL JULY 16, 2024**.

Chairman Lloyd adjourned the Bethany Public Works meeting at 7:21 P.M. until July 16, 2024.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: July 11, 2024
Subject: Claims list for the 07/16/2024 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 255,472.95
TOTAL	\$ 255,472.95

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,099,283.40
Bethany Public Works Authority	\$ 255,472.95
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ 1,282.43
TOTAL	\$ 1,356,038.78

RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51164	10-3436	BANCFIRST	2013 REV. NOTE	7/2024	AUG 2024	80,000.00
DEPARTMENT TOTAL:						80,000.00
DEPARTMENT: 02.0		FINANCE				
24-50887	10-005321	AMAZON CAPITAL SERVICES,	INPAPER, STAPLER, BATTERY	6/2024	11qk-fyl3-qxtq	66.62
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	6/2024	118202	1,238.75
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	39.14
24-48312	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	6/2024	025-471315	221.70
24-49667	10-1715	TYLER TECHNOLOGIES	ONLINE PYMTS FEE	6/2024	025-470761	10,181.25
24-50806	10-3196	IMAGENET CONSULTING, LLC	CS COMPUTER FOR AUDITOR	6/2024	INV960889-	1,555.83
DEPARTMENT TOTAL:						13,303.29
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	456.30
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	11.16
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	182.59
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	286.72
DEPARTMENT TOTAL:						936.77
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
24-51026	10-005321	AMAZON CAPITAL SERVICES,	INMALLETS & GATORADE	6/2024	8742639	30.62
24-51012	10-005992	AEG PETROLEUM	100 GALS OF DEF FLUID	6/2024	870478	296.65
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	72.54
24-50929	10-0202	WASTE CONNECTIONS, INC	PW ROLL OFFS FOR JUNE	6/2024	3276932V013	7,820.52
25-51055	10-0225	GENUINE PARTS	SPINDLE NUT SOCKET	7/2024	7092-064174	53.68
24-50763	10-0812	J & R EQUIPMENT LLC	DX&POSSIBLEREPAIRUNIT98	6/2024	01W5801	11,998.57
24-50945	10-0812	J & R EQUIPMENT LLC	HOPPER COVERS FOR UNIT#99	6/2024	01P18537.02	674.49
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	521.31
24-50884	10-3081	PREMIER TRUCK/ATC FREIGHT	LIREPAIR UNIT #95	6/2024	11891120	3,866.94
25-51049	10-3081	PREMIER TRUCK/ATC FREIGHT	LIREARAXLESEALFLAGEGASKET	7/2024	20240701	79.38
25-51094	10-3081	PREMIER TRUCK/ATC FREIGHT	LISHOUSE & 2COUPLINGSUNIT#98	7/2024	120785067	9.20
25-51115	10-3081	PREMIER TRUCK/ATC FREIGHT	LISHOOK ABSORBER UNIT #98	7/2024	120785756	94.99
25-51116	10-4010	HARD HAT SAFETY & GLOVE	JACKETS,HOODIES,SHIRTS	7/2024	IN-0069430	192.00
24-50928	10-4012	WASTE CONNECTIONS,INC	JUNE RESIDENTIAL LANFILL	6/2024	31293E012	24,448.66
DEPARTMENT TOTAL:						50,159.55

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-51035	10-005321	AMAZON CAPITAL SERVICES,	IN30/15TONAIRHYDROAXLEJACK	6/2024	9823407	172.00
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	5.58
DEPARTMENT TOTAL:						177.58
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	667.81
24-51026	10-005321	AMAZON CAPITAL SERVICES,	INMALLETS & GATORADE	6/2024	8742639	30.62
25-51118	10-005321	AMAZON CAPITAL SERVICES,	INTOOLKITS,CHAIRS,BATTIERS	7/2024	9092239	402.80
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	39.14
24-51015	10-006189	T&T INDUSTRIAL, INC.	16"BACKWASHSUPPLYLINE	6/2024	24-10217	5,600.00
24-50467	10-0091	BRENNTAG SOUTHWEST INC	4BBLS 55GALS ORTHO POLY	6/2024	BSW557283	1,812.79
24-50847	10-0091	BRENNTAG SOUTHWEST INC	4000 GALLONS OF BLEACH	6/2024	BSW555520	8,426.83
24-50916	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF AQUA AMMONIA	6/2024	BSW557282	2,006.50
24-50926	10-0091	BRENNTAG SOUTHWEST INC	TTWO TOTES ALUM SULF	6/2024	BSW557284	2,594.59
24-50593	10-0696	HAYNES EQUIPMENT CO INC	FILTER WATER PLANT	6/2024	INV8129914	143.50
24-51025	10-0948	MIDCO LABORATORY	VERSENATE & SULP ACID	6/2024	20240627	252.00
24-48296	10-1068	ONG	MNTHLY SVC	6/2024	20240617	311.29
24-49845	10-1402	PHILLIP STINCHCOMB LIVING	TWATER LEASE PYMT	6/2024	20240630	1,665.08
25-51100	10-1622	WESTLAKE ACE HARDWARE	TAPE,CEMENT,CUTTER	7/2024	3504260	66.98
24-50857	10-2660	ODEQ WATER QUALITY DIV	ODEQ TEST	6/2024	4550267	62.00
24-50794	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED TEST/JUNE	6/2024	GF13064	668.00
24-50677	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	6/2024	1734489	10,013.06
25-51150	10-4352	MCBRIDE CLINIC	DRUG SCREENS	7/2024	JUNE 2024	32.00
DEPARTMENT TOTAL:						34,794.99
DEPARTMENT: 12.1 UTILITY - WATER LINE						
24-50962	10-005732	UTILITY TECHNOLOGY SERVICE	SMART METER CANS AND LIDS	6/2024	S105744678.001	4,510.00
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	11.16
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	4,144.38
24-50957	10-1176	PIONEER SUPPLY LLC	Y'S FOR TWO METER 'S	6/2024	INV68454	233.70
24-51024	10-1622	WESTLAKE ACE HARDWARE	PVC, COUPLE, BLADE KNIFE	6/2024	3504249	40.13
25-51100	10-1622	WESTLAKE ACE HARDWARE	TAPE,CEMENT,CUTTER	7/2024	20240703	98.95
24-50895	10-2557	CORE & MAIN LP	ROUND LOCKING LIDS	6/2024	V088949	780.00
24-50897	10-2557	CORE & MAIN LP	CURBSTOPS (22)	6/2024	V089986	2,420.22
25-51145	10-2703	OKLAHOMA BODY WORKS INC	DEDUCTIBLE 2022 F-150	7/2024	F150 -06766	500.00
24-51013	10-3331	RUCKER MECHANICAL	DX&POSSIBLEREPAIRACUNIT	6/2024	97525	317.50
25-51116	10-4010	HARD HAT SAFETY & GLOVE	JACKETS,HOODIES,SHIRTS	7/2024	IN-0069430	361.05
DEPARTMENT TOTAL:						13,417.09

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2 UTILITY - SEWER						
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	6/2024	20240630	285.21
24-51026	10-005321	AMAZON CAPITAL SERVICES,	INMALLETS & GATORADE	6/2024	8742639	30.62
25-51118	10-005321	AMAZON CAPITAL SERVICES,	INTOOLKITS,CHAIRS,BATTIERS	7/2024	9092239	15.97
25-51048	10-005645	1.800.RADIATOR & A/C OF	OKCNEW RADIATOR UNIT COM 3	7/2024	38302939	147.00
25-51167	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	7/2024	58124	11.16
25-51163	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	7/2024	4TH QTR	3,623.07
24-51013	10-3331	RUCKER MECHANICAL	DX&POSSIBLEREPAIRACUNIT	6/2024	97525	317.50
25-51116	10-4010	HARD HAT SAFETY & GLOVE	JACKETS,HOODIES,SHIRTS	7/2024	IN-0069430	361.05
25-51150	10-4352	MCBRIDE CLINIC	DRUG SCREENS	7/2024	JUNE 2024	32.00
DEPARTMENT TOTAL:						4,823.58
DEPARTMENT: 97.0 DEBT SERVICE						
25-51063	10-3436	BANCFIRST	OWRB TO BPWA LOAN	7/2024	AUG 2024	50,898.10
25-51164	10-3436	BANCFIRST	2013 REV. NOTE	7/2024	AUG 2024	6,962.00
DEPARTMENT TOTAL:						57,860.10
FUND TOTAL:						255,472.95

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, JULY 2, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	Teim Design Engineer
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:21 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 18, 2024, 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.**

A motion was made by Trustee Magirowsky seconded by Trustee Plank to approve the Consent Docket as presented. Yes Votes: Magirowsky, Larsen, Plank, Palmer, Powell, Smart, McPhail, Lloyd, 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 16, 2024**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:21 P.M. until July 16, 2024.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: July 11, 2024
Subject: Claims list for the 07/16/2024 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,099,283.40
Bethany Public Works Authority	\$ 255,472.95
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ 1,282.43
TOTAL	\$ 1,356,038.78

RECOMMENDATION

1. Approve claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, JULY 2, 2024

6:30 P.M.

MEMBERS PRESENT :	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	Teim Design Engineer
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:21 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 18, 2024, 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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Plank to approve the Consent Docket as presented. Yes votes: Lloyd, Magirowsky, Plank, Larsen, Smart, McPhail, Powell, Palmer, 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 16, 2024.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:22 P.M. until July 16, 2024.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: July 11, 2024
Subject: Claims list for the 07/16/2024 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$ 1,282.43
TOTAL	\$ 1,282.43

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,099,283.40
Bethany Public Works Authority	\$ 255,472.95
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ 1,282.43
TOTAL	\$ 1,356,038.78

RECOMMENDATION

1. Approve claims as presented.



FUND: 082- BETHANY DEVELOPMENT AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-51036	10-005321	AMAZON CAPITAL SERVICES, INRADIO, SIGNS		6/2024	2773056	390.89
24-50386	10-2828	UNITED RENTALS (NORTH AMERIPORTABLE RESTROOMS		6/2024	235844706-001	891.54
DEPARTMENT TOTAL:						1,282.43
FUND TOTAL:						1,282.43
GRAND TOTAL:						1,356,038.78