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On Thursday, September 11, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, SEPTEMBER 16, 2025  
6:30 P.M.**

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



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With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, 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 September 2, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
  - C. Approval of FY 2026 Managed IT Agreement with ImageNet Consulting and authorize the mayor to sign the document on behalf of the City of Bethany.
  - D. Approval of Budget Amendment 26-10.
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 Amendment No. 1 to the Construction Contract with All Roads Paving Inc. for the General Obligation Bond Proposition 1-D Pavement Improvement Project N. Peniel from NW 39<sup>th</sup> Expressway to NW 42<sup>nd</sup> Street in the amount of \$47,388.87 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
6. Consideration and possible approval of Contract Extension with Brewer Construction Oklahoma LLC for Concrete Paving, Asphalt Paving and Drainage Repair Services for one additional year with a 2.6% CPI increase to the current bid item unit price. *(Elizabeth Gray, City Manager)*
7. Consideration and possible approval of Contract Extension with Krapff-Reynolds Construction Co. for Water and Wastewater Repair Services for one additional year with a 2.6% CPI increase to the current bid item unit price. *(Elizabeth Gray, City Manager)*
8. Consideration and possible approval for permission to advertise for Qualifications for City Engineering Services contract. *(Elizabeth Gray, City Manager)*
9. Update from Parks Committee regarding restrooms in city parks with possible discussion. *(Peter Plank, Council Member/Parks Committee Secretary)*
10. EXECUTIVE SESSION: Consideration, discussion and possible action to enter into executive session to hold confidential communications between the City Council of the City of Bethany and its counsel concerning the settling of certain claims in pending litigation (*City of Bethany v. Purdue Pharma L.P., et al*, Case No. 1:19-op-46148-DAP, pending in the United States District Court for the Northern District of Ohio, and related litigation), including potential resolution of certain claims against Purdue Pharma LP and its affiliated entities in Purdue Pharma LP's bankruptcy case (Case No. 7:19-bk-23649 pending in the United States Bankruptcy Court for the Southern District of New York), members of the Sackler family (the "Sackler's"), Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmacetucials Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, related to lawsuits against pharmaceutical supply chain participants of opioid prescription drugs, and taking appropriate action in open session, including possible authorization to settle claims, the disclosure of which may seriously impair the litigation if known by public disclosure as allowed by 25 O.S. § 307(B)(4). *(Ray Jones, City Attorney)*
  - A. Motion to enter into Executive Session.
  - B. Motion to exit into Executive Session.
11. Consider approval of Resolution No. 1723, to include (a) approving voting to accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors in Participation in Case No. 19-23649 pending in the United States Bankruptcy Court for the Southern District of New York, and authorizing and directing its legal counsel vote to accept the Plan via master ballot or otherwise, (b)

approving voting to accept and participate in the Governmental Entities Settlement Agreement (the “GESA”) dated June 17, 2025, and authorizing the Mayor of the City of Bethany, or the Mayor’s designee, to execute the Subdivision Participation Form for the City of Bethany’s participation in the GESA, and approval of the Purdue State-Subdivision Agreement as it pertains to the Plan and the GESA, and (c) approving voting to accept and participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and authorizing the Mayor of the City of Bethany, or the Mayor’s designee, to execute the Subdivision Participation Form for the City of Bethany’s participation in the the settlements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and (d) authorizing Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State through the Attorney General on behalf of City of Bethany with respect to the Generic/Small/Secondary Manufacturer Settlements. *(Ray Jones, City Attorney)*

12. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
13. City Attorney’s Report.
14. City Manager’s Report.
  - A. Financial report.
15. Mayor and Council Members Comments and Suggestions.
16. Adjourn until October 7, 2025.

## **BETHANY PUBLIC WORKS AUTHORITY**

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1. Consent Docket:
  - A. Approval of Minutes from the September 2, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.

2. Consideration and possible approval to purchase a new trailer mounted Model 545 Trailer Jetter from River City Hydraulics in the amount of \$79,893.56. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval of Contract Extension with Brewer Construction Oklahoma LLC for Concrete Paving, Asphalt Paving and Drainage Repair Services for one additional year with a 2.6% CPI increase to the current bid item unit price. *(Elizabeth Gray, City Manager)*
4. Consideration and possible approval of Contract Extension with Krapff-Reynolds Construction Co. for Water and Wastewater Repair Services for one additional year with a 2.6% CPI increase to the current bid item unit price. *(Elizabeth Gray, City Manager)*
5. 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”)*.
6. Adjourn until October 7, 2025.

## **BETHANY HOSPITAL TRUST**

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, 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. Consent Docket:
  - A. Approval of Minutes from the September 2, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. EXECUTIVE SESSION: Consideration, discussion and possible action to enter into executive session pursuant to 25 O.S. § 307 (B)(7) for the purpose of conferring about discussions with medical entities with interest in becoming a tenant at the hospital where disclosure of information would violate confidentiality requirements under state law.
  - A. Motion to enter into Executive Session.
  - B. Motion to exit into Executive Session.

3. *New Business (As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
4. Adjourn until October 7, 2025.

## **BETHANY DEVELOPMENT AUTHORITY**

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1. Consent Docket:
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  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. *New Business (As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until October 7, 2025.

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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 City Hall Lobby.)

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NOTICE: On Thursday, August 28, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not necessary accommodation.

**BETHANY CITY COUNCIL MEETING**

**BETHANY CITY HALL**

**SEPTEMBER 2, 2025**

**6:30 P.M.**

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

**MEMBERS ABSENT:** None

<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	J.D. Reid	Police Chief
	Brett Crecelius	Community Dev. Director
	Steven Yeager	Bethany Police Lieutenant
	(See Roster)	

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

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

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

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

**ITEM NO. 3 CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE AUGUST 19, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. APPROVAL OF BUDGET AMENDMENT 26-7.**
- D. APPROVAL OF BUDGET AMENDMENT 26-8.**
- E. APPROVAL OF BUDGET AMENDMENT 26-9.**

Council Member Larsen requested to have Item 3 (C) pulled from the consent docket and voted on separately.

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

### **ITEM 3 (C) APPROVAL OF BUDGET AMENDMENT 26-7.**

Budget Amendment 26-7 allocates \$2,000 from existing reserves in the general fund to support expenses associated with the Mayor's Youth Council Program. According to the mayor, all members of the council will have the opportunity to participate.

The council will consist of three students from each of the following schools: Bethany High School, Putnam City High School and Putnam City West High School. Each school will be responsible for selecting its student representatives.

A motion was made by Council Member Smart, seconded by Council Member Triana to approve Item 3 (C), Budget Amendment 26-7. Yes votes: Triana, Smart, Powell, Ford, Plank, Larsen, Sandoval, Magirowsky, Falkner. No votes: None. Motion approved.

### **ITEM NO. 4 on the agenda was MEDAL OF VALOR AWARD PRESENTATION TO LIEUTENANT STEVEN YEAGER.**

Chief Reid proudly presented an award for Lieutenant Yeager's swift action during a recent house fire. With no hesitation, he forced entry into a burning home and successfully evacuated the occupant who was unable to escape on his own.

### **ITEM NO. 5 on the agenda was PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING A REQUEST BY BRIAN MURRAY, APPLICANT AND**

**CITY OF BETHANY, PROPERTY OWNER FOR SPECIAL USE PERMIT FOR AN ACCESSORY BUILDING LOCATED AT 3919 N ROCKWELL AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

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

The accessory building will be used as a training facility at the Fire Department.

**B. PUBLIC COMMENT**

None.

**C. POSSIBLE ACTION.**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve the special use permit for an accessory building located at 3919 N. Rockwell Avenue. Yes votes: Larsen, Smart, Sandoval, Falkner, Ford, Powell, Triana, Plank, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 6 on the agenda PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2080, AN ORDINANCE AMENDING SECTION 158.021.03 (C) (3) AND 158.022.03 (C) (3) TO THE BETHANY CODE OF ORDINANCES TO PERMIT THE USE OF VINYL SIDING WITH APPROVAL OF THE ZONING ADMINISTRATOR. (RAY JONES, CITY ATTORNEY)**

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

Community Development Director Brett Crecelius clarified that currently a building requires brick or stone as primary exterior material for commercial and industrial buildings. Architectural vinyl siding has been identified as a cost-effective alternative that may be considered for use.

**B. PUBLIC COMMENT.**

None.

**C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2080, ON READING BY TITLE ONLY.**

A motion was made by Council Member Falkner, seconded by Council Member Larsen to approve Ordinance No. 2080, on reading by title only. Yes votes: Smart, Sandoval, Larsen, Falkner, Ford, Powell, Triana, Plank, Magirowsky. No votes: None. Motion approved.

**D. MOTION TO APPROVE SECTIONS 1-3 OF ORDINANCE NO. 2080.**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Section 1-3 of Ordinance No. 2080. Yes votes: Falkner, Smart, Powell, Ford, Plank, Larsen, Sandoval, Triana, Magirowsky. No votes: None. Motion approved.

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

None

**ITEM NO. 8** on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1722, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY ADOPTING A TRAFFIC CALMING POLICY AND PROCEDURE FOR THE CITY OF BETHANY AND REPEALING ALL PAST POLICIES IN CONFLICT THEREWITH. (RAY JONES, CITY ATTORNEY) TABLED FROM THE AUGUST 19, 2025 REGULAR MEETING.**

After discussion there were still concerns with some council members, however, some felt like this was a good start.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve Resolution No.1722. Yes votes: Sandoval, Smart, Magirowsky, Plank, Larsen, Ford, Powell. No votes: Triana, Falkner. Motion approved.

**ITEM NO. 9** on the agenda was **DISCUSSION AND POSSIBLE ACTION TO APPROVE BREWER CONSTRUCTION OKLAHOMA, LLC INVOICE NO. 1 IN THE AMOUNT OF \$57,840.75 FOR CDBG WATERLINE REPLACEMENT PROJECT- NW 32<sup>ND</sup> STREET/N HOLLOWAY AND N MUELLER AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Smart, seconded by Council Member Larsen to approve Invoice No. 1 in the amount of \$57,840.75 for CDBG Waterline Replacement Project- NW 32<sup>nd</sup> St/N Holloway and N Mueller Avenue. Yes votes: Sandoval, Ford, Magirowsky, Smart, Larsen, Triana, Plank, Powell, Falkner. No votes: None. Motion approved.

**ITEM NO. 10** on the agenda was **DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY ATTORNEY TO RESEARCH AND DRAFT ORDINANCES FOR ELIMINATING NON-CONFORMING USES ON PROPERTIES CONSISTENT WITH OKLAHOMA LAW. (RAY JONES, CITY ATTORNEY)**

Council Member Smart left the meeting at 7:34 p.m.

Attorney Jones reported that the commercial area is where we are encountering the most issues. He has looked into Oklahoma state law and there is a provision that authorizes municipalities to eliminate non-conforming uses after a certain period of time. By constructing a provision in our ordinances that would create a time period for non-conforming uses to cease. This would be beneficial with our Commercial and R-1 properties. Mr. Jones needs to do research to make sure we have appropriate language to the proposed changes. There will be public hearings, and the property owners will need to be made aware of the changes impacting them so they can remove the non-conforming uses. This would be a time intensive project and would be outside his regular contract.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve authorizing the City Attorney to research and draft ordinances for eliminating non-conforming uses on property consistent with Oklahoma law. Yes votes: Ford, Larsen, Magirowsky. No votes: Triana, Powell, Plank, Sandoval, Falkner. The motion failed.

**ITEM NO. 11** on the agenda was **EXECUTIVE SESSION DISCUSSION REGARDING WATER SECURITY AND VULNERABILITY ASSESSMENT OF THE CITY OF BETHANY'S WATER RESOURCES PURSUANT TO 25 O.S. § 307 (B). (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Triana to enter Executive Session at 7:47 p.m. Yes votes: Ford, Triana, Powell, Larsen, Plank, Falkner, Magirowsky, Sandoval. No votes: None. Motion approved.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to exit Executive Session at 8:16 p.m. Yes votes: Ford, Triana, Powell, Larsen, Plank, Falkner, Magirowsky, Sandoval. No votes: None. Motion approved.

**ITEM NO. 12** 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. 13** on the agenda was the **CITY ATTORNEY'S REPORT**.

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

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

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

**ITEM NO. 15** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

Council Member Ford left the meeting at 8:23 p.m.

**ITEM NO. 16** on the agenda was **ADJOURN UNTIL SEPTEMBER 16, 2025.**

Mayor Sandoval adjourned the Bethany City Council meeting at 8:26 P.M. until September 16, 2025.

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CITY CLERK

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MAYOR

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** September 11, 2025  
**Subject:** Claims list for the 09/19/2025 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 101,046.02
Public Safety Fund	\$ -
Capital Improvement Fund	\$ 14,008.48
Federal Grant Fund	\$ 312,381.25
2022A GO Bond	\$ 196,665.44
Municipal Court Fund	\$ 6,762.77
Cemetery Fund	\$ -
<b>TOTAL</b>	<b>\$ 630,863.96</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 630,863.96
Bethany Public Works Authority	\$ 534,616.86
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,165,480.82</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
26-54794	10-005216	PERDUE BRANDON FIELDER COLLAUG	2025 COLLECTION RPT	9/2025	AUGUST 2025-	953.00
						DEPARTMENT TOTAL: 953.00
DEPARTMENT: 01.0 MANAGEMENT						
26-54311	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	9/2025	INV224176	813.00
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	681.68
26-54690	10-005321	AMAZON CAPITAL SERVICES,	INBOOT,PENS,BATTERIES	9/2025	7693829	24.98
26-54812	10-005321	AMAZON CAPITAL SERVICES,	INFIRST AID SUPPLIES	9/2025	20250909	22.36
26-54731	10-005373	CARD SERVICES/P1	MICROSOFT AZURE/BUSINESS	9/2025	E0300XIQGW	1,100.00
26-54448	10-005703	FLOOR-TECH JANITORIAL	BAGS,TOILETPAPER,PAPERTOW	9/2025	6785	190.25
26-54472	10-005703	FLOOR-TECH JANITORIAL	TRASHLINNERS&PAPERTOWELS	9/2025	6786	94.50
26-54140	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL/WATER	9/2025	40605376	33.89
26-54505	10-2448	MARGARET MCMORROW-LOVE	FOP/IAFF NEGOTIATIONS	9/2025	20250902-	1,040.00
26-54824	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	9/2025	INV1377515	8,949.75
26-54626	10-3331	RUCKER MECHANICAL	UNIT 8 AC FROZE UP	9/2025	72855	1,714.50
26-54735	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	9/2025	RI106759189	31.98
26-54530	10-4310	AMERIFLEX	FSA ADMIN FEE	9/2025	INV903239	180.20
						DEPARTMENT TOTAL: 14,877.09
DEPARTMENT: 02.0 FINANCE						
26-54690	10-005321	AMAZON CAPITAL SERVICES,	INBOOT,PENS,BATTERIES	9/2025	7693829	5.20
26-54726	10-005971	MICHAEL VAUGHN	CPA RENEWAL	9/2025	056284	200.00
26-54735	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	9/2025	RI106759189	15.97
						DEPARTMENT TOTAL: 221.17
DEPARTMENT: 03.0 COURT						
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	468.26
26-54669	10-005321	AMAZON CAPITAL SERVICES,	INSUPPLIES	9/2025	9185854	90.86
26-54673	10-005321	AMAZON CAPITAL SERVICES,	INHDMI SPLITTER	9/2025	4015429	12.95
26-54283	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR	9/2025	250827	1,441.00
26-54284	10-006144	ROBERT BLACK, PLLC	CITY PROSECUTOR	9/2025	2025-08	1,072.00
26-54783	10-006282	INDRA I. CARRILLO	AUG 2025 INTERPRETER	9/2025	08-25	270.00
26-54082	10-1749	RK BLACK INC.	AUG 2025 COPIER MAINT	9/2025	IN1268974	27.34
26-54055	10-2274	OZARKA WATER COMPANY	JULY 2025 WATER	9/2025	1052081	17.99
26-54056	10-2274	OZARKA WATER COMPANY	AUG 2025 WATER	9/2025	1054098	17.99
26-54045	10-3342	JANI-KING OF OKLAHOMA, INC.	SEPT 2025 JANITORIAL SERV	9/2025	OKC09250212	640.66
26-54735	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	9/2025	RI106759189	31.98
						DEPARTMENT TOTAL: 4,091.03

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04.0 ENGINEERING						
26-54622	10-005900	TEIM DESIGN GROUP, PLLC	MNTHLY ENGINEERING	9/2025	13489	9,274.44
DEPARTMENT TOTAL:						9,274.44
DEPARTMENT: 05.0 POLICE						
26-54447	10-004789	TRADS, INC	MONTHLY USAGE	9/2025	234929-202508-1	128.80
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	2,405.42
26-54740	10-005324	CHRISTOPHER HARDING	ADHESIVE FOR RANGE	9/2025	20250828	32.53
26-54741	10-005324	CHRISTOPHER HARDING	FUEL FOR RANGE	9/2025	20250901	12.90
26-54722	10-005373	CARD SERVICES/P1	BATTERIES AND JANITORIAL	9/2025	20250829	296.40
26-54736	10-005373	CARD SERVICES/P1	ARMORER TRAINING	9/2025	4568	2,700.00
26-54730	10-005850	ABC CLINIC	SPAY AND NEUTER MONTHLY	9/2025	0060	150.00
26-54579	10-0225	GENUINE PARTS	2015 TAURUS BRAKES, ROTOR	9/2025	096496	298.88
26-54772	10-1210	GREEN LINE DRY CLEANERS, L	LLBPD AND BFD DRY CLEANING	9/2025	20250905--	1,029.00
26-54653	10-1551	UNITED ENGINES, LLC	GENERATOR MAINTENANCE	9/2025	4142636	265.00
26-54344	10-1771	ADVENTURE OUT	Remove Equipment	9/2025	555842	658.75
26-54633	10-2123	HOME DEPOT CREDIT SVCS	WATER SEALER AC FENCE	9/2025	029129/0514299	149.90
26-54126	10-3342	JANI-KING OF OKLAHOMA, INC.	Monthly Cleaning	9/2025	OKC09250107	1,924.66
26-54735	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	9/2025	RI106759189	31.98
26-54136	10-4388	ISG TECHNOLOGY, LLC	Monthly Billing	9/2025	ISG3565262	4,787.00
26-54675	10-4388	ISG TECHNOLOGY, LLC	SSL CERT	9/2025	OK-WH-186830	258.80
DEPARTMENT TOTAL:						15,130.02
DEPARTMENT: 06.0 FIRE						
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	1,310.17
26-54727	10-1	MATTHEW BISWELL	FMAO CONFERENCE	9/2025	20250827	633.18
26-54751	10-3415	SPECIAL-OPS UNIFORMS, INC.	UNIFORM PANTS	9/2025	360055	419.98
26-54717	10-4090	AT&T MOBILITY	MOBILE DATA FOR IPADS	9/2025	08192025FD	84.08
DEPARTMENT TOTAL:						2,447.41
DEPARTMENT: 07.0 COMMUNITY DEV						
26-54692	10-005373	CARD SERVICES/P1	BOARD & SECURE MATERIAL	9/2025	01979G/1013479	218.34
26-54195	10-005689	CHALLENGER LANDSCAPING AND	FOR ABATEMENT FEES	9/2025	6601 NW 29TH #2	475.00
26-54808	10-005689	CHALLENGER LANDSCAPING AND	HANNAY MAINTENANCE	9/2025	6400 NW 31st --	50.00
26-54724	10-005988	KEEP OKLAHOMA BEAUTIFUL,	INKOB ANNUAL DUES	9/2025	JULY26-4	200.00
26-54755	10-006278	ONLINE SOLUTIONS LLC	COMM DEV PLATFORM	9/2025	6620	33,400.00
26-54646	10-1530	THE TRIBUNE	PUBLICATION	9/2025	20250829	88.30
26-54735	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	9/2025	RI106759189	31.98
DEPARTMENT TOTAL:						34,463.62

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	403.30
26-54735	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	9/2025	RI106759189	31.98
DEPARTMENT TOTAL:						435.28
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
26-54003	10-004688	TLS GROUP, INC.	MAINTAGREEMENTSIGNALATION	9/2025	0925-1807	480.00
26-54330	10-004688	TLS GROUP, INC.	CHANGE BULB AT 23RD GLADE	9/2025	1734-63227	195.00
26-54518	10-004688	TLS GROUP, INC.	CHANGEBULB23COUNCIL	9/2025	1734-63736	198.90
26-54548	10-004688	TLS GROUP, INC.	36TH COLLEGE	9/2025	1734-63850	260.00
26-54652	10-004688	TLS GROUP, INC.	FLASSING 36TH COLLEGE	9/2025	1734-64083	195.00
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	330.27
26-54776	10-005321	AMAZON CAPITAL SERVICES, IN	TRAFICBULBS&HANDICAPSTICK	9/2025	2175407	225.00
26-54472	10-005703	FLOOR-TECH JANITORIAL	TRASHLINNERS&PAPERTOWELS	9/2025	6786	66.25
26-54641	10-0130	AMERICAN FIRE & SAFETY	INSPECT/CHRG EXTINGUISHER	9/2025	132263	181.75
26-54747	10-0609	BOBCAT OF OKLAHOMA CITY	BEARINGS FOR SWEEPER	9/2025	P18909	147.34
26-54780	10-0812	J & R EQUIPMENT LLC	UNIT #801/REPLACEPO 54676	9/2025	07000441	8,424.79
26-54728	10-1329	SCHWARZ (BORAL) READY MIX	6 YARD CONCRETE	9/2025	341661	1,038.00
26-54590	10-2702	AMERICAN LOGO & SIGNS	2 STREET MARKERS & STOP	9/2025	34093	203.00
DEPARTMENT TOTAL:						11,945.30
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-54641	10-0130	AMERICAN FIRE & SAFETY	INSPECT/CHRG EXTINGUISHER	9/2025	132263	181.80
26-54664	10-2305	HOIDALE CO INC	DISPLAY ON KEY	9/2025	22905	351.38
DEPARTMENT TOTAL:						533.18
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
26-54004	10-0006	A WELDORS SUPPLY	MONTHLYFEESFORWELDING	9/2025	273447	24.80
26-54807	10-005156	COX COMMUNICATIONS INC.	PARKS MNTLY SVC	9/2025	20250831	29.32
26-54448	10-005703	FLOOR-TECH JANITORIAL	BAGS,TOILETPAPER,PAPERTOW	9/2025	6785	120.80
26-54642	10-0130	AMERICAN FIRE & SAFETY	INSPECT/CHRG EXTINGUISHER	9/2025	132262	143.60
26-54693	10-0324	CENTRAL POWER EQUIP. INC	CARBURETOR FOR BLOWER	9/2025	362940	85.00
26-54574	10-0668	HAYES ELECTRIC	PHOTO CELL McCORY PARK	9/2025	84848	188.52
26-54354	10-1063	OG&E	MNTHLY SVC.	9/2025	20250902-	113.97
26-54683	10-1622	WESTLAKE ACE HARDWARE	PAINT & BULK FASTNERS	9/2025	3505034	22.98
26-54723	10-1622	WESTLAKE ACE HARDWARE	WASHER & BOLTS	9/2025	3505049	9.66
26-54725	10-1726	BETHANY COUNTRY STORE	HERBICIDES	9/2025	20250829	791.00
26-54774	10-1726	BETHANY COUNTRY STORE	BLUE SIGNAL FOR SPRAYING	9/2025	20250905	250.00
26-54685	10-2123	HOME DEPOT CREDIT SVCS	TUBING,PLUG, WIRE CONNECT	9/2025	027885/2422868	43.89
26-54698	10-2123	HOME DEPOT CREDIT SVCS	BACKFLOW PREVENTOR COVER	9/2025	WN31429362	99.94
26-54452	10-3946	WHITEHEAD FOOD EQUIPMENT	ICE MACHINE	9/2025	33549-A	4,687.00
26-54778	10-4352	MCBRIDE CLINIC	DRUG SCREENS	9/2025	AUG2025	64.00
DEPARTMENT TOTAL:						6,674.48
FUND TOTAL:						101,046.02

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
26-54458	10-005900	TEIM DESIGN GROUP, PLLC	25TH/SHANNON LIFT	9/2025	13488	7,307.50
26-54461	10-005900	TEIM DESIGN GROUP, PLLC	CDBG WATERLINE	9/2025	13487	5,409.98
26-54749	10-005900	TEIM DESIGN GROUP, PLLC	FIRE DEPT TRAINING TOWER	9/2025	13489--	1,291.00
DEPARTMENT TOTAL:						14,008.48
FUND TOTAL:						14,008.48

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
26-54455	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	9/2025	13482	13,748.75
26-54586	10-3380	URBAN CONTRACTORS INC	PENIEL LIFT PIPE BURST	9/2025	INVOICE 1 PENIEL	298,632.50
DEPARTMENT TOTAL:						312,381.25
FUND TOTAL:						312,381.25

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
26-54581	10-004688	TLS GROUP, INC.	PROP 1-C	9/2025	INVOICE 1- PROP C	196,219.65
26-54236	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-D PENIAL 39-42 ST	9/2025	13479	445.79
DEPARTMENT TOTAL:						196,665.44
FUND TOTAL:						196,665.44

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
26-54791	10-1869	CLEET	AUG 2025 CLEET REPORT	9/2025	AUG 2025	2,295.64
26-54792	10-1970	OSBI	AUG 2025 AFIS REPORT	9/2025	AUG 2025-	2,284.50
26-54793	10-1970	OSBI	AUG 2025 FORENSIC RPT	9/2025	AUGUST 2025	2,182.63
DEPARTMENT TOTAL:						6,762.77
FUND TOTAL:						6,762.77
GRAND TOTAL:						1,165,480.82

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray, City Manager  
Date: September 11, 2025  
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 OKC, Yukon, Mustang, Midwest City, Edmond, Guthrie, and the Town of Warner.

Staff recommends approving renewal of the contract for \$8,967.50 per month.

RECOMMENDATION

1. Approval of ImageNet Agreement for Managed IT service for \$8,967.50 per month.

ADDITIONAL COMMENTS





**Prepared For:**  
**Leasa Furr of City of Bethany**

**Prepared By:**  
**Scott Sandberg, vCIO on 08/27/25**

**Document Number: ITGQ12667**  
**Expiration Date: 9/19/2025**

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# Managed IT Service Agreement

Managed IT Agreement	Qty	Unit Price	Ext. Price
<i>Managed Cybersecurity Services</i>			
<b>Lite User + Advanced Security</b> <b>24x7 SOC-Monitored Email &amp; Collaboration Security Platform</b> <b>Cybersecurity Awareness Training Platform + Dark Web Monitoring</b> <b>Password Manager</b> <b>Unlimited Microsoft 365/Google Workspace Backup</b>	1	\$30.00	<b>\$30.00</b> <i>Billed Monthly</i>
<b>Managed Identity + Advanced Security</b> <b>24x7 SOC-Monitored Email &amp; Collaboration Security Platform</b> <b>Secure Web Browser + DNS Filtering</b> <b>Cybersecurity Awareness Training Platform + Dark Web Monitoring</b> <b>Password Manager</b> <b>Unlimited Microsoft 365/Google Workspace Backup</b>	89	\$60.00	<b>\$5,340.00</b> <i>Billed Monthly</i>
<i>Managed Servers</i>			
<b>Managed Server + Advanced Security</b> <b>Advanced Endpoint Prevention</b> <b>24x7 SOC-Monitored EDR</b> <b>SIEM + 12 mo. Log Retention</b>	9	\$165.00	<b>\$1,485.00</b> <i>Billed Monthly</i>
<i>Managed Workstations</i>			
<b>Managed Workstation + Advanced Security</b> <b>Advanced Endpoint Prevention</b> <b>24x7 SOC-Monitored EDR</b> <b>SIEM + 12 mo. Log Retention</b>	63	\$75.00	<b>\$4,725.00</b> <i>Billed Monthly</i>
<i>Managed Networks</i>			
<b>Managed Network + Advanced Security</b>	4	\$150.00	<b>\$600.00</b> <i>Billed Monthly</i>

## Additions

Monthly Siris 4 Professional 10TB Business Continuity Service With 1-year Unlimited Cloud Retention	1	\$922.50	\$922.50 <i>Billed Monthly</i>
Managed Backup and Disaster Recovery (BDR) Appliance	1	\$150.00	\$150.00 <i>Billed Monthly</i>
Discount - Partnership	1	-\$4,285.00	-\$4,285.00 <i>Billed Monthly</i>

### Important Notes

Qty Unit Price Ext. Price

All pricing for new services is our best estimate based on the information available to us at this time and is subject to change once a full discovery is performed. This includes but is not limited to: device counts, user counts, and backup and storage capacity estimates. If actual quantities are different, pricing will need to be adjusted accordingly.

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.

This agreement is contingent upon signature of the following quote(s):ITGQ12295

Due to current Server Operating System(s) being End of Life (2008/2012), support will continue as "Reasonable Effort"!

## Agreement Totals

**Onboarding Project** \$0.00

**Monthly Price** \$8,967.50

**Contract Start Date:** 10/1/2025

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.

## Customer Information

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



**Quote #:** ITGQ12667  
**Contract Start:** 10/1/2025  
**Contract End:** 9/30/2026

# Schedule of Equipment

## Schedule of Equipment

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

Configuration Type	Configuration Name
<b>Servers:</b>	"All Servers"
<b>Workstations:</b>	"All Workstations"
<b>Networks:</b>	6700 NW 36th St Bethany, OK 73008  3919 N Rockwell Ave Bethany, OK 73008  5300 n central road Bethany, OK 73008  8310 NW 50th Street Bethany, OK 73008
<b>Special Case:</b>	

# Service Guide

**This Service Guide provided by ImageNet Consulting, LLC ("ImageNet," "we," or "our") contains provisions that define, clarify, and govern the services described in the quotes that will be provided to you (the "Quote" or the "Quotes"). This Service Guide is incorporated by reference into the Master Services Agreement (the "Agreement"), is governed by all of the provisions therein, and is attached thereto as Schedule A.**

This Service Guide is the "user manual" that generally describes all managed services provided or facilitated by 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 ("Out of Scope Services") and will not be included unless otherwise agreed to by us in writing.

**This Service Guide contains important provisions pertaining to the auto-renewal of the Services in your Quote, as well as fee increases that may occur from time to time. Please read this Service Guide 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 a 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 malware scans.
- Review firewall configuration and other network infrastructure devices.
- Review the status of battery backup protection on all devices.
- Stabilize the network and ensure that all devices can securely access servers, if applicable.
- Review and document the current server configuration and status.
- 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, at 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 the 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><b>Managed Workstation</b>  <b>Managed Server</b>  <b>Managed Virtual Server</b>  <b>Managed VM Host</b></p>	<ul style="list-style-type: none"> <li>• Configuration, monitoring, and preventative maintenance services provided for managed servers and workstations.</li> <li>• 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.</li> <li>• Remote support provided during normal business hours for managed devices and covered software.</li> <li>• Tiered-level support provides a smooth escalation process and helps to ensure effective solutions.</li> <li>• 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).</li> <li>• 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.</li> <li>• Perform minor hardware and software installations and upgrades of managed hardware.</li> <li>• Perform minor installations (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete).</li> <li>• Deploy, manage, and monitor the installation of approved service packs, security updates, and firmware updates as deemed necessary on all applicable managed hardware.</li> </ul>
<p><b>Managed Network</b></p>	<ul style="list-style-type: none"> <li>• Management and troubleshooting of network devices, including Firewalls, Switches, Printers, and WiFi Access Points.</li> <li>• Troubleshoot and diagnose network connectivity of devices belonging to users whose computers are covered under our agreement.</li> <li>• 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.</li> </ul>
<p><b>Mobile Device Management</b></p>	<ul style="list-style-type: none"> <li>• Remote management of mobile device security and app policies.</li> <li>• Guidance and documentation on the MDM platform.</li> <li>• Recommendations for alignment of mobile device procurement processes with corporate-issued device management goals.</li> <li>• Configuration and settings management for seamless deployment to new devices, and corporate data wipe if lost or stolen.</li> </ul> <p>ImageNet is <b>not</b> responsible for:</p> <ul style="list-style-type: none"> <li>• Procuring mobile devices or administering Client's corporate phone plan.</li> <li>• Managing, maintaining, or supporting non-corporate data and applications on Client's mobile devices.</li> <li>• Troubleshooting or supporting hardware or software failures on Client's mobile</li> </ul>

	<ul style="list-style-type: none"> <li>devices.</li> <li>Tracking or replacing lost/stolen devices.</li> </ul>
<b>Firewall Solution</b>	<ul style="list-style-type: none"> <li>Provide a firewall/security appliance configured for your organization's specific bandwidth, remote access, and user needs.</li> <li>Helps to prevent hackers from accessing the 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.</li> </ul>
<b>End Point Malware Protection</b>	<ul style="list-style-type: none"> <li>Utilizes artificial intelligence and machine learning to provide a comprehensive and adaptive protection paradigm in the managed environment.</li> <li>Detects unauthorized behaviors of users, applications, or network servers.</li> <li>Blocks suspicious actions before execution.</li> <li>Analyzes suspicious app activity in isolated sandboxes.</li> <li>Antivirus and malware protection for managed devices such as laptops, desktops, and servers.</li> <li>Protects against file-based and fileless scripts, as well as malicious JavaScript, VBScript, PowerShell, macros, and more.</li> <li>Allows whitelisting for legitimate scripts.</li> <li>Allows for blocking of unwanted web content.</li> <li>Detects advanced phishing attacks.</li> <li>Detects / prevents content from IP addresses with low reputation.</li> </ul>
<b>Email Threat Protection</b>	<ul style="list-style-type: none"> <li>Managed email protection from phishing, business email compromise (BEC), SPAM, and email-based malware.</li> <li>Social engineering/impersonation defense.</li> <li>Protects against display name spoofing.</li> <li>Protects against "looks like" and "sounds like" versions of domain names.</li> </ul>
<b>End User Security Awareness Training</b>	<ul style="list-style-type: none"> <li>Online, on-demand training videos.</li> <li>Online, on-demand quizzes to verify employee retention of training content.</li> <li>Baseline testing to assess the phish-prone percentage of users; simulated phishing email campaigns designed to educate employees about security threats.</li> </ul>
<b>Identity Management</b>	<ul style="list-style-type: none"> <li>Privileged Access Management (PAM).</li> <li>DNS filtering/Browser management.</li> <li>UAC/local Admin Management</li> </ul>
<b>SIEM/SOC</b>	<ul style="list-style-type: none"> <li>Security Information and Event Management (log collection for SOC)</li> <li>Security Operations Center aggregates logs for analysis</li> <li>Correlation of system events by AI and machine learning to immediately find anomalies</li> <li>Human eyes in the SOC analyzing logs for incident response action</li> </ul>
<b>Multifactor Authentication</b>	<ul style="list-style-type: none"> <li>Advanced multifactor authentication with advanced admin features.</li> <li>Secures on-premises and cloud-based applications.</li> <li>Permits custom access policies based on role, device, and location.</li> </ul>
<b>Password Manager</b>	<ul style="list-style-type: none"> <li><u>Password Vault</u>: Securely store and organize passwords in a secure digital location accessed through your browser or an app.</li> <li><u>Password Generation</u>: Generate secure passwords with editable options to meet specific criteria.</li> <li><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.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Contact Information Vault:</b> Store private addresses and personal contact information within your vault accessed through your browser or an app.</li> <li>• <b>Browser App:</b> Browser extension permits easy access to all of your information including the vaults, financial information, contact information, and single sign-on through the app.</li> <li>• <b>Smart-Phone App:</b> The mobile phone app enables access to your vault and stored information on your mobile device.</li> </ul>
<p><b>Labor for New / Replacement Workstations</b></p>	<p>Includes allowance for labor charges for setup of new workstations, or replacement of existing workstations.</p> <ul style="list-style-type: none"> <li>• Labor covers: <ul style="list-style-type: none"> <li>○ New computers / additional computers added during the term of the Quote;</li> <li>○ Replacement of existing computers that are four (4) or more years old (as determined by the manufacturer’s serial number records);</li> <li>○ Replacement of existing computers that were lost/stolen or irreparably damaged and/or out of warranty but not yet four years old;</li> <li>○ Operating systems upgrades – subject to hardware compatibility.</li> </ul> </li> </ul> <p>The following restrictions apply:</p> <ul style="list-style-type: none"> <li>• Labor coverage for upgrades or installs of new or replacement computers is limited to 25% of the Client’s covered workstations per year unless otherwise approved in advance by ImageNet.</li> <li>• This service is not available for used or remanufactured computers.</li> <li>• 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.</li> <li>• New/replacement computers must be business-grade machines (such as Dell, HP, Lenovo) purchased or leased through ImageNet.</li> </ul>

## 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 “reasonable 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 considered “Out of Scope Services” 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, at our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned to the issue (see Service Levels 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 to 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 or before, ImageNet will attempt to remove all provided software and management agents by automated means from all endpoints. If our attempts fail, we will ask for assistance from your incoming IT provider to remove the ImageNet software and agents manually. ImageNet will not come onsite to remove software during the Offboarding phase of the agreement. 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 the 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.

**Azure Services:** Azure services will need to be transferred to direct pay or a different CSP and may require a project to transfer Client's Azure subscriptions and resources to a new tenant.

## 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, 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.
- All wireless data traffic in the environment must be securely encrypted.
- Static public IP addresses are preferred but not necessarily required.
- All servers and network infrastructure must be connected to working UPS devices.
- 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 Guide.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment, or device onto 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.
- Access Control Systems.
- Internet of Things (IoT) devices such as internet-connected TV's and other appliances.
- Physical Security Systems.

## 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 at our discretion after consulting with the Client. All remediation services will initially be attempted remotely; ImageNet will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

	Response Time <sup>1</sup>	Normal Business Hours Monday – Friday, 8 AM to 5 PM	Extended Hours <sup>2</sup> 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"> <li>▪ For contact initiated during normal business hours, a technician will begin working on the issue <b>immediately, subject to technician availability.</b></li> <li>▪ If an issue is not resolved during normal business hours, it will be logged and continued the following day.</li> <li>▪ 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.</li> </ul>	<p>Remote helpdesk only. A technician will respond, on average, in less than 5 minutes of initiating a phone call any time, or day of week.</p> <ul style="list-style-type: none"> <li>▪ A technician will begin working on the issue <b>immediately, subject to technician availability.</b></li> <li>▪ 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.</li> </ul>
Phone	Live Answer		
Email	4-24 Hours	<p>Email support is for non-critical requests.</p> <ul style="list-style-type: none"> <li>▪ Response time will vary from 4 hours to 24 hours during normal business hours, depending on technician availability.</li> <li>▪ Normal, non-Holiday business hours are <b>7am to 6pm CST Monday through Friday</b></li> </ul> <p>Examples of non-critical requests are:</p> <ul style="list-style-type: none"> <li>▪ Software installation</li> <li>▪ Issues for which a workaround has been implemented.</li> <li>▪ Frequently asked questions (FAQ)-type requests</li> <li>▪ Adding / Deleting users</li> <li>▪ General consulting questions</li> </ul>	
<p><sup>1</sup> Response time is calculated from the time that the request for help is received by us through our designated support channels. Requests received in any other manner may result in delayed or non-responses.</p> <p><sup>2</sup> Extended Hours support is available 24/7 for remote helpdesk only. Escalated support during extended Hours is not included. If Escalated support during Extended Hours support is provided, Client will be billed for such support at one and one-half times (1.5x) our then-current hourly rates, with a minimum of one (1) hour. All partial hours after the first hour are billed in fifteen (15) minute increments, with partial increments billed to the next higher increment.</p>			

## Fees

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

**Changes to Environment.** Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes. You and we can agree to modify the managed environment (such as the number of covered devices, authorized users, etc.) by mutual consent (email is sufficient for this purpose). **All workstations, servers, access points, switches, and firewalls that are on the client's corporate network and/or are accessing corporate information must be covered by a quote. Devices that are included in the Statement of Equipment but are on the client's network may be subject to an onboarding fee, and will be added to the agreement before they can be supported by Imagenet.**

**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 notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

**Microsoft Licensing Fees.** The Services may require that we purchase certain "per seat" licenses from Microsoft (which Microsoft refers to as New Commerce Experience or "NCE Licenses") in order to provide you with one or more of the following applications: Microsoft 365, Dynamics 365, Windows 365, and Microsoft Power Platform (each, an "NCE Application"). Generally, we purchase NCE Licenses on a monthly basis for our clients to maintain flexibility with licensing changes; however, we may, from time to time, purchase NCE Licenses on a one-year 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 client. For that reason, you understand and agree that regardless of the reason for the 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 Service Guide ("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.

Remediation services resulting from penetration tests and vulnerability scans are covered by this agreement solely for manufacturer-provided patches for Windows and Mac Operating Systems, and manufacturer-provided firmware updates for edge devices (firewalls). All other remediation services arising from penetration tests and vulnerability scans will be scoped and performed as a separate, billable project.

### **Configuration of Third-Party Services**

Certain third-party services provided to you under this Service Guide 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 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 efficiently and effectively; 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) if 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 guarantee 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 clients.

### **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.

### **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 be requested by us from time to time. These meetings are intended to educate you about recommended (and potentially crucial) modifications to your IT environment and 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.

### **VCIO or VCISO Services**

The advice and suggestions provided by us in our capacity as a virtual chief information or virtual chief information security 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 clients') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your clients') 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.

### **Hardware-as-a-Service (HaaS)**

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

### **Azure-Based Services**

Microsoft Azure is a cloud-based platform hosted by Microsoft through which tools, applications, and services (collectively, "Hosted Services") can be accessed and operated online. The Hosted Services are organized, managed, and contained within a single billing group defined as a subscription. ("Azure Subscription"). ImageNet uses an Azure Subscription to manage and bill the Hosted Services provided to you. The Azure Subscription is offered on a consumption or "pay as you go" model, meaning that Azure users are billed only for the specific Hosted Services that they use.

You will receive the Hosted Services indicated in the Quote; however, as a condition of your access to, and use of, the Hosted Services, you agree to the following:

You agree to allow and facilitate continuous Azure Granular Delegated Admin Privileges ("GDAP") integration with ImageNet's Microsoft Partner account as necessary by ImageNet to access and/or manage the Hosted Services. You agree to allow and facilitate continuous Azure GDAP integration with ImageNet's authorized Microsoft distributor, which is necessary to provision, license, and manage Subscription billing. You agree not to modify or remove the GDAP integrations during the term of this agreement without ImageNet's express written permission.

ImageNet will create an Azure Subscription in the Client's Azure tenant for the administration and management of the Hosted Services. To help ensure consistent and unified control over the account, ImageNet will be the owner of the Subscription and will have owner-level access and control of the Hosted Services.

Each Hosted Service is provided on a "pay as you go" model and a single Hosted Service might involve multiple pricing tiers. Even small changes to the Hosted Services could result in significantly higher monthly usage fees. As such, it is crucial that ImageNet be the sole and exclusive administrator of the Hosted Services and the Azure Subscription. For that reason, ImageNet shall not disclose to Client or any third party the login credentials for the administrative settings or controls for the Azure Subscription ("Administrative Controls"), and you shall not require ImageNet to do so. Further, you agree to refrain from taking any action that restricts or interferes, or may tend to restrict or interfere, with ImageNet's ability to administer, maintain, and/or modify the Hosted Services.

You agree not to use any administrative controls in your Azure tenant to add, remove, or change the configurations, features, functions, admin access, or operations of the Hosted Services, including but not limited to account changes, permission changes, or tenant-wide policies, without ImageNet's prior written consent, with the sole exception of temporary actions necessary to safeguard information during a cybersecurity incident.

You agree to be responsible for any charges incurred through the Azure Subscription due to unauthorized use of your access credentials. Unauthorized usage can result in significantly higher monthly usage fees. It is your responsibility to keep your access credentials secure and to notify ImageNet immediately if you believe they may have been compromised. You agree to be responsible for any charges incurred due to your own modification of settings or configuration in the software or Hosted Services provided by ImageNet.

ImageNet and/or Microsoft reserve(s) the right (but not the obligation) to suspend Client's access to the Azure Subscription if unusual spikes are detected in the usage of Hosted Services, or if fraudulent activity is reasonably

suspected in or through Client's account, or if Client (or any unauthorized person) attempts to access, or accesses, the Administrative Controls.

Client shall allow Azure application registrations within the Azure tenant with sufficient access and/or permissions so that ImageNet may perform service-related management tasks.

Client shall provision a user account in the Azure Tenant for ImageNet's use for the administration of the subscription.

Microsoft publishes an SLA document for Azure services, which may be retrieved at the following link: <https://aka.ms/CSLA>. ImageNet does not guarantee that the Azure Subscription or the Hosted Services will run in an error-free or uninterrupted manner.

### **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.

# Backup and Disaster Recovery Service Guide

This Backup and Disaster Recovery Service Guide provided by ImageNet Consulting, LLC ("ImageNet," "we," "us", or "our) contains provisions that define, clarify, and govern the services described in the quotes that will be provided to you (the "Quote" or the "Quotes"). This Backup and Disaster Recovery Service document is incorporated by reference into the Master Services Agreement (the "Agreement"), is governed by all of the provisions therein, and is attached thereto as Schedule B.

## Backup and Disaster Recovery as-a-Service (BDRaaS) Services

**Service Description.** We will provide backup services as described in the applicable Quote(s) (the "BDR Services"). These services may include, but are not limited to, the monitoring, management, and maintenance of designated backup systems and software. Specific details regarding the scope of the BDR Services, such as retention policies and storage capacity, will be outlined in the Quote.

**Internet Dependency and Limitations.** You acknowledge and agree that the BDR Services rely on a stable and consistently available internet connection. The speed and reliability of your internet service will have a direct impact on the performance of the BDR Services, including backup completion times and data recovery timelines. We shall not be liable for any failure or delay in the provision of the BDR Services caused by internet or telecommunications outages or limitations.

**Hardware Limitations and Disclaimer.** You understand that all computer hardware, including backup appliances, servers, network equipment, and related components, are subject to potential failure due to malfunction, telecommunication issues, or other unforeseen circumstances. While we will take commercially reasonable steps to maintain the ImageNet-provided hardware as part of the BDR Services, we do not warrant against hardware failure. Furthermore, due to inherent technological limitations, the possibility of data corruption or loss during backup or recovery processes cannot be entirely eliminated. You agree that we shall not be held responsible for any such data corruption or loss.

**Client Responsibility for Local Backup.** To mitigate the risk of unintentional data loss, you are strongly advised to maintain a separate, local backup of all critical data.

**Additional Notes on ImageNet Backup and Disaster Recovery as-a-Service (BDRaaS).** The BDRaaS service is contingent upon an active Managed IT Agreement with us. Upon termination of the Managed IT Agreement, we will schedule a time for the retrieval of all ImageNet-provided BDRaaS hardware, including but not limited to the backup appliance, uninterruptible power supply (UPS), cables, and external hard drive(s).

- If the local backup data growth exceeds the capacity of the provided BDRaaS appliance, we will provide a separate quote for an upgrade or replacement of the appliance.
- Cloud storage capacity is subject to change based on your data retention policies and the rate of data modification ("data churn"). You may be required to purchase expanded cloud storage capacity at your sole expense to accommodate your data growth and retention requirements. We are able to provide a quote for additional cloud capacity.
- We reserve the right to change software and service solutions utilized for BDRaaS at its sole discretion. You acknowledge and agree to be bound by the legal terms of our current third-party vendors, which are available online and upon request from you to us.
- ImageNet's offsite default retention is two (2) years, and onsite retention is one (1) year, if storage space allows.
- ImageNet attempts to back up all client data on Windows Servers every hour between 6 am and 8 pm every day by default. Workstation backups are set to run every four (4) hours throughout each day.
- This agreement does not pertain to cloud-to-cloud backup solutions purchased under a different quote (e.g., Microsoft365 and Google Workspace backups).

**Data Integrity Disclaimer.** Recovery coverage is contingent upon the integrity of the backups or the data stored on the backup devices. We do not guarantee the integrity of any backups or the data residing on the backup devices and shall not be liable for failures due to corrupted or unusable backup data. Server restoration will be limited to the point of the last successful backup.

## Managed Backups

**Scope of Services.** For Managed Backup services, we will provide the following:

- Monitoring of your designated backup systems.
- Troubleshooting and remediation of failed backup jobs and disk-related errors.
- Preventive maintenance and management of the backup software.
- Software updates for the backup appliance (if applicable).
- Problem analysis by our Centralized Services team related to backup issues.

**Backup Data Security.** All data backed up as part of the BDR-as-a-Service is encrypted both in transit and at rest using industry-standard 256-bit AES encryption.

**Backup Retention.** Backed-up data will be retained according to the default retention policies specified in the **Additional Notes on ImageNet Backup and Disaster Recovery as-a-Service (BDRaaS)** section above, to the extent feasible within the limitations of your purchased backup infrastructure capacity. It is your sole responsibility to inform us of any legal, regulatory, or compliance requirements regarding data retention that apply to your data. You are responsible for ensuring that you have purchased sufficient backup storage capacity to meet these requirements. We are not responsible for compliance with your specific data retention obligations unless explicitly agreed upon in writing.

**Backup Alerts.** Managed servers will be configured to generate alerts to us in the event of backup failures. While we will use commercially reasonable efforts to address these alerts in a timely manner, you acknowledge that the receipt of an alert does not guarantee immediate resolution.

## Recovery of Data

**Request Method.** To initiate the recovery of backed-up data, you must submit a support ticket through one of the following methods:

- Email: mitsupport@imagenet.com
- Chat Support: (If applicable, as indicated in your service documentation)
- Telephone: 844-606-2600

All requests must include sufficient detail to identify the specific data to be recovered and the desired recovery location.

**Restoration Time.** We will use commercially reasonable efforts to restore your backed-up data as quickly as possible upon receipt of a valid recovery request. However, you acknowledge that data restoration times are subject to technician availability, the size and complexity of the data being restored, the performance of your internet connection (if applicable), and the integrity of the backup media.

As general guidelines, not guarantees, we will endeavor to meet the following initial restoration targets:

- Up to 100 MB of data: Within approximately 4 hours of your request.
- Between 100 MB and 500 MB of data: Within approximately 8 hours of your request.
- Data restoration exceeding 500 MB will be handled based on technician availability and the complexity of the recovery process. We will provide you with an estimated timeframe upon assessment of your request.

**On-Site Recovery Assistance (If Applicable).** If on-site assistance is required for data recovery, it may be subject to additional charges as outlined in a separate Quote.

## **Offboarding**

Upon receipt of a termination request from you for backup services or Managed IT (MIT) services, we shall initiate an offboarding project. This project will be completed by the offboarding date mutually agreed upon at the time the termination request is submitted by you. We reserve the right to delete any onsite or offsite backups managed by us thirty (30) days following the effective termination date.

## **Limitation of Liability**

In addition to the limitations of liability set forth in the Agreement, you specifically acknowledge and agree that our liability arising out of or related to this Agreement and the BDR Services shall be further limited to the fees paid by you to us for the specific Backup Services during the twelve (12) month period immediately preceding the event giving rise to the liability. We shall not be liable for any indirect, consequential, incidental, special, or punitive damages, including but not limited to loss of profits, loss of data, business interruption, or the cost of procuring substitute services, even if we have been advised of the possibility of such damages.

## **Entire Agreement**

This Backup and Recovery Service Guide, together with the Agreement and any applicable Quotes, constitutes the entire agreement between the parties with respect to the BDR Services and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

By signing the Quote and therefore utilizing the BDR Services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Backup and Recovery Service Guide and the accompanying Agreement.

**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 executed this Agreement, the effective date of which shall be the date upon which you have signed and dated this Agreement. This Agreement incorporates by reference our Service Guide at Schedule A, which is further described below. This Agreement also governs each and every written quote, proposal, service order, or similar document (electronic or otherwise) offered to you by ImageNet. (In this Agreement, we refer collectively to all of these 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”), all of which are incorporated by reference and attached hereto as Schedule B. 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 (collectively, “Out of Scope Services”) and will not be provided to you unless we expressly agree to do so in writing. In addition to a Quote, the Services are also defined, clarified, and governed under an additional document that is referred to in this Agreement as a “Service Guide.” Our Service 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.
- c) **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 Service Guide and this Agreement will be interpreted in favor of the Services Guide.
- d) **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. Some services may be provided 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. **You expressly agree that we shall not 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 and you agree to accept a reasonable workaround or, if available, at our option 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 and you agree that you shall not contest 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. We expressly advise following all of our recommended procedures. If you or any of your employees, officers, directors, or other agents refuse or fail to follow our Advice, it will constitute a breach of this Agreement and you agree to indemnify and hold us harmless in accordance with the Limitation of Liability and Indemnification provisions herein. Our Advice, which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. You agree that 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 you agree that we may terminate the applicable Services For Cause (explained below) by providing notice of termination to you or, alternatively, that 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 Services.
  - 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, you agree that (a) we will not be responsible, and you will hold us harmless, 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, you acknowledge and agree that 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, and you expressly acknowledge and agree to pay any such OEM Fees incurred by us on your behalf 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. You agree to provide and assure, throughout the term of this Agreement, proper and safe environmental conditions for the Environment. 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 shall be 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 the 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 we shall have no liability whatsoever for the quality, functionality, or operability of any Third Party Products, and we shall not be held liable as an insurer or guarantor of the performance, uptime, or usefulness of any Third Party Products. You shall 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.** Except as otherwise provided below, you agree to 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 in writing for 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 you request in writing for us to allow a Legacy Device to remain in the Environment or if you decline to promptly replace a Legacy Device after 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. You agree 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 and to provide a certificate from your insurance company verifying cybersecurity insurance coverage.
- e) **Waiver of Liability for Failure to Follow Advice.** If you or any of your employees, officers, directors, or other agents refuse or fail to follow our Advice, it will constitute a breach of this Agreement and you agree to indemnify us as provided below and to hold us harmless from any and all claims, loss of damage, liabilities and costs, including attorney's fees, resulting from any such failure or refusal to follow our Advice.

#### 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 is effective as of the date you sign it (the "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 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"). 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 your termination of the Services constitutes a material breach of that Quote, and 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 thirty (30) 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, you understand and agree 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, (iii) was known by the Recipient prior to disclosure by the Discloser, or (iv) 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 in strict confidence 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 to comply with an order of a court or other governmental body, or as otherwise necessary to comply with 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. **With respect to any Confidential Information that constitutes a trade secret as determined under applicable law, such obligations of non-disclosure shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.**

#### OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all work authorship, patents, trademarks, copyrights and other intellectual property owned by such party ("Intellectual Property"), and nothing in this Agreement, any Quote, or a Service Guide conveys or grants any ownership rights or goodwill in one party's Intellectual Property to the other party. For 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 shall 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 Service Guide (described above). We reserve the right, and you hereby agree that we are permitted, to modify our Service 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, smartphones 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 and Client's affiliates, officers, directors, employees and independent contractors or other agents acting on Client's behalf shall 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").** You agree that we shall 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 shall not be obligated to provide the Services to any Unknown Devices. You further agree that your failure or refusal to follow our Advice regarding Unknown Devices constitutes a material breach of this Agreement.
- e) **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 in accordance with your internal media destruction requirements any personal, confidential, and/or highly-sensitive information from such equipment before returning that equipment to us.
- f) **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.
- g) **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.

- h) **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.
- i) **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 an Out-of-Scope Service. You are strongly advised to activate multifactor authentication in any application in or connected to the Environment; however, unless expressly stated in a Quote or in the Service Guide, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. **You agree 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, you agree to hold us harmless from any costs, expenses, or damages arising from or related to such incidents.**
- j) **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.
- k) **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 them based on Microsoft’s recommended best practices; 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 nonfunctional 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.
- l) **No Direct Hiring of Employees.** 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 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 one of the Parties, 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 the other Party.
- 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. In the event that a court of competent jurisdiction determines that truncating the applicable statute of limitation to six (6) months is prohibited by law, then the parties expressly agree to reduce the period of limitation to the minimum permitted by applicable law.
- p) **Severability.** If any provision in this Agreement, in any Quote, or in 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 incorporating by reference each and every effective Quote and the Service 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 Service 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 shall 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).

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

ImageNet Consulting, LLC  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Bethany  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

**CITY OF BETHANY**

From: Michael Vaughn, Finance Director  
Date: 9/16/2025  
Subject: Budget Amendment 26-10

BACKGROUND

The City of Bethany budgeted \$79,061 in the FY 25 Capital Improvement Fund budget to perform needed repairs/refurbishment to the 25<sup>th</sup> St and Shannon Lift Station. The project was not completed in FY 25, with \$61,646 of budgeted funds unexpended. Budget Amendment 26-10 appropriates \$61,646 in the FY 26 budget to complete the project.

RECOMMENDATION

1. Approve Budget Amendment 26-10 (attached).

ADDITIONAL COMMENTS

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



**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: September 16, 2025  
Subject: Approval of Amendment No.1 to the Construction Contract with All Roads Paving, Inc for Pavement Improvement Project N. Peniel Avenue from NW 39<sup>th</sup> to NW 42<sup>nd</sup> (G.O. Bond Proposition 1-D)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included Proposition 1-D for Pavement Improvements for N. Peniel Avenue from NW 39<sup>th</sup> to NW 42<sup>nd</sup> Street.

On November 15, 2022 the City of Bethany entered into a contract for engineering and design services with TEIM Design. Bids were opened and a construction contract was awarded to All Roads Paving, Inc. in the amount of \$408,743.68.

The scope of Amendment No. 1 is to amend existing pay quantities used to complete the work in the amount of \$47,388.87 for a new contract amount of \$456,132.55

RECOMMENDATION

1. Approval of Amendment No. 1 to the construction contract with All Roads Paving Inc for the Pavement Improvement Project N. Peniel from NW 39<sup>th</sup> to NW 42<sup>nd</sup> Street (G.O. Bond Proposition 1-D) in the amount of \$47,388.87.



ADDITIONAL COMMENTS



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September 2, 2025

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

Re: Pavement Improvement Projects  
G.O. Bond Proposition 1-D – N. Peniel Avenue from NW 39<sup>th</sup> to NW 42<sup>nd</sup> Street

Dear Ms. Gray:

I. AMENDMENT NO. 1 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 1 is to amend the existing bid pay item quantities for the completed work.

II. COST ESTIMATE

See Attachment A for the cost breakdown for Amendment No. 1.

Original Contract Amount:	\$408,743.68
Amendment No. 1:	\$47,388.87
Revised Contract Amount:	\$456,132.55

The above and foregoing is hereby accepted this 2<sup>nd</sup> day of September 2025, and the undersigned agrees to perform the work as so indicated in this Amendment No. 1 with said adjustments in the contract sum.

All Roads Paving, Inc.

  
Name and Title      *President*

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act.



\_\_\_\_\_  
Robbie Williams, P.E. City Engineer

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

**APPROVED** by Council of the City of Bethany this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

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

\_\_\_\_\_  
MAYOR

**CITY OF BETHANY - PROPOSITION 1D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)**

**ATTACHEMENT "A"**

GENERAL PAY QUANTITIES - BASE BID - PART A					FINAL QUANTITY	AMENDMENT TOTAL	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	QUANTITY	QUANTITY	PRICE
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	3.00	\$438.75	0.00	-3.00	-\$1,316.25
303(A) 1200	AGGREGATE BASE TYPE A	CY	616.00	\$95.98	898.11	282.11	\$27,076.92
310(B) 5300	SUBGRADE METHOD B	SY	3689.00	\$0.98	1792.00	-1897.00	-\$1,859.06
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	3689.00	\$18.97	3802.00	113.00	\$2,143.61
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	615.00	\$226.80	691.50	76.50	\$17,350.20
612(A) 3200	MANHOLE ADJUST TO GRADE	EA	2.00	\$623.00	1.00	-1.00	-\$623.00
612E 3600	VALVE BOXES ADJUST TO GRADE	EA	4.00	\$385.00	0.00	-4.00	-\$1,540.00
619(B) 6376	REMOVAL OF CONCRETE PAVING W/ ASPHALT OVERLAY	SY	3886.00	\$8.67	3999.00	113.00	\$979.71
619(C) 6600	SAWING PAVEMENT	LF	2104.00	\$4.82	2297.00	193.00	\$930.26
880(B) 6310	CONSTRUCTION SIGNS 6.25 SF TO 15.99 SF	SD	420.00	\$0.02	442.00	22.00	\$0.44
880(B) 6320	CONSTRUCTION SIGNS 15.99 SF TO 32.99 SF	SD	660.00	\$0.50	873.00	213.00	\$106.50

GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART A							
230(A) 7200	SOLID SLAB SODDING	SY	18.00	\$6.00	0.00	-18.00	-\$108.00
609(B) 4370	2'-8" COMB. CRB. & GUT. (6" MNTBLE)	LF	157.00	\$37.00	170.00	13.00	\$481.00
610(A) 5200	4" CONCRETE SIDEWALK	SY	124.00	\$80.57	169.80	45.80	\$3,690.11
619(B) 6404	REMOVAL OF SIDEWALK	SY	38.00	\$9.80	45.80	7.80	\$76.44

<b>AMENDMENT TOTAL BASE BID PRICE</b>	<b>\$43,249.33</b>
<b>AMENDMENT TOTAL ADD ALT#1 BID PRICE</b>	<b>\$4,139.65</b>
<b>AMENDMENT TOTAL ADD ALT #2 BID PRICE</b>	<b>\$0.00</b>
<b>AMENDMENT TOTAL</b>	<b>\$47,388.87</b>

**Agenda: 09/16/2025**

**Item: 6**

**BPWA Item: 3**

**BETHANY CITY COUNCIL  
BETHANY PUBLIC WORKS AUTHORITY**

**From:** Elizabeth Gray, City Manager  
**Date:** September 16, 2025  
**Subject:** Approval of Contract Extension with Brewer Construction Oklahoma LLC for Concrete Paving, Asphalt Paving and Drainage Repair Services

**BACKGROUND**

This contract established unit prices for work related to concrete paving, asphalt paving and drainage projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23<sup>rd</sup> and Council and 58<sup>th</sup> and Mueller that required pavement and storm sewer removal and replacement. In each instance emergency repairs were required, which meant the cost was not readily identified for the work needed. This contract will allow unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place, eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start the repairs. The original contract allowed for up to 2 yearly extensions with cost increases based on the CPI which is currently 2.60%.

The original contract was awarded on October 3, 2023 to Brewer Construction Oklahoma LLC.

The first yearly contract extension was approved on January 21, 2025 to Brewer Construction Oklahoma LLC.

**RECOMMENDATION**

1. Approval of Extension of on-call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Brewer Construction Oklahoma LLC.



**ADDITIONAL COMMENTS**

Funding for this contract comes from the utility line maintenance budget.



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September 4, 2025

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

Re: Concrete Paving, Asphalt Paving and Drainage Repair Services

Dear Ms. Gray:

We are recommending the City of Bethany extend Brewer Construction Oklahoma, LLC, contract for one additional year with a 2.6% increase to the current bid item unit price. Brewer Construction Oklahoma, LLC has performed very well and has been very responsive in emergency repair situations. The extension will be for a third year and final year, the contract documents allow for the City to extend the contract on a yearly basis for a total contract length of three years.

The contract documents allow for the unit bid prices to be adjusted per the rate of the State of Oklahoma Consumer Price Index. We have provided the available information we were able to obtain from the US Bureau of Labor Statics, Midwest Region which the Oklahoma Department of Commerce uses for the Oklahoma Consumer Price Index. Oklahoma is the most northwestern state in the Southern Region as defined by the Bureau of Labor Statistics. However, Oklahoma shares many characteristics with the Midwest Region, which had a CPI increase of 2.6%.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

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

Robbie Williams, P.E.

RW/js

Attachment: US Bureau of Labor Statistics, Consumer Price Index, Midwest Region – July 2025  
New Unit Prices

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### News Release Information

25-1279-KAN  
Tuesday, August 12, 2025

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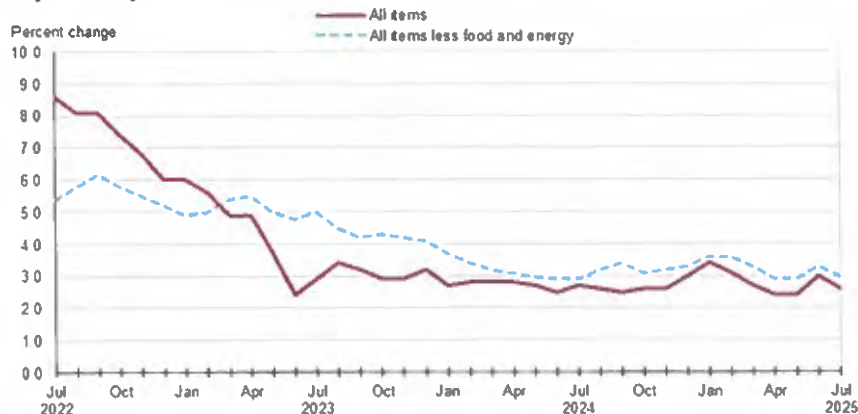
## Consumer Price Index, Midwest Region — July 2025

Regional prices rose 0.1 percent in July, up 2.6 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) in the Midwest region advanced 0.1 percent in July, the U.S. Bureau of Labor Statistics reported today. The advance was led by a 0.2-percent rise in the all items less food and energy index. The energy index declined 0.3 percent, and the index for food fell 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

The Midwest region all items CPI-U increased 2.6 percent for the 12 months ending in July, largely driven by a 3.0-percent rise in the index for all items less food and energy. The food index advanced 2.4 percent, while the energy index declined 1.7 percent.

**Chart 1. Over-the-year percent change in CPI-U, Midwest region, July 2022–July 2025**



Source: U.S. Bureau of Labor Statistics

## Food

Food prices decreased 0.2 percent for the month of July. The Index for food at home (grocery store purchases) fell 0.5 percent, while the index for food away from home (restaurant, cafeteria, and vending purchases) rose 0.3 percent for the same period. Within the index for food at home, a decrease in the index for nonalcoholic beverages and beverage materials (-2.6 percent) contributed most to the decline over the month.

The index for food advanced 2.4 percent over the year. The index for food away from home was up 3.6 percent, and the food at home index rose 1.6 percent. While all six grocery categories contributed to the increase, the meats, poultry, fish, and eggs index led advances (+4.6 percent).

## Energy

The energy index declined 0.3 percent over the month. The indexes for utility (piped) gas service and gasoline both decreased, 1.9 percent and 0.5 percent, respectively. Prices for electricity increased 0.6 percent in July.

From July 2024 to July 2025, the energy index fell 1.7 percent, almost entirely due to lower prices for gasoline (-12.0 percent). Prices for utility (piped) gas service advanced 14.6 percent, and prices for electricity increased 7.4 percent over the same period.

## All items less food and energy

The index for all items less food and energy rose 0.2 percent in July. Among index components, prices were higher for owners' equivalent rent of residences (+0.3 percent), household furnishings and operations (+0.9 percent), and recreation (+0.6 percent). Prices were lower for apparel (-2.1 percent) and public transportation over the month.

The index for all items less food and energy increased 3.0 percent over the year. Components contributing to the increase included owners' equivalent rent of residences (+5.1 percent), medical care services (+3.6 percent), and rent of primary residence (+5.0 percent).

The Consumer Price Index for August 2025 is scheduled to be released on Thursday, September 11, 2025.

## Changes to the CPI

With this release, BLS has replaced survey data collected for the CPI's wireless telephone services index with secondary source data and non-traditional index methods. Additional information is available on the CPI website, [www.bls.gov/cpi/additional-resources/alternative-data-wireless-telephone.htm](http://www.bls.gov/cpi/additional-resources/alternative-data-wireless-telephone.htm), and in a new factsheet "Measuring Price Change in the CPI: Wireless Telephone Services," [www.bls.gov/cpi/factsheets/wireless-telephone-service.htm](http://www.bls.gov/cpi/factsheets/wireless-telephone-service.htm).

With the release of October 2025 data on November 13, 2025, the Bureau of Labor Statistics (BLS) will remove long-term care (LTC) insurance from the health insurance index. Changes in the market for LTC insurance have made it out of scope and ineligible for pricing in the CPI market basket.

## Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for the Midwest region is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program.

The **Midwest region** is comprised of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

**Table 1. Midwest region CPI-U by expenditure category for July 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)**

Expenditure category	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
All Items		297.342	299.529	299.836	2.6	0.8	0.1
All Items (December 1977 = 100)		483.792	487.350	487.850	-	-	-
Food and beverages		322.872	324.690	324.255	2.4	0.4	-0.1
Food		324.441	326.297	325.767	2.4	0.4	-0.2
Food at home		295.100	297.298	295.847	1.6	0.3	-0.5
Cereals and bakery products		340.431	343.292	338.643	0.3	-0.5	-1.4
Meats, poultry, fish, and eggs		336.031	331.587	333.221	4.6	-0.8	0.5
Dairy and related products		246.743	250.552	251.794	1.8	2.0	0.5
Fruits and vegetables		322.279	319.934	320.627	0.2	-0.5	0.2
Nonalcoholic beverages and beverage materials		217.138	224.799	218.873	1.8	0.8	-2.6
Other food at home		259.493	263.419	262.001	1.0	1.0	-0.5
Food away from home		373.201	374.352	375.610	3.6	0.6	0.3
Alcoholic beverages		300.700	301.958	302.965	1.9	0.8	0.3
(1) Indexes on a December 1982=100 base.							
(2) Indexes on a December 1997=100 base.							
(3) Special index based on a substantially smaller sample.							
(4) Indexes on a December 1993=100 base.							
(5) Indexes on a December 1977=100 base.							
- Data not available.							
Note: Index applies to a month as a whole, not to any specific date.							

Expenditure category	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
<b>Housing</b>		302.984	306.269	307.119	4.6	1.4	0.3
<b>Shelter</b>		365.681	367.531	368.499	4.1	0.8	0.3
Rent of primary residence		369.841	371.382	372.598	5.0	0.7	0.3
Owners' equivalent rent of residences <sup>(1)</sup>		374.985	376.508	377.795	5.1	0.7	0.3
Owners' equivalent rent of primary residence <sup>(1)</sup>		374.880	376.399	377.676	5.1	0.7	0.3
<b>Fuels and utilities</b>		290.217	302.248	301.527	7.8	3.9	-0.2
Household energy		236.278	248.463	247.621	9.1	4.8	-0.3
Energy services		244.449	257.665	256.918	9.1	5.1	-0.3
Electricity		249.311	266.313	267.940	7.4	7.5	0.6
Utility (piped) gas service		216.955	223.375	219.114	14.6	1.0	-1.9
Household furnishings and operations		142.399	145.288	146.647	4.8	3.0	0.9
<b>Apparel</b>		121.473	121.256	118.745	-0.8	-2.2	-2.1
<b>Transportation</b>		261.649	262.577	262.629	-0.9	0.4	0.0
Private transportation		260.383	261.740	262.479	-0.9	0.8	0.3
New and used motor vehicles <sup>(2)</sup>		126.766	127.365	127.889	1.8	0.9	0.4
New vehicles		173.548	173.313	173.304	0.5	-0.1	0.0
New cars <sup>(1)</sup>		168.040	167.837	168.095	0.5	0.0	0.2
Used cars and trucks		185.251	187.538	188.932	4.3	2.0	0.7
Motor fuel		276.696	279.272	278.312	-11.8	0.6	-0.3
Gasoline (all types)		276.541	279.088	277.751	-12.0	0.4	-0.5
Gasoline, unleaded regular <sup>(3)</sup>		267.901	270.413	269.007	-12.4	0.4	-0.5
Gasoline, unleaded midgrade <sup>(3)(4)</sup>		332.157	334.956	334.412	-10.0	0.7	-0.2
Gasoline, unleaded premium <sup>(3)</sup>		320.216	322.699	322.268	-8.4	0.6	-0.1
Medical care		563.672	569.926	571.648	2.9	1.4	0.3
Medical care commodities		393.099	394.902	395.971	-0.2	0.7	0.3
Medical care services		620.366	628.264	630.212	3.6	1.6	0.3
Professional services		477.936	485.310	487.287	3.9	2.0	0.4
<b>Recreation<sup>(2)</sup></b>		143.995	143.978	144.889	2.0	0.6	0.6
<b>Education and communication<sup>(2)</sup></b>		143.358	143.737	143.723	0.3	0.3	0.0
Tuition, other school fees, and childcare <sup>(5)</sup>		1,353.575	1,354.088	1,358.311	2.5	0.3	0.3
<b>Other goods and services</b>		569.205	574.322	573.208	3.1	0.7	-0.2

(1) Indexes on a December 1982=100 base.  
(2) Indexes on a December 1997=100 base.  
(3) Special index based on a substantially smaller sample.  
(4) Indexes on a December 1993=100 base.  
(5) Indexes on a December 1977=100 base.

- Data not available.  
Note: Index applies to a month as a whole, not to any specific date.

**Table 2. Midwest region CPI-U by special aggregate Index for July 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)**

Special aggregate Index	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
<b>All items</b>		297.342	299.529	299.836	2.6	0.8	0.1
<b>Food</b>		324.441	326.297	325.767	2.4	0.4	-0.2
<b>Energy</b>		255.799	263.912	263.011	-1.7	2.8	-0.3
<b>All items less food and energy</b>		302.589	304.271	304.849	3.0	0.7	0.2
<b>All items less energy</b>		305.047	306.750	307.167	2.9	0.7	0.1
<b>All items less medical care</b>		284.865	286.851	287.087	2.6	0.8	0.1
<b>All items less shelter</b>		275.208	277.532	277.606	1.9	0.9	0.0
<b>Commodities</b>		218.220	219.723	219.842	0.6	0.7	0.0
<b>Commodities less food</b>		175.141	176.469	176.536	-0.4	0.8	0.0
<b>Commodities less food &amp; beverages</b>		171.256	172.576	172.623	-0.5	0.8	0.0

(1) Indexes on a December 1982=100 base.

- Data not available.  
NOTE: Index applies to a month as a whole, not to any specific date.

Special aggregate index	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
Durables		122.321	123.614	124.409	2.8	1.7	0.6
Nondurables		270.243	271.889	270.816	-0.3	0.2	-0.3
Nondurables less food		225.142	226.254	225.124	-2.9	0.0	-0.5
Nondurables less food & beverages		220.923	222.027	220.781	-3.2	-0.1	-0.6
Services		378.419	381.312	382.035	3.8	1.0	0.2
Services less rent of shelter <sup>(1)</sup>		401.024	405.162	405.637	3.4	1.2	0.1
Services less medical care services		360.547	363.052	363.680	3.8	0.9	0.2

(1) Indexes on a December 1982=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

Last Modified Date: Tuesday, August 12, 2025

U.S. BUREAU OF LABOR STATISTICS Mountain-Plains Information Office Two Pershing Square Building Suite 1190 2300 Main Street Kansas City, MO 64108

Telephone: 816-285-7000 [www.bls.gov/regions/mountain-plains](http://www.bls.gov/regions/mountain-plains) [Contact Mountain-Plains](#)

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				Brewer Construction OK, LLC		
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE	UNIT PRICE
				ORIGINAL BID	WITH 2.65% INCREASE 2nd Year	WITH 2.6% INCREASE 3rd and Final Year
1	Asphalt Pavement Removal	SY	50.00	\$52.00	\$53.38	\$54.77
2	Concrete Pavement Removal	SY	50.00	\$52.00	\$53.38	\$54.77
3	Curb Removal	LF	50.00	\$33.00	\$33.87	\$34.76
4	Furnish Lime	Ton	50.00	\$176.00	\$180.66	\$185.36
5	Furnish Fly Ash	Ton	50.00	\$104.00	\$106.76	\$109.53
6	Furnish Cement Kiln Dust	Ton	50.00	\$98.00	\$100.60	\$103.21
7	6" LimeTreated Subgrade, ODOT Section 307	SY	250.00	\$33.00	\$33.87	\$34.76
8	6" Flyash Subgrade Modification, ODOT Section 317	SY	250.00	\$26.00	\$26.69	\$27.38
9	6" CKD Subgrade Modification, ODOT Special Provision	SY	250.00	\$26.00	\$26.69	\$27.38
10	6" P.C. Concrete Paving	SY	250.00	\$150.00	\$153.98	\$157.98
11	1" Additional P.C. Concrete Paving	SY	250.00	\$18.00	\$18.48	\$18.96
12	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$195.00	\$200.17	\$205.37
13	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$18.00	\$18.48	\$18.96
14	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$228.00	\$234.04	\$240.13
15	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$267.00	\$274.08	\$281.20
16	6" Integral Concrete Curb	LF	50.00	\$33.00	\$33.87	\$34.76
17	8" Integral Concrete Curb	LF	50.00	\$33.00	\$33.87	\$34.76
18	6" Fast Track Patching (2,800PSI in 12 Hours)	SY	50.00	\$325.00	\$333.61	\$342.29
19	Unclassified Excavation	CY	100.00	\$52.00	\$53.38	\$54.77
20	8" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$130.00	\$133.45	\$136.91
21	6" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$130.00	\$133.45	\$136.91
22	Washed River Sand	Ton	50.00	\$42.00	\$43.11	\$44.23
23	Traffic Stripe (Paint) (4-Inch Wide)	LF	500.00	\$3.00	\$3.08	\$3.16
24	Handicap Ramp	SY	25.00	\$325.00	\$333.61	\$342.29
25	Driveway Replacement	SY	25.00	\$228.00	\$234.04	\$240.13
26	4" Sidewalk	SY	25.00	\$195.00	\$200.17	\$205.37
27	Inlet Adjustment	EA	1.00	\$1,950.00	\$2,001.68	\$2,053.72
28	Manhole Adjustment	EA	1.00	\$1,300.00	\$1,334.45	\$1,369.15
29	Storm Sewer Hood Replacement	EA	1.00	\$715.00	\$733.95	\$753.03
30	Select Borrow	CY	50.00	\$78.00	\$80.07	\$82.15
31	Valve Box Adjustment	EA	1.00	\$364.00	\$373.65	\$383.36
32	3500 P.S.I. Structural Concrete	CY	25.00	\$774.00	\$794.51	\$815.17
33	Reinforcing Steel (GR 60)	LBS	2,500.00	\$2.93	\$3.01	\$3.09
34	Flowable Fill	CY	25.00	\$312.00	\$320.27	\$328.59
35	15" CGMP	LF	25.00	\$54.00	\$55.43	\$56.87
36	15" CGMP End Section	EA	1.00	\$501.00	\$514.28	\$527.65
37	18" CGMP	LF	25.00	\$58.00	\$59.54	\$61.08
38	18" CGMP End Section	EA	1.00	\$553.00	\$567.65	\$582.41
39	24" CGMP	LF	25.00	\$75.00	\$76.99	\$78.99
40	24" CGMP End Sections	EA	1.00	\$731.00	\$750.37	\$769.88
41	36" CGMP	LF	25.00	\$99.00	\$101.62	\$104.27
42	36" CGMP End Sections	EA	1.00	\$1,489.00	\$1,528.46	\$1,568.20
43	42" CGMP	LF	25.00	\$115.00	\$118.05	\$121.12
44	42" CGMP End Sections	EA	1.00	\$2,479.00	\$2,544.69	\$2,610.86
45	48" CGMP	LF	25.00	\$144.00	\$147.82	\$151.66
46	48" CGMP End Sections	EA	1.00	\$3,103.00	\$3,185.23	\$3,268.05
47	54" CGMP	LF	25.00	\$181.00	\$185.80	\$190.63
48	54" CGMP End Sections	EA	1.00	\$3,822.00	\$3,923.28	\$4,025.29
49	60" CGMP	LF	25.00	\$194.00	\$199.14	\$204.32
50	60" CGMP End Sections	EA	1.00	\$5,610.00	\$5,758.67	\$5,908.39
51	66" CGMP	LF	25.00	\$207.00	\$212.49	\$218.01
52	66" CGMP End Sections	EA	1.00	\$6,234.00	\$6,399.20	\$6,565.58
53	72" CGMP	LF	25.00	\$220.00	\$225.83	\$231.70
54	72" CGMP End Sections	EA	1.00	\$7,089.00	\$7,276.86	\$7,466.06
55	78" CGMP	LF	25.00	\$244.00	\$250.47	\$256.98
56	78" CGMP End Sections	EA	1.00	\$8,397.00	\$8,619.52	\$8,843.63
57	21" X 15" CGMPA	LF	25.00	\$61.00	\$62.62	\$64.24
58	21" X 15" CGMPA End Sections	EA	1.00	\$533.00	\$547.12	\$561.35
59	28" X 20" CGMPA	LF	25.00	\$70.00	\$71.86	\$73.72

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				Brewer Construction OK, LLC		
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE	UNIT PRICE
				ORIGINAL BID	WITH 2.65% INCREASE	WITH 2.6% INCREASE
60	28" X 20" CGMPA End Sections	EA	1.00	\$623.00	\$639.51	\$656.14
61	42" X 29" CGMPA	LF	25.00	\$110.00	\$112.92	\$115.85
62	42" X 29" CGMPA End Sections	EA	1.00	\$1,179.00	\$1,210.24	\$1,241.71
63	57" X 38" CGMPA	LF	25.00	\$173.00	\$177.58	\$182.20
64	57" X 38" CGMPA End Sections	EA	1.00	\$2,281.00	\$2,341.45	\$2,402.32
65	71" X 47" CGMPA	LF	25.00	\$229.00	\$235.07	\$241.18
66	71" X 47" CGMPA End Sections	EA	1.00	\$3,904.00	\$4,007.46	\$4,111.65
67	18" RCP (O-Ring)	LF	25.00	\$89.00	\$91.36	\$93.73
68	18" RCP End Section	EA	1.00	\$2,040.00	\$2,094.06	\$2,148.51
69	24" RCP (O-Ring)	LF	25.00	\$110.00	\$112.92	\$115.85
70	24" RCP End Section	EA	1.00	\$2,207.00	\$2,265.49	\$2,324.39
71	36" RCP (O-Ring)	LF	25.00	\$188.00	\$192.98	\$198.00
72	36" RCP End Section	EA	1.00	\$4,231.00	\$4,343.12	\$4,456.04
73	42" RCP (O-Ring)	LF	25.00	\$243.00	\$249.44	\$255.92
74	42" RCP End Section	EA	1.00	\$5,415.00	\$5,558.50	\$5,703.02
75	48" RCP (O-Ring)	LF	25.00	\$311.00	\$319.24	\$327.54
76	48" RCP End Section	EA	1.00	\$8,646.00	\$8,875.12	\$9,105.87
77	54" RCP (O-Ring)	LF	25.00	\$357.00	\$366.46	\$375.99
78	54" RCP End Section	EA	1.00	\$11,272.00	\$11,570.71	\$11,871.55
79	60" RCP (O-Ring)	LF	25.00	\$435.00	\$446.53	\$458.14
80	60" RCP End Section	EA	1.00	\$13,849.00	\$14,216.00	\$14,585.61
81	66" RCP (O-Ring)	LF	25.00	\$515.00	\$528.65	\$542.39
82	66" RCP End Section	EA	1.00	\$14,560.00	\$14,945.84	\$15,334.43
83	72" RCP (O-Ring)	LF	25.00	\$595.00	\$610.77	\$626.65
84	72" RCP End Section	EA	1.00	\$18,186.00	\$18,667.93	\$19,153.30
85	Television Inspection (Storm Pipe)	LF	100.00	\$16.00	\$16.42	\$16.85
86	Filter Fabric	SY	100.00	\$7.00	\$7.19	\$7.37
87	Crushed Rock (1 1/2 Inch Coarse)	TON	50.00	\$69.00	\$70.83	\$72.67
88	ODOT Type A Aggregate Base	TON	50.00	\$85.00	\$87.25	\$89.52
89	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$74.00	\$75.96	\$77.94
90	4' Dia. Manhole	EA	1.00	\$3,250.00	\$3,336.13	\$3,422.86
91	Extra Depth Manhole (4')	LF	10.00	\$325.00	\$333.61	\$342.29
92	5' Dia. Manhole	EA	1.00	\$4,225.00	\$4,336.96	\$4,449.72
93	Extra Depth Manhole (5')	VF	10.00	\$455.00	\$467.06	\$479.20
94	Manhole Ring and Lid	EA	5.00	\$520.00	\$533.78	\$547.66
95	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$13.00	\$13.34	\$13.69
96	Rehab. Existing Manhole	EA	2.00	\$3,250.00	\$3,336.13	\$3,422.86
97	Cast Iron Curb Inlet (OKC Design 2-0)	EA	2.00	\$4,550.00	\$4,670.58	\$4,792.01
98	Grated Street Inlet (OKC) (26')	EA	1.00	\$41,600.00	\$42,702.40	\$43,812.66
99	Grated Street Inlet Additional Depth (OKC)	VF	5.00	\$1,950.00	\$2,001.68	\$2,053.72
100	Epoxy Coated Reinforcing Steel	LBS	250.00	\$5.00	\$5.13	\$5.27
101	Saw Cutting	LF	250.00	\$10.00	\$10.27	\$10.53
102	Filter Fabric Silt Fence	LF	100.00	\$13.00	\$13.34	\$13.69
103	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$200.00	\$205.30	\$210.64
104	Traffic Control	LSUM	1.00	\$25,000.00	\$25,662.50	\$26,329.73
105	Tack Coat	GAL	100.00	\$7.00	\$7.19	\$7.37
106	Traffic Strip (Paint) (Symbol)	EA	4.00	\$780.00	\$800.67	\$821.49
107	Bonds	LSUM	1.00	\$16,250.00	N/A	N/A

**Agenda: 09/16/2025**  
**Item: 7**  
**BPWA Item: 4**

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

**From:** Elizabeth Gray, City Manager  
**Date:** September 16, 2025  
**Subject:** Approval of Contract Extension with Krapff-Reynolds Construction Co. for Water and Wastewater Repair Services

BACKGROUND

This contract established unit prices for work related to water and wastewater projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23<sup>rd</sup> and Council and 55<sup>th</sup> and Mueller, as well as wastewater infrastructure near 58th and Mueller. In each instance emergency repairs were required, which meant the cost was not readily identified for the work needed. This contract will allow for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place, eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start repairs. The original contract allowed for up to 2 yearly extensions with cost increases based on the CPI which is currently 2.60%.

The original contract was awarded on October 3, 2023 to Krapff- Reynolds Construction Co.

The first yearly contract extension was approved on January 21, 2025 to Krapff-Reynolds Construction Co.

RECOMMENDATION

1. Approval of Extension of on-call services contract for Water and Wastewater Repair Services to Krapff-Reynolds Construction Co.

ADDITIONAL COMMENTS

Funding for this contract comes from the water and wastewater maintenance budget.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 4, 2025

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

Re: Water and Wastewater Repair Services

Dear Ms. Gray:

We are recommending the City of Bethany extend Krapff-Reynolds Construction Company, contract for one additional year with a 2.6% increase to the original bid item unit price. Krapff-Reynolds Construction Company has performed very well and has been very responsive in emergency repair situations. The extension will be for a third year and final year, the contract documents allow for the City to extend the contract on a yearly basis for a total contract length of three years.

The contract documents allow for the unit bid prices to be adjusted per the rate of the State of Oklahoma Consumer Price Index. We have provided the available information we were able to obtain from the US Bureau of Labor Statics, Midwest Region which the Oklahoma Department of Commerce uses for the Oklahoma Consumer Price Index. Oklahoma is the most northwestern state in the Southern Region as defined by the Bureau of Labor Statistics. However, Oklahoma shares many characteristics with the Midwest Region, which had a CPI increase of 2.6%.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW', written over a white background.

Robbie Williams, P.E.

RW/js

Attachment: US Bureau of Labor Statistics, Consumer Price Index, Midwest Region – July 2025  
New Unit Prices

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### News Release Information

25-1279-KAN  
Tuesday, August 12, 2025

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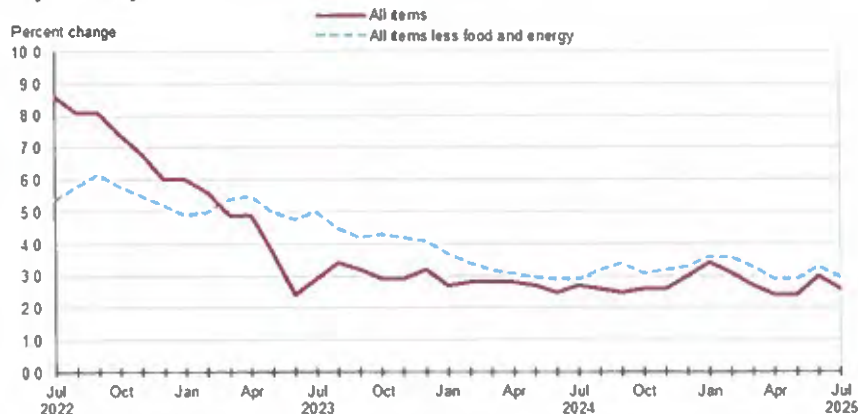
## Consumer Price Index, Midwest Region — July 2025

Regional prices rose 0.1 percent in July, up 2.6 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) in the Midwest region advanced 0.1 percent in July, the U.S. Bureau of Labor Statistics reported today. The advance was led by a 0.2-percent rise in the all items less food and energy index. The energy index declined 0.3 percent, and the index for food fell 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

The Midwest region all items CPI-U increased 2.6 percent for the 12 months ending in July, largely driven by a 3.0-percent rise in the index for all items less food and energy. The food index advanced 2.4 percent, while the energy index declined 1.7 percent.

**Chart 1. Over-the-year percent change in CPI-U, Midwest region, July 2022–July 2025**



Source: U.S. Bureau of Labor Statistics

## Food

Food prices decreased 0.2 percent for the month of July. The Index for food at home (grocery store purchases) fell 0.5 percent, while the index for food away from home (restaurant, cafeteria, and vending purchases) rose 0.3 percent for the same period. Within the index for food at home, a decrease in the index for nonalcoholic beverages and beverage materials (-2.6 percent) contributed most to the decline over the month.

The index for food advanced 2.4 percent over the year. The index for food away from home was up 3.6 percent, and the food at home index rose 1.6 percent. While all six grocery categories contributed to the increase, the meats, poultry, fish, and eggs index led advances (+4.6 percent).

## Energy

The energy index declined 0.3 percent over the month. The indexes for utility (piped) gas service and gasoline both decreased, 1.9 percent and 0.5 percent, respectively. Prices for electricity increased 0.6 percent in July.

From July 2024 to July 2025, the energy index fell 1.7 percent, almost entirely due to lower prices for gasoline (-12.0 percent). Prices for utility (piped) gas service advanced 14.6 percent, and prices for electricity increased 7.4 percent over the same period.

## All items less food and energy

The index for all items less food and energy rose 0.2 percent in July. Among index components, prices were higher for owners' equivalent rent of residences (+0.3 percent), household furnishings and operations (+0.9 percent), and recreation (+0.6 percent). Prices were lower for apparel (-2.1 percent) and public transportation over the month.

The index for all items less food and energy increased 3.0 percent over the year. Components contributing to the increase included owners' equivalent rent of residences (+5.1 percent), medical care services (+3.6 percent), and rent of primary residence (+5.0 percent).

The Consumer Price Index for August 2025 is scheduled to be released on Thursday, September 11, 2025.

## Changes to the CPI

With this release, BLS has replaced survey data collected for the CPI's wireless telephone services index with secondary source data and non-traditional index methods. Additional information is available on the CPI website, [www.bls.gov/cpi/additional-resources/alternative-data-wireless-telephone.htm](http://www.bls.gov/cpi/additional-resources/alternative-data-wireless-telephone.htm), and in a new factsheet "Measuring Price Change in the CPI: Wireless Telephone Services," [www.bls.gov/cpi/factsheets/wireless-telephone-service.htm](http://www.bls.gov/cpi/factsheets/wireless-telephone-service.htm).

With the release of October 2025 data on November 13, 2025, the Bureau of Labor Statistics (BLS) will remove long-term care (LTC) insurance from the health insurance index. Changes in the market for LTC insurance have made it out of scope and ineligible for pricing in the CPI market basket.

## Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for the Midwest region is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program.

The **Midwest region** is comprised of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

**Table 1. Midwest region CPI-U by expenditure category for July 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)**

Expenditure category	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
All Items		297.342	299.529	299.836	2.6	0.8	0.1
All Items (December 1977 = 100)		483.792	487.350	487.850	-	-	-
Food and beverages		322.872	324.690	324.255	2.4	0.4	-0.1
Food		324.441	326.297	325.767	2.4	0.4	-0.2
Food at home		295.100	297.298	295.847	1.6	0.3	-0.5
Cereals and bakery products		340.431	343.292	338.643	0.3	-0.5	-1.4
Meats, poultry, fish, and eggs		336.031	331.587	333.221	4.6	-0.8	0.5
Dairy and related products		246.743	250.552	251.794	1.8	2.0	0.5
Fruits and vegetables		322.279	319.934	320.627	0.2	-0.5	0.2
Nonalcoholic beverages and beverage materials		217.138	224.799	218.873	1.8	0.8	-2.6
Other food at home		259.493	263.419	262.001	1.0	1.0	-0.5
Food away from home		373.201	374.352	375.610	3.6	0.6	0.3
Alcoholic beverages		300.700	301.958	302.965	1.9	0.8	0.3
(1) Indexes on a December 1982=100 base. (2) Indexes on a December 1997=100 base. (3) Special index based on a substantially smaller sample. (4) Indexes on a December 1993=100 base. (5) Indexes on a December 1977=100 base. - Data not available. Note: Index applies to a month as a whole, not to any specific date.							

Expenditure category	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
<b>Housing</b>		302.984	306.269	307.119	4.6	1.4	0.3
<b>Shelter</b>		365.681	367.531	368.499	4.1	0.8	0.3
Rent of primary residence		369.841	371.382	372.598	5.0	0.7	0.3
Owners' equivalent rent of residences <sup>(1)</sup>		374.985	376.508	377.795	5.1	0.7	0.3
Owners' equivalent rent of primary residence <sup>(1)</sup>		374.880	376.399	377.676	5.1	0.7	0.3
<b>Fuels and utilities</b>		290.217	302.248	301.527	7.8	3.9	-0.2
Household energy		236.278	248.463	247.621	9.1	4.8	-0.3
Energy services		244.449	257.665	256.918	9.1	5.1	-0.3
Electricity		249.311	266.313	267.940	7.4	7.5	0.6
Utility (piped) gas service		216.955	223.375	219.114	14.6	1.0	-1.9
Household furnishings and operations		142.399	145.288	146.647	4.8	3.0	0.9
<b>Apparel</b>		121.473	121.256	118.745	-0.8	-2.2	-2.1
<b>Transportation</b>		261.649	262.577	262.629	-0.9	0.4	0.0
Private transportation		260.383	261.740	262.479	-0.9	0.8	0.3
New and used motor vehicles <sup>(2)</sup>		126.766	127.365	127.889	1.8	0.9	0.4
New vehicles		173.548	173.313	173.304	0.5	-0.1	0.0
New cars <sup>(1)</sup>		168.040	167.837	168.095	0.5	0.0	0.2
Used cars and trucks		185.251	187.538	188.932	4.3	2.0	0.7
Motor fuel		276.696	279.272	278.312	-11.8	0.6	-0.3
Gasoline (all types)		276.541	279.088	277.751	-12.0	0.4	-0.5
Gasoline, unleaded regular <sup>(3)</sup>		267.901	270.413	269.007	-12.4	0.4	-0.5
Gasoline, unleaded midgrade <sup>(3)(4)</sup>		332.157	334.956	334.412	-10.0	0.7	-0.2
Gasoline, unleaded premium <sup>(3)</sup>		320.216	322.699	322.268	-8.4	0.6	-0.1
Medical care		563.672	569.926	571.648	2.9	1.4	0.3
Medical care commodities		393.099	394.902	395.971	-0.2	0.7	0.3
Medical care services		620.366	628.264	630.212	3.6	1.6	0.3
Professional services		477.936	485.310	487.287	3.9	2.0	0.4
<b>Recreation<sup>(2)</sup></b>		143.995	143.978	144.889	2.0	0.6	0.6
<b>Education and communication<sup>(2)</sup></b>		143.358	143.737	143.723	0.3	0.3	0.0
Tuition, other school fees, and childcare <sup>(5)</sup>		1,353.575	1,354.088	1,358.311	2.5	0.3	0.3
<b>Other goods and services</b>		569.205	574.322	573.208	3.1	0.7	-0.2

(1) Indexes on a December 1982=100 base.  
(2) Indexes on a December 1997=100 base.  
(3) Special index based on a substantially smaller sample.  
(4) Indexes on a December 1993=100 base.  
(5) Indexes on a December 1977=100 base.


- Data not available.  
Note: Index applies to a month as a whole, not to any specific date.

**Table 2. Midwest region CPI-U by special aggregate Index for July 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)**

Special aggregate Index	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
<b>All items</b>		297.342	299.529	299.836	2.6	0.8	0.1
<b>Food</b>		324.441	326.297	325.767	2.4	0.4	-0.2
<b>Energy</b>		255.799	263.912	263.011	-1.7	2.8	-0.3
<b>All items less food and energy</b>		302.589	304.271	304.849	3.0	0.7	0.2
<b>All items less energy</b>		305.047	306.750	307.167	2.9	0.7	0.1
<b>All items less medical care</b>		284.865	286.851	287.087	2.6	0.8	0.1
<b>All items less shelter</b>		275.208	277.532	277.606	1.9	0.9	0.0
<b>Commodities</b>		218.220	219.723	219.842	0.6	0.7	0.0
<b>Commodities less food</b>		175.141	176.469	176.536	-0.4	0.8	0.0
<b>Commodities less food &amp; beverages</b>		171.256	172.576	172.623	-0.5	0.8	0.0

(1) Indexes on a December 1982=100 base.

- Data not available.  
NOTE: Index applies to a month as a whole, not to any specific date.

Special aggregate index	Indexes				Percent change from:		
	Historical data	May 2025	Jun. 2025	Jul. 2025	Jul. 2024	May 2025	Jun. 2025
Durables		122.321	123.614	124.409	2.8	1.7	0.6
Nondurables		270.243	271.889	270.816	-0.3	0.2	-0.3
Nondurables less food		225.142	226.254	225.124	-2.9	0.0	-0.5
Nondurables less food & beverages		220.923	222.027	220.781	-3.2	-0.1	-0.6
Services		378.419	381.312	382.035	3.8	1.0	0.2
Services less rent of shelter <sup>(1)</sup>		401.024	405.162	405.637	3.4	1.2	0.1
Services less medical care services		360.547	363.052	363.680	3.8	0.9	0.2

(1) Indexes on a December 1982=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

Last Modified Date: Tuesday, August 12, 2025

U.S. BUREAU OF LABOR STATISTICS Mountain-Plains Information Office Two Pershing Square Building Suite 1190 2300 Main Street Kansas City, MO 64108

Telephone: 816-285-7000 [www.bls.gov/regions/mountain-plains](http://www.bls.gov/regions/mountain-plains) [Contact Mountain-Plains](#)

City of Bethany Water and Wastewater Repair Services				Krapff -Reynolds Construction Co.		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
				ORIGINAL BID	WITH 2.65% INCREASE	WITH 2.6% INCREASE
					2ND YEAR	3RD YEAR
1	Trench Excavation and Backfill (0 - 10')	LF	100.00	\$ 290.00	\$ 297.69	\$ 305.42
2	Trench Excavation and Backfill (10' - 15')	LF	100.00	\$ 425.00	\$ 436.26	\$ 447.61
3	Unclassified Excavation	CY	50.00	\$ 35.00	\$ 35.93	\$ 36.86
4	1" Single Short Service Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,025.00	\$ 5,158.16	\$ 5,292.27
5	1" Single Long Service (Street Bore) Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,650.00	\$ 7,852.73	\$ 8,056.90
6	1" Single Short Service Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,025.00	\$ 5,158.16	\$ 5,292.27
7	1" Single Long Service (Street Bore) Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,650.00	\$ 7,852.73	\$ 8,056.90
8	6" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 72.00	\$ 73.91	\$ 75.83
9	6" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 55.00	\$ 56.46	\$ 57.93
10	1" Single Short Service Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,050.00	\$ 5,183.83	\$ 5,318.60
11	1" Single Long Service (Street Bore) Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,675.00	\$ 7,878.39	\$ 8,083.23
12	8" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 86.00	\$ 88.28	\$ 90.57
13	8" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 75.00	\$ 76.99	\$ 78.99
14	1" Single Short Service Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,075.00	\$ 5,209.49	\$ 5,344.93
15	1" Single Long Service (Street Bore) Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,700.00	\$ 7,904.05	\$ 8,109.56
16	10" P.V.C. Waterline (AWWA C905, Pressure Class 150 P.S.I.)	LF	50.00	\$ 100.00	\$ 102.65	\$ 105.32
17	1" Single Service Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,125.00	\$ 5,260.81	\$ 5,397.59
18	1" Single Long Service (Street Bore) Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,750.00	\$ 7,955.38	\$ 8,162.21
19	12" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 125.00	\$ 128.31	\$ 131.65
20	12" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 130.00	\$ 133.45	\$ 136.91
21	1" Single Short Service Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,200.00	\$ 5,337.80	\$ 5,476.58
22	1" Single Long Service (Street Bore) Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,800.00	\$ 8,006.70	\$ 8,214.87
23	16" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)	LF	50.00	\$ 155.00	\$ 159.11	\$ 163.24
24	Filter Fabric	SY	100.00	\$ 20.00	\$ 20.53	\$ 21.06
25	Fittings	LBS	500.00	\$ 35.00	\$ 35.93	\$ 36.86
26	Mega-Lug, Series 1106	EA	2.00	\$ 145.00	\$ 148.84	\$ 152.71
27	Mega-Lug, Series 1108	EA	2.00	\$ 190.00	\$ 195.04	\$ 200.11
28	Mega-Lug, Series 1110	EA	2.00	\$ 260.00	\$ 266.89	\$ 273.83
29	Mega-Lug, Series 1112	EA	2.00	\$ 320.00	\$ 328.48	\$ 337.02
30	Mega-Lug, Series 1116	EA	2.00	\$ 540.00	\$ 554.31	\$ 568.72
31	Mega-Lug, Series 1118	EA	2.00	\$ 725.00	\$ 744.21	\$ 763.56
32	Mega-Lug, Series 1120	EA	2.00	\$ 860.00	\$ 882.79	\$ 905.74
33	Mega-Lug, Series 1124	EA	2.00	\$ 850.00	\$ 872.53	\$ 895.21
34	Mega-Lug, Series 2006PV	EA	2.00	\$ 160.00	\$ 164.24	\$ 168.51
35	Mega-Lug, Series 2008PV	EA	2.00	\$ 225.00	\$ 230.96	\$ 236.97
36	Mega-Lug, Series 2010PV	EA	2.00	\$ 325.00	\$ 333.61	\$ 342.29
37	Mega-Lug, Series 2012PV	EA	2.00	\$ 500.00	\$ 513.25	\$ 526.59
38	Mega-Lug, Series 2016PV	EA	2.00	\$ 650.00	\$ 667.23	\$ 684.57
39	Meter Relocation	EA	5.00	\$ 1,500.00	\$ 1,539.75	\$ 1,579.78
40	4" Gate Valve & Box	EA.	1.00	\$ 1,550.00	\$ 1,591.08	\$ 1,632.44
41	6" Gate Valve & Box	EA	1.00	\$ 1,925.00	\$ 1,976.01	\$ 2,027.39
42	8" Gate Valve & Box	EA	1.00	\$ 2,950.00	\$ 3,028.18	\$ 3,106.91
43	10" Gate Valve & Box	EA	1.00	\$ 4,475.00	\$ 4,593.59	\$ 4,713.02
44	12" Gate Valve & Box	EA	1.00	\$ 5,675.00	\$ 5,825.39	\$ 5,976.85
45	16" Gate Valve & Box	EA	1.00	\$ 15,200.00	\$ 15,602.80	\$ 16,008.47
46	Waterline Disinfection and Testing	LF	500.00	\$ 7.00	\$ 7.19	\$ 7.37
47	Fire Hydrant (Complete) (Includes Removal of Existing Hydrant)	EA	2.00	\$ 11,175.00	\$ 11,471.14	\$ 11,769.39
48	6" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 5,600.00	\$ 5,748.40	\$ 5,897.86
49	8" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 7,650.00	\$ 7,852.73	\$ 8,056.90
50	12" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 13,425.00	\$ 13,780.76	\$ 14,139.06
51	16" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 29,725.00	\$ 30,512.71	\$ 31,306.04
52	Waterline Insertion Stopple (4")	EA	1.00	\$ 8,150.00	\$ 8,365.98	\$ 8,583.49
53	Waterline Insertion Stopple (6")	EA	1.00	\$ 11,800.00	\$ 12,112.70	\$ 12,427.63
54	Waterline Insertion Stopple (8")	EA	1.00	\$ 16,300.00	\$ 16,731.95	\$ 17,166.98
55	Waterline Insertion Stopple (10")	EA	1.00	\$ 20,280.00	\$ 20,817.42	\$ 21,358.67

City of Bethany Water and Wastewater Repair Services				Krapff -Reynolds Construction Co.		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
				ORIGINAL BID	WITH 2.65% INCREASE	WITH 2.6% INCREASE
					2ND YEAR	3RD YEAR
56	Waterline Insertion Stopple (12")	EA	1.00	\$ 25,850.00	\$ 26,535.03	\$ 27,224.94
57	Insta Valve (Stainless Steel) (6")	EA	1.00	\$ 15,100.00	\$ 15,500.15	\$ 15,903.15
58	Insta Valve (Stainless Steel) (8")	EA	1.00	\$ 19,775.00	\$ 20,299.04	\$ 20,826.81
59	Insta Valve (Stainless Steel) (10")	EA	1.00	\$ 25,325.00	\$ 25,996.11	\$ 26,672.01
60	Insta Valve (Stainless Steel) (12")	EA	1.00	\$ 30,350.00	\$ 31,154.28	\$ 31,964.29
61	2" Blow-Off Valve	EA	1.00	\$ 5,275.00	\$ 5,414.79	\$ 5,555.57
62	2" Air Vacuum / Air Release Valve	EA	1.00	\$ 11,780.00	\$ 12,092.17	\$ 12,406.57
63	4' Dia. Manhole	EA	1.00	\$ 7,000.00	\$ 7,185.50	\$ 7,372.32
64	Extra Depth Manhole (4')	VF	10.00	\$ 300.00	\$ 307.95	\$ 315.96
65	5' Dia. Manhole	EA	1.00	\$ 8,000.00	\$ 8,212.00	\$ 8,425.51
66	Extra Depth Manhole (5')	VF	10.00	\$ 400.00	\$ 410.60	\$ 421.28
67	6' Dia. Manhole	EA	1.00	\$ 9,000.00	\$ 9,238.50	\$ 9,478.70
68	Extra Depth Manhole (6')	VF	10.00	\$ 500.00	\$ 513.25	\$ 526.59
69	Manhole Ring and Lid	EA	5.00	\$ 1,250.00	\$ 1,283.13	\$ 1,316.49
70	6" Sanitary Sewer Line	LF	50.00	\$ 55.00	\$ 56.46	\$ 57.93
71	6" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I..)	LF	50.00	\$ 60.00	\$ 61.59	\$ 63.19
72	8" Sanitary Sewer Line	LF	50.00	\$ 65.00	\$ 66.72	\$ 68.46
73	8" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I..)	LF	50.00	\$ 70.00	\$ 71.86	\$ 73.72
74	10" Sanitary Sewer Line	LF	50.00	\$ 75.00	\$ 76.99	\$ 78.99
75	12" Sanitary Sewer Line	LF	50.00	\$ 80.00	\$ 82.12	\$ 84.26
76	18" Sanitary Sewer Line	LF	50.00	\$ 100.00	\$ 102.65	\$ 105.32
77	6" X 4" Wye	EA	5.00	\$ 150.00	\$ 153.98	\$ 157.98
78	8" X 4" Wye	EA	5.00	\$ 155.00	\$ 159.11	\$ 163.24
79	10" X 4" Wye	EA	5.00	\$ 160.00	\$ 164.24	\$ 168.51
80	12" X 4" Wye	EA	5.00	\$ 165.00	\$ 169.37	\$ 173.78
81	4" Riser Pipe	LF	120.00	\$ 25.00	\$ 25.66	\$ 26.33
82	Sanitary Sewer Line Testing	LF	400.00	\$ 7.00	\$ 7.19	\$ 7.37
83	Television Inspection (Sanitary Sewer)	LF	100.00	\$ 12.00	\$ 12.32	\$ 12.64
84	Rehab. Existing Manhole	EA	1.00	\$ 3,500.00	\$ 3,592.75	\$ 3,686.16
85	12" Steel Casing by Boring	LF	40.00	\$ 500.00	\$ 513.25	\$ 526.59
86	16" Steel Casing by Boring	LF	40.00	\$ 675.00	\$ 692.89	\$ 710.90
87	18" Steel Casing by Boring	LF	40.00	\$ 750.00	\$ 769.88	\$ 789.89
88	20" Steel Casing by Boring	LF	40.00	\$ 850.00	\$ 872.53	\$ 895.21
89	30" Steel Casing by Boring	LF	40.00	\$ 1,250.00	\$ 1,283.13	\$ 1,316.49
90	2" PVC SCH 80 Pipe	LF	50.00	\$ 10.00	\$ 10.27	\$ 10.53
91	3" PVC SCH 80 Pipe	LF	50.00	\$ 15.00	\$ 15.40	\$ 15.80
92	4" PVC SCH 80 Pipe	LF	50.00	\$ 20.00	\$ 20.53	\$ 21.06
93	Pipe Bursting (6") OKC Spec. Sec. 615)	LF	100.00	\$ 185.00	\$ 189.90	\$ 194.84
94	Pipe Bursting (8") OKC Spec. Sec. 615)	LF	100.00	\$ 195.00	\$ 200.17	\$ 205.37
95	Pipe Bursting (10") OKC Spec. Sec. 615)	LF	100.00	\$ 205.00	\$ 210.43	\$ 215.90
96	Pipe Bursting (12") OKC Spec. Sec. 615)	LF	100.00	\$ 250.00	\$ 256.63	\$ 263.30
97	Re-Connect Sanitary Sewer Service for Pipe Bursting	EA	5.00	\$ 750.00	\$ 769.88	\$ 789.89
98	Sanitary Sewer By-Pass Pumping (0 to 750 GPM) (Per Day)	EA	2.00	\$ 4,000.00	\$ 4,106.00	\$ 4,212.76
99	Sanitary Sewer By-Pass Pumping (751 to 12,500 GPM) (Per Day)	EA	3.00	\$ 6,000.00	\$ 6,159.00	\$ 6,319.13
100	Remove and Replace Chainlink Fence (4' Height)	LF	100.00	\$ 25.00	\$ 25.66	\$ 26.33
101	Remove and Replace Stockade Fence (6' Height)	LF	100.00	\$ 30.00	\$ 30.80	\$ 31.60
102	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$ 7.00	\$ 7.19	\$ 7.37
103	Solid Slab Sod (Area from 200SY-2000SY)	SY	1,000.00	\$ 5.50	\$ 5.65	\$ 5.79
104	Saw Cutting	LF	250.00	\$ 15.00	\$ 15.40	\$ 15.80
105	ODOT Type A Aggregate Base	TON	50.00	\$ 70.00	\$ 71.86	\$ 73.72
106	1" Crusher Run Rock	Ton	50.00	\$ 70.00	\$ 71.86	\$ 73.72
107	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$ 70.00	\$ 71.86	\$ 73.72
108	Filter Fabric Silt Fence	LF	100.00	\$ 4.00	\$ 4.11	\$ 4.21
109	4" Paving Markings (Paint)	LF	250.00	\$ 4.00	\$ 4.11	\$ 4.21
110	24" Wide Traffic Stripe (Paint)	LF	100.00	\$ 32.00	\$ 32.85	\$ 33.70

City of Bethany Water and Wastewater Repair Services				Krapff -Reynolds Construction Co.		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
				ORIGINAL BID	WITH 2.65% INCREASE	WITH 2.6% INCREASE
					2ND YEAR	3RD YEAR
111	Thermoplastic Traffic Arrows (ODOT)	EA	5.00	\$ 500.00	\$ 513.25	\$ 526.59
112	Thermoplastic Traffic Words (ODOT)	EA	5.00	\$ 500.00	\$ 513.25	\$ 526.59
113	Asphalt Pavement Removal	SY	50.00	\$ 15.00	\$ 15.40	\$ 15.80
114	Concrete Pavement Removal	SY	50.00	\$ 15.00	\$ 15.40	\$ 15.80
115	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$ 300.00	\$ 307.95	\$ 315.96
116	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$ 50.00	\$ 51.33	\$ 52.66
117	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$ 300.00	\$ 307.95	\$ 315.96
118	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$ 300.00	\$ 307.95	\$ 315.96
119	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$ 350.00	\$ 359.28	\$ 368.62
120	Traffic Control	LSUM	1.00	\$ 25,000.00	\$ 25,662.50	\$ 26,329.73
121	Trench Excavation and Backfill (0' - 5')	LF	100.00	\$ 156.00	\$ 160.13	\$ 164.30
122	Stainless Steel Pipe Repair Clamp (4") (Ford FS Style or Approved Equal)	EA	1.00	\$ 2,775.00	\$ 2,848.54	\$ 2,922.60
123	Stainless Steel Pipe Repair Clamp (6") (Ford FS Style or Approved Equal)	EA	1.00	\$ 3,325.00	\$ 3,413.11	\$ 3,501.85
124	Stainless Steel Pipe Repair Clamp (8") (Ford FS Style or Approved Equal)	EA	1.00	\$ 4,275.00	\$ 4,388.29	\$ 4,502.38
125	Stainless Steel Pipe Repair Clamp (10") (Ford FS Style or Approved Equal)	EA	1.00	\$ 4,725.00	\$ 4,850.21	\$ 4,976.32
126	Stainless Steel Pipe Repair Clamp (12") (Ford FS Style or Approved Equal)	EA	1.00	\$ 6,500.00	\$ 6,672.25	\$ 6,845.73
127	Bonds	LSUM	1.00	\$ 32,000.00	N/A	N/A

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: September 16, 2025  
Subject: Request permission to Advertise for Request for Qualifications for City Engineering Services Contract.

BACKGROUND

The current contract for City Engineering Services expires in December 2025. Staff is requesting permission to advertise for Request for Qualifications from Engineering Firms to review and make recommendation to City Council.

RECOMMENDATION

1. Approve Permission to Advertise for Request for Qualifications for City Engineering Services contract.

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

ADDITIONAL COMMENTS

**REQUEST FOR QUALIFICATIONS (RFQ)  
CITY OF BETHANY, OKLAHOMA  
ENGINEERING SERVICES**

**Introduction**

The City of Bethany, Oklahoma, is seeking a qualified engineering firm to serve our city and provide engineering expertise within the disciplines needed and outlined below. We welcome all engineering firms serving Oklahoma to submit proposals. The goal of the RFQ is to identify a firm with the capability and expertise to meet the city's expanding needs.

**Scope of Work**

The City of Bethany requires comprehensive engineering services to support a variety of municipal projects. The services required include, but are not limited to:

- Streets: Design, planning, and improvement projects
- Walkability & Placemaking: Enhancing pedestrian infrastructure and public spaces
- Water: Water supply, distribution, and treatment projects
- Wastewater/Stormwater: Sewer system design, management
- Private development review
- On-Call emergency response

**Submission Requirements**

Engineering firms responding to the RFQ should provide the following information:

1. Company Overview:
  - Company name, address, and contact information
  - Brief history and background of the firm
  - Areas of specialty and expertise
2. Municipal References:
  - Provide at least three example municipal projects, and a description of services provided
  - For each example project, please include municipal references with contact information
3. Key Contacts:
  - Names and resumes of key personnel with who will be assigned to Bethany
  - Description of their roles and responsibilities
4. Availability:
  - Confirmation of the firm's ability to take on new projects

## **Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

- Experience and Expertise: Demonstrated experience in relevant engineering fields and successful completion of similar municipal projects
- References: Quality and relevance of municipal references
- Key Personnel: Qualifications and experience of staff members proposed
- Availability: Ability to commence work in a timely manner

## **Submission and Selection Process**

Please submit your response no later than close of business on October 17, 2025, to the City Clerk, Ms. Lesa LaMar at 6700 NW 36<sup>th</sup> Street, Bethany, Oklahoma 73008. Late submissions will not be considered.

The City of Bethany will review all RFQ's and may request additional information. The City may or may not interview firms.

## **Contact Information**

For any questions or further information regarding this RFQ, please contact:

Ms. Lesa LaMar, City Clerk  
City of Bethany  
6700 NW 36<sup>th</sup> Street  
Bethany, Oklahoma 73008  
(405) 789-2146

## **Conclusion**

We look forward to receiving your response and thank you for your interest in partnering with the City of Bethany. Together, we aim to enhance the quality of life for our citizens through effective and innovative engineering solutions.

Please ensure all RFQ's are complete and submitted by the specified deadline. The City of Bethany reserves the right to reject any or all proposals and to waive any informality in the RFQ process.

**RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA**

**RESOLUTION #1723**

September \_\_\_\_, 2025

**A RESOLUTION TO APPROVE PARTICIPATION IN SETTLEMENTS WITH PURDUE PHARMA LP, MEMBERS OF THE SACKLER FAMILY, ALVOGEN, INC., AMNEAL PHARMACEUTICALS, INC., APOTEX, INC., HIKMA PHARMACEUTICALS USA, INC., INDIVIOR, INC., MYLAN PHARMACEUTICALS INC., SUN PHARMACEUTICAL INDUSTRIES, INC., AND ZYDUS PHARMACEUTICALS**

**WHEREAS**, pharmaceutical opioids have harmed the City of Bethany, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including Purdue Pharma L.P. and its related entities (“Purdue”), and Sackler family members as officers, directors, managers, and shareholders of Purdue (the “Sackler’s”).

**WHEREAS**, the City of Bethany, Oklahoma has claims against Purdue and/or the Sackler’s, and has filed suit to address and seek recovery for the harms caused to it and its citizens.

**WHEREAS**, Purdue and the Sackler’s have agreed to settle claims of political subdivisions in the Purdue bankruptcy plan (the “Plan”) in Case Number 7:19-bk-23649, currently pending in the U.S. Bankruptcy Court for the Southern District of New York, and in the Governmental Entities Settlement Agreement (“GESA”) which settlement agreement is dated June 17, 2025.

**WHEREAS**, the City of Bethany, Oklahoma has claims against the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and/or is eligible to participate in settlement agreements with these generic opioid manufacturers, which are dated April 4, 2025, to address the harms caused to it and its citizens from the opioid epidemic.

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

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby acknowledges receipt of the Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors, and that it has been informed of the material aspects of the Plan relative to its claims against Purdue and its affiliated entities.

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby elects to participate, and hereby approves its participation in, the Plan and directs its attorneys to vote on its behalf for approval of the Plan and ratifies the vote via master ballot or otherwise by its attorneys on its behalf for approval of the Plan.

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute the GESA Participation and Release Form contained in the GESA as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Bethany's claims being released in the GESA, including claims against the Sackler's.

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby approves the GESA dated June 17, 2025, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Bethany to participate in the GESA dated June 17, 2025.

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby approves the Purdue State-Subdivision Agreement, upon execution of the Purdue State-Subdivision Agreement by the Attorney General of the State of Oklahoma, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Bethany to participate in the Purdue State-Subdivision Agreement.

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute each of the Settlement Participation and Release Forms contained in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmacetucials Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Bethany's claims being released in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmacetucials Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby approves the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan

Pharmacetucials Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Bethany to participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmacetucials Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

**THEREFORE, BE IT RESOLVED** that the City of Bethany, Oklahoma hereby approves authorizes and approves its Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State of Oklahoma through the Attorney General on behalf of the City with respect to the Generic/Small/Secondary Manufacturer Settlements with the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Bethany to participate in said State-Subdivision Agreement.

**THEREFORE, BE IT RESOLVED** that City of Bethany, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Plan, the GESA, and the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmacetucials Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, referenced herein, for the benefit of the City of Bethany, Oklahoma, including executing any documents required to finalize the participation of the City of Bethany, Oklahoma in the Plan, GESA, and generic manufacturer settlement agreements.

The City of Bethany, Oklahoma adopted the above Resolution on the \_\_\_\_ day of September, 2025.

CITY OF BETHANY, OKLAHOMA

\_\_\_\_\_  
Mayor

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

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

**City of Bethany General Fund**  
**Statement of Revenues and Expense**  
**August 2025**

**AGENDA: 09/16/2025**  
**ITEM: 14 (A)**

**Revenues**

	<b>2025-2026 Annual Budget</b>	<b>August Revenues</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 82.5% DEDICATED	4,894,156.00	428,318.00	872,542.00	17.83%	4,021,614.00
USE TAX REVENUE	1,599,353.00	107,148.00	233,747.00	14.62%	1,365,606.00
HOTEL TAX REVENUE	57,113.00	583.00	2,198.00	3.85%	54,915.00
CABLE FRANCHISE TAX REVENUE	94,472.00	22,653.00	22,653.00	23.98%	71,819.00
PHONE FRANCHISE TAX REVENUE	7,820.00	1.00	1,580.00	20.20%	6,240.00
UTILITY FRANCHISE TAX REVENUE	686,207.00	81,982.00	141,085.00	20.56%	545,122.00
OCCUPATIONAL LICENSE REVENUE	37,821.00	4,135.00	10,678.00	28.23%	27,143.00
BUILDING PERMIT REVENUE	30,559.00	3,538.00	5,609.00	18.35%	24,950.00
INSPECTION PERMIT REVENUE	35,581.00	1,156.00	3,041.00	8.55%	32,540.00
ZONING PERMITS	1,043.00	0.00	0.00	0.00%	1,043.00
ANIMAL LICENSE REVENUE	0.00	400.00	400.00	0.00%	-400.00
ABATEMENT REVENUE	0.00	0.00	1,555.00	0.00%	-1,555.00
MOTOR FUEL TAX REVENUE	48,065.00	0.00	0.00	0.00%	48,065.00
COMMERCIAL VEH TAX REVENUE	131,772.00	13,485.00	16,765.00	12.72%	115,007.00
CIGARETTE TAX REVENUE	14,508.00	3,361.00	6,692.00	46.13%	7,816.00
ALCOHOL BEVERAGE TAX REVENUE	50,669.00	4,633.00	9,735.00	19.21%	40,934.00
ACCOUNTING SERVICE REVENUE	39,600.00	0.00	2,200.00	5.56%	37,400.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,438.00	47,036.00	16.75%	233,795.00
STORMWATER COMPLIANCE FEE	324,218.00	27,342.00	54,709.00	16.87%	269,509.00
CEMETARY LOT SALES REVENUE	0.00	0.00	0.00	0.00%	0.00
MINERAL RIGHTS & ROYALTIES REV	12,732.00	20,448.00	4,121.00	32.37%	8,611.00
POLICE FINES & COURT COST REV	683,155.00	35,569.00	88,816.00	13.00%	594,339.00
INTEREST INCOME	42,403.00	0.00	0.00	0.00%	42,403.00
MISCELLANEOUS REVENUE	160,716.00	11,156.00	15,205.00	9.46%	145,511.00
REIMBURSEMENT REVENUE	2,491.00	225.00	477.00	19.15%	2,014.00
CREDIT CARD FEES	108,352.00	9,059.00	18,758.00	17.31%	89,594.00
GRANT REVENUE	4,000.00	0.00	0.00	0.00%	4,000.00
SALE OF ASSETS	0.00	0.00	0.00	0.00%	0.00
SETTLEMENT PROCEEDS	0.00	0.00	0.00	0.00%	0.00
ECONOMIC DEV PROMO & EVENT RE	0.00	0.00	0.00	0.00%	0.00
OMAG REFUNDS	20,096.00	4,268.00	18,427.00	91.69%	1,669.00
<b>Total Revenues</b>	<b>9,367,733.00</b>	<b>802,898.00</b>	<b>1,578,029.00</b>	<b>16.85%</b>	<b>7,789,704.00</b>
<b>Transfers In</b>	<b>2,825,000.00</b>	<b>216,667.00</b>	<b>433,334.00</b>	<b>15.34%</b>	<b>2,391,666.00</b>
<b>Total Revenues and Transfers In</b>	<b>12,192,733.00</b>	<b>1,019,565.00</b>	<b>2,011,363.00</b>	<b>16.50%</b>	<b>10,181,370.00</b>

**Expenses**

	<b>2025-2026 Annual Budget</b>	<b>August Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	999,798.00	74,260.00	153,464.00	15.35%	846,334.00
02.0-FINANCE	438,258.00	28,574.00	54,451.00	12.42%	383,807.00
03.0-MUNICIPAL COURT	575,617.00	44,117.00	77,696.00	13.50%	497,921.00
04.0-ENGINEERING	190,000.00	39,514.00	39,712.00	20.90%	150,288.00
05.0-POLICE	5,309,879.00	466,181.00	945,712.00	17.81%	4,364,167.00
06.0-FIRE	3,157,030.00	295,603.00	566,900.00	17.96%	2,590,130.00
07.0-COMMUNITY DEV	672,200.00	48,128.00	91,996.00	13.69%	580,204.00
08.1-PW ADMIN	176,440.00	14,859.00	27,795.00	15.75%	148,645.00
08.2-STREETS	842,952.00	77,310.00	143,986.00	17.08%	698,966.00
08.4-FLEET MAINT	102,346.00	2,270.00	13,500.00	13.19%	88,846.00
08.5-PARKS	540,194.00	46,315.00	98,774.00	18.28%	441,420.00
98.0-CONTINGENCY	411,395.00	0.00	0.00	0.00%	411,395.00
<b>TOTAL EXPENDITURES</b>	<b>13,416,109.00</b>	<b>1,137,131.00</b>	<b>2,213,986.00</b>	<b>16.50%</b>	<b>11,202,123.00</b>
<b>Transfers Out</b>	<b>66,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>13,482,109.00</b>	<b>1,137,131.00</b>	<b>2,213,986.00</b>	<b>16.42%</b>	<b>11,202,123.00</b>
<b>Revenues over (under) expenses</b>	<b>-1,289,376.00</b>	<b>-117,566.00</b>	<b>-202,623.00</b>	<b>15.71%</b>	<b>-1,020,753.00</b>

**Bethany Public Works Authority**  
**Statement of Revenues and Expenses**  
**August 2025**

**Revenues**

	<b>2025-2026 Annual Budget</b>	<b>August Revenues</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	174,345.00	17,201.00	35,928.00	20.61%	138,417.00
COMMERCIAL PENALTY REVENUE	38,271.00	2,339.00	3,574.00	9.34%	34,697.00
SOLID WASTE REVENUE	3,004,190.00	259,377.00	517,481.00	17.23%	2,486,709.00
WATER REVENUE	5,337,197.00	445,391.00	806,583.00	15.11%	4,530,614.00
WATER TAP REVENUE	5,472.00	0.00	375.00	6.85%	5,097.00
SEWER REVENUE	4,109,765.00	344,343.00	686,874.00	16.71%	3,422,891.00
SEWER TAP REVENUE	360.00	0.00	100.00	27.78%	260.00
INTEREST INCOME	340,476.00	0.00	0.00	0.00%	340,476.00
LEASE REVENUE	199,231.00	4,983.00	15,210.00	7.63%	184,021.00
SCRAP METAL REVENUE	0.00	253.00	253.00	0.00%	-253.00
GRANT REVENUE	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	3,660.00	0.00	0.00	0.00%	3,660.00
*** TOTAL REVENUE ***	13,212,967.00	1,073,887.00	2,066,378.00	15.64%	11,146,589.00
<b>Total Revenues and Transfers In</b>	13,212,967.00	1,073,887.00	2,066,378.00	15.64%	11,146,589.00

**Expenses**

	<b>2025-2026 Annual Budget</b>	<b>August Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	658,933.00	43,668.00	77,825.00	11.81%	581,108.00
08.1-BPWA ADMIN	194,012.00	15,567.00	28,945.00	14.92%	165,067.00
08.3-BPWA SANITATION	2,215,382.00	127,732.00	208,008.00	9.39%	2,007,374.00
08.4-BPWA FLEET MAINT	82,821.00	11,184.00	11,803.00	14.25%	71,018.00
12.0-BPWA WATER PLANT	2,451,883.00	189,938.00	317,353.00	12.94%	2,134,530.00
12.1-BPWA WATER LINE	882,005.00	28,964.00	44,669.00	5.06%	837,336.00
12.2-BPWA SEWER LINE	2,794,274.00	195,195.00	386,623.00	13.84%	2,407,651.00
97.0-DEBT SERVICE INTEREST EXP	587,520.00	19,306.00	24,851.00	4.23%	562,669.00
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
99.0-TRANSFERS OUT	2,600,000.00	216,667.00	433,334.00	16.67%	2,166,666.00
<b>Total Expenses and Transfers Out</b>	12,716,830.00	848,221.00	1,533,411.00	12.06%	11,183,419.00
<b>DEBT SERVICE PRINCIPAL</b>	1,294,190.00	235,227.00	317,727.00	24.55%	976,463.00
<b>Revenues over (under) Expenses/Debt Service</b>	-798,053.00	-9,561.00	215,240.00	-26.97%	-1,013,293.00

**City of Bethany**  
**Capital Improvement Fund**  
**August 2025**

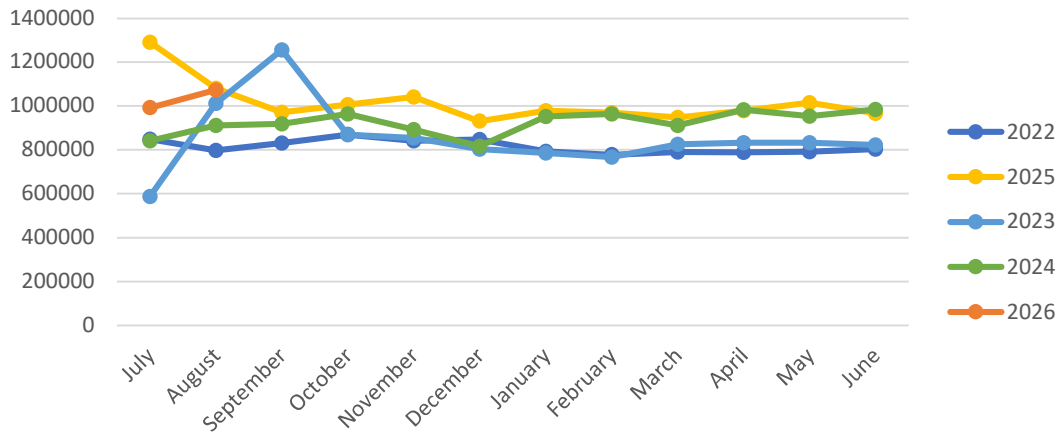
**Revenues**

	<b>2024-2025 Annual Budget</b>	<b>August Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	1,057,987.00	90,855.00	185,085.00	17.49%	872,902.00
INTEREST REVENUE	0.00	0.00	0.00	0.00%	0.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	0.00
GRANT REVENUE	571,000.00	0.00	0.00	0.00%	571,000.00
<b>Total Revenue</b>	<b>1,628,987.00</b>	<b>90,855.00</b>	<b>185,085.00</b>	<b>11.36%</b>	<b>1,443,902.00</b>

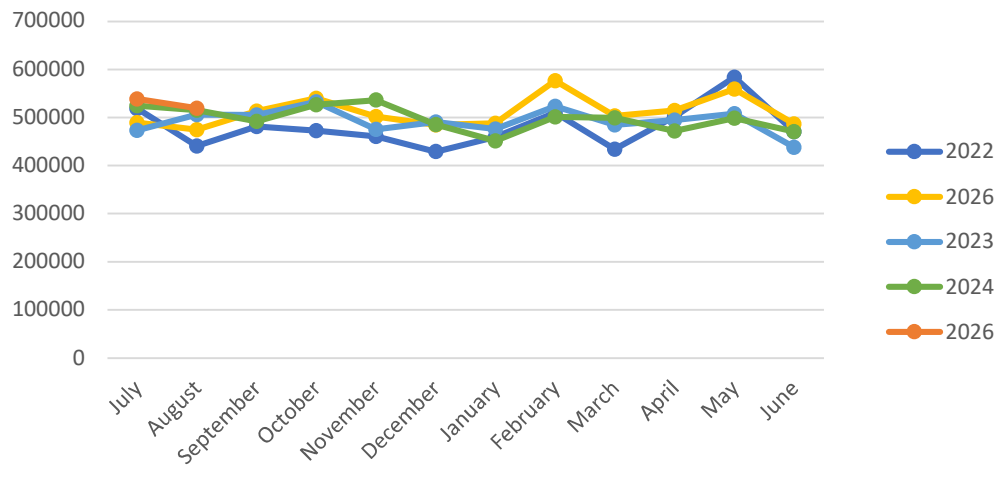
**Expenses**

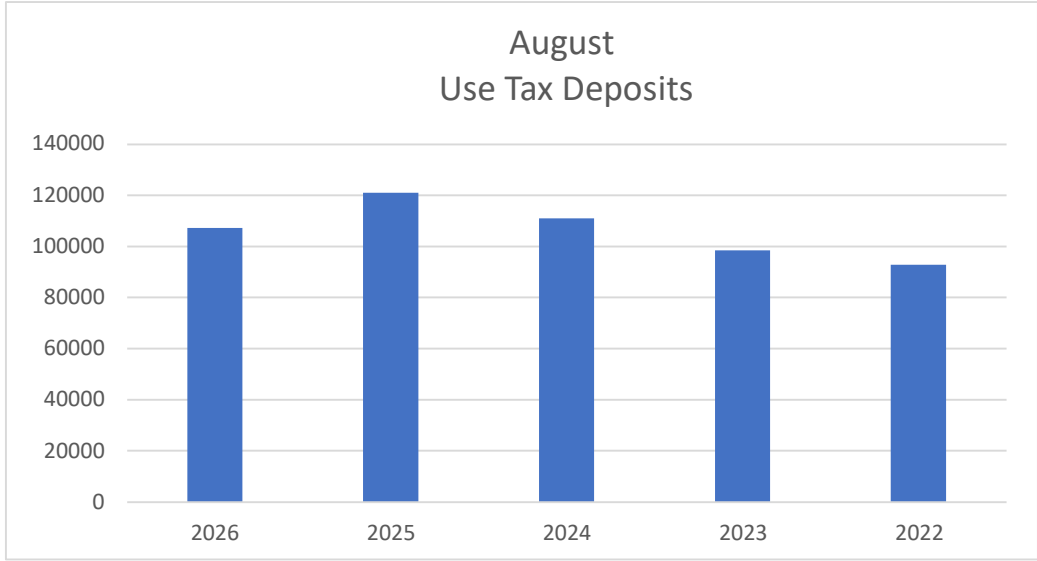
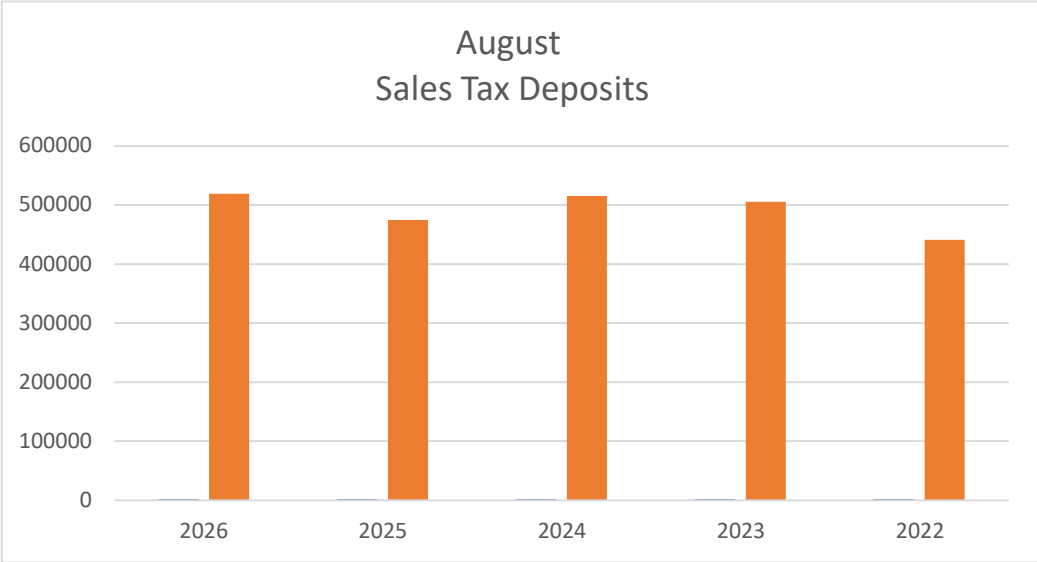
	<b>2024-2025 Annual Budget</b>	<b>August Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
<b>Capital Projects</b>					
CDBG GRANT MATCH	275,000.00	58,859.00	58,859.00	21.40%	216,141.00
FIRE TRUCK LEASE PAYMENT	84,084.00	84,084.00	84,084.00	100.00%	0.00
CITY HALL HVAC REPLACEMENT	25,000.00	0.00	0.00	0.00%	25,000.00
25TH AND SHANNON LIFT STATION	61,646.00	740.00	740.00	1.20%	60,906.00
STREETS 1 TON TRUCK	0.00	0.00	0.00	0.00%	0.00
SEWER POP-OFF VALVE PROG.	50,000.00	0.00	0.00	0.00%	50,000.00
FIRE TRAINING CENTER	300,000.00	3,600.00	7,613.00	2.54%	292,387.00
STREETS SALT/SAND SPREADER	0.00	0.00	0.00	0.00%	0.00
SCADA PROJECT	357,143.00	0.00	0.00	0.00%	357,143.00
CEMETERY FENCE	68,000.00	0.00	0.00	0.00%	68,000.00
STREETS 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
STREETS SNOW PLOW	0.00	0.00	0.00	0.00%	0.00
MUN. COURT HVAC REPLACEMENT	20,000.00	0.00	0.00	0.00%	20,000.00
STREETS OVERHEAD DOOR	0.00	0.00	0.00	0.00%	0.00
ANIMAL CONTROL TRUCK	45,000.00	0.00	0.00	0.00%	45,000.00
<b>Total Capital Projects</b>	<b>1,340,873.00</b>	<b>147,283.00</b>	<b>151,296.00</b>	<b>11.28%</b>	<b>1,189,577.00</b>
<b>Revenues Over (under) Expenses</b>	<b>288,114.00</b>	<b>-56,428.00</b>	<b>33,789.00</b>	<b>11.73%</b>	<b>254,325.00</b>

### 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 July 31st, 2025**

	BUDGET	ACTUAL	8.33% OF BUDGET
<b>BEGINNING FUND BALANCE</b>	<b>\$2,357,608</b>	<b>\$2,357,608</b>	
REVENUES	\$4,675,000	\$743,561	15.91%
EXPENDITURES	-\$3,900,561	-\$323,150	8.28%
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$3,132,047</b>	<b>\$2,778,019</b>	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
<b>NET OTHER</b>	<b>\$0</b>	<b>\$0</b>	
<b>INCREASE (DECREASE) TO BEGINNING FUND BALANCE</b>	<b>\$774,439</b>	<b>\$420,411</b>	
<b>ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)</b>	<b>\$3,132,047</b>	<b>\$2,778,019</b>	
BUDGETED RESERVE	\$0	\$0	
<b>ENDING FUND BALANCE</b>	<b>\$3,132,047</b>	<b>\$2,778,019</b>	
<b>ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES</b>	<b>67.00%</b>	<b>59.42%</b>	

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, Aug 28<sup>th</sup> or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, SEPTEMBER 2, 2025**

**6:30 P.M.**

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

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 8:26 P.M.

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

- A. APPROVAL OF MINUTES FROM THE AUGUST 19, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

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

**ITEM NO. 2** on the agenda was **DISCUSSION AND POSSIBLE ACTION TO APPROVE BREWER CONSTRUCTION OKLAHOMA, LLC INVOICE NO. 1 IN THE AMOUNT OF \$57,840.75 FOR CDBG WATERLINE REPLACEMENT PROJECT- NW 32<sup>ND</sup> STREET/N HOLLOWAY AND N MUELLER AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Magirowsky, seconded by Vice-Chairman Plank to approve Invoice No. 1 in the amount of \$57,840.75 for CDBG Waterline Replacement Project- NW 32<sup>nd</sup> St/N Holloway and N Mueller Avenue. Yes votes: Sandoval, Magirowsky, Larsen, Triana, Plank, Powell, Falkner. No votes: None. Motion approved.

**ITEM NO. 3** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None

**ITEM NO. 4** on the agenda was **ADJOURN UNTIL SEPTEMBER 16, 2025.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 8:28 P.M. until September 16, 2025.

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SECRETARY

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CHAIRMAN

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** September 11, 2025  
**Subject:** Claims list for the 09/16/2025 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 534,616.86
<b>TOTAL</b>	<b>\$ 534,616.86</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 630,863.96
Bethany Public Works Authority	\$ 534,616.86
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,165,480.82</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
26-54659	10-005216	PERDUE BRANDON FIELDER COLL	COLLECTION FEES	9/2025	1768 KELLY	142.82
26-54507	10-3436	BANCFIRST	2013 REVENUE NOTE	9/2025	OCT-2025	83,333.33
DEPARTMENT TOTAL:						83,476.15
DEPARTMENT: 02.0		FINANCE				
26-54773	10-005321	AMAZON CAPITAL SERVICES,	INTHERMAL PAPER, CORD	9/2025	8501014	110.70
26-54229	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING	9/2025	121782	1,509.84
26-54479	10-006081	CH&W COMMERCIAL TIRE, LLC	2 TIRES F-150 METER READE	9/2025	3-GS69143	276.00
26-54798	10-006092	SAMS GLASS SOLUTIONS	RESEAL WINDSHIELD LEXUS	9/2025	003018	110.00
26-54205	10-1715	TYLER TECHNOLOGIES	CARD READERS	9/2025	025-517702	4,254.00
26-54735	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	9/2025	RI106759189	15.98
DEPARTMENT TOTAL:						6,276.52
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	403.30
26-54381	10-3042	ACCURATE ENVIRONMENTAL	REQUIRED TESTING FOR WTP	9/2025	HH21081	816.00
DEPARTMENT TOTAL:						1,219.30
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
26-54776	10-005321	AMAZON CAPITAL SERVICES,	INTRAFICBULBS&HANDICAPSTICK	9/2025	2081035	207.28
26-54671	10-005350	FORCE PERSONNEL	TEMP HELP SANITATION	9/2025	84337	7,286.35
26-54267	10-005545	REHRIG PACIFIC LOGISTICS,	I180/55GALS CARTS+FREIGHT	9/2025	50507139	11,300.00
26-54472	10-005703	FLOOR-TECH JANITORIAL	TRASHLINNERS&PAPERTOWELS	9/2025	6786	131.25
26-54754	10-0130	AMERICAN FIRE & SAFETY	INSPECT/CHARGEFIREEXTINGU	9/2025	132265	578.70
26-54006	10-0202	WASTE CONNECTIONS, INC	1ST QUARTER ROLLOFF FEES	9/2025	3614505V013	8,771.74
26-54682	10-0225	GENUINE PARTS	RADIATOR HOSE FOR #99	9/2025	096289	16.69
26-54695	10-1551	UNITED ENGINES, LLC	WIRING HARNESS UNIT #99	9/2025	4142597	574.85
26-54804	10-3081	PREMIER TRUCK/ATC FREIGHTLI	#95 OIL PRESSURE SENDER	9/2025	120862473	132.30
26-54007	10-4012	WASTE CONNECTIONS,INC	1ST QUARTER ROLLOFF FEES	9/2025	32554E012	26,776.76
26-54778	10-4352	MCBRIDE CLINIC	DRUG SCREENS	9/2025	AUG2025	32.00
DEPARTMENT TOTAL:						55,807.92

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-54664	10-2305	HOIDALE CO INC	DISPLAY ON KEY	9/2025	22905	351.37
DEPARTMENT TOTAL:						351.37
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	379.25
26-54668	10-005321	AMAZON CAPITAL SERVICES,	INBLEACH PUMP	9/2025	1932245	2,965.03
26-54734	10-005321	AMAZON CAPITAL SERVICES,	IN2 TOTE FITTINGS	9/2025	6981814	17.44
26-54744	10-005321	AMAZON CAPITAL SERVICES,	INCLAMP RING BLEACH PUMP	9/2025	3696254	138.60
26-54764	10-005321	AMAZON CAPITAL SERVICES,	IN2 SEDIMENTATION CONES	9/2025	8707402	89.08
26-54594	10-005707	INDUSTRIAL WELDING & TOOL	SCO2	9/2025	39573834	5,724.92
26-54243	10-005900	TEIM DESIGN GROUP, PLLC	GAC FILTER	9/2025	13486	13,350.64
26-54492	10-006172	STERLING ELECTRIC	DX&POSSIBLEREPAIRWELL#2	9/2025	7006	480.00
26-54550	10-006172	STERLING ELECTRIC	BOOSTER WATER PUMP DX/FIX	9/2025	7004	219.00
26-54559	10-006172	STERLING ELECTRIC	REPLACE METER AT WELL 215	9/2025	7005	428.50
26-54729	10-006172	STERLING ELECTRIC	RECOVERY POND	9/2025	7002	146.00
26-54733	10-006172	STERLING ELECTRIC	WELL 25 DX/REPAIR	9/2025	7003	146.00
26-54383	10-006235	WATER TECH	3600 #S OF AMMONIA	9/2025	166828	3,384.00
26-54637	10-006235	WATER TECH	2 TOTES OF ALUM SULF	9/2025	167367	2,970.00
26-54135	10-006268	SUPERIOR AIR PRODUCTS LLC	FILTER	9/2025	3467	610.68
26-54684	10-0130	AMERICAN FIRE & SAFETY	22 FIRE INSPECT&CHARGE	9/2025	132266	1,017.65
26-54614	10-0696	HAYNES EQUIPMENT CO INC	TANK LEVEL TRANSDUCER	9/2025	INV813918	582.65
26-54508	10-1402	PHILLIP STINCHCOMB LIVING	TWELL 26, 27 AND 215	9/2025	AUG--2025	1,714.22
26-54688	10-1622	WESTLAKE ACE HARDWARE	PVC FOR BEACH PUMP REPAIR	9/2025	3505040	15.96
26-54551	10-2842	RONALD STINCHCOMB	LEASE 1 & 11 1/2 EACH	9/2025	AUG --2025	1,714.22
26-54381	10-3042	ACCURATE ENVIRONMENTAL	REQUIRED TESTING FOR WTP	9/2025	HH19072	700.00
26-54556	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	9/2025	CD125668	10,468.47
26-54635	10-3919	MISSISSIPPI LIME	25TONS OF LIME	9/2025	CD128509	10,500.00
26-54665	10-3940	J & E SUPPLY	BOLTS	9/2025	3091665	158.32
DEPARTMENT TOTAL:						57,920.63
DEPARTMENT: 12.1 UTILITY - WATER LINE						
26-54690	10-005321	AMAZON CAPITAL SERVICES,	INBOOT,PENS,BATTERIES	9/2025	7693829	96.00
26-54472	10-005703	FLOOR-TECH JANITORIAL	TRASHLINNERS&PAPERTOWELS	9/2025	6786	66.25
26-54678	10-006193	WINSUPPLY OF OKLAHOMA CITY	CUTTER WATER LINE REPAIR	9/2025	29131401	807.98
26-54809	10-006228	NATIONAL TANK & EQUIPMENT	LPUMP RENTAL	9/2025	425848-0001	2,417.18
26-54645	10-0130	AMERICAN FIRE & SAFETY	INSPECT/CHRG EXTINGUISHER	9/2025	132264	48.00
26-54687	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	fire hydrant repair	9/2025	0385842-IN	1,590.00
26-54697	10-1622	WESTLAKE ACE HARDWARE	4 BAGS OF CONCRETE	9/2025	3505041	23.96
26-54797	10-2123	HOME DEPOT CREDIT SVCS	TOOLS FOR WATER LEAKS	9/2025	008953/0423001	155.85
26-54810	10-2143	WARREN CAT	VACUUM EXCAVATOR	9/2025	B9739801	6,385.86
26-54528	10-2557	CORE & MAIN LP	AMART METER ANTENNA 6'	9/2025	CNV1000011707	120.00
26-54616	10-2557	CORE & MAIN LP	(20) SMART WATER METERS	9/2025	CNV1000011713	7,500.00
26-54732	10-2557	CORE & MAIN LP	5 METER BOXS & LIDS	9/2025	CNV1000011738	511.55
26-54638	10-2660	OEDQ WATER QUALITY DIV	TEMPORARY LICENSE	9/2025	TOC 4509063	62.00
26-54771	10-3001	EASTON SOD	SOD	9/2025	0286437	170.00
26-54778	10-4352	MCBRIDE CLINIC	DRUG SCREENS	9/2025	AUG2025	32.00
DEPARTMENT TOTAL:						19,986.63

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 12.2		UTILITY - SEWER					
26-54502	10-005156	COX COMMUNICATIONS INC.	MNTHLY PHONE SVC.	9/2025	20250831--	282.96	
26-54498	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	9/2025	AUG 2025**	171,151.47	
26-54340	10-3245	KRAPFF REYNOLDS CONST CO	NW 55 ST. RKWELL/MUELLER	9/2025	25183	131,930.91	
26-54778	10-4352	MCBRIDE CLINIC	DRUG SCREENS	9/2025	AUG2025	64.00	
DEPARTMENT TOTAL:						303,429.34	
DEPARTMENT: 97.0		DEBT SERVICE					
26-54507	10-3436	BANCFIRST	2013 REVENUE NOTE	9/2025	OCT-2025	6,149.00	
DEPARTMENT TOTAL:						6,149.00	
FUND TOTAL:						534,616.86	

**BETHANY PUBLIC WORK AUTHORITY**

From: Phil Stowell, Public Works Director

Date: 09-16-25

Subject: Requesting Approval to Purchase New Trailer Mounted Model 545 Trailer Jetter from River City Hydraulics in the amount of \$79,893.56 Sourcewell contract # 101221-SCA

BACKGROUND

The FY 2026 budget included \$110,000.00 for the purchase of a jetter. A jetter is a powerful tool that uses high-pressure water to clean and clear clogged pipes by blasting water through them, effectively removing debris, grease, sand, and even tree roots. It works by sending a specialized hose with a high-pressure nozzle into the pipe; forward-facing jets bore into blockages, while rear-facing jets propel the hose forward and flush away the loosened debris.

The city's existing unit has experienced chronic mechanical issues due to age.

RECOMMENDATION

1. Staff recommends approval of the purchase.

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

ADDITIONAL COMMENTS

This piece of equipment will be funded from line item 056-512.2-402

MODEL 545 TRAILER JETTER

BUDGET \$110,000.00

COST : \$79,893.56 SOURCEWELL CONTRACT NUMBER 101221-SCA



## QUOTE AND PURCHASE REQUEST

Department Public Works/Utilities Account No. 056 - 512 . 2 - 402

Obtained By Mike Lavigne Amount Budgeted \$101,000.00

Products or Services Requested: Jet Rodder

Company Name: <b>GapVax</b>	Company Name: <b>Frontier Equipment Sales</b>	Company Name: <b>River City Hydraulics</b>
Address: 575 Central Ave. Johnston PA	Address: 4123 North Banner Road El Reno OK 73036	Address: 12609 E 60th Tulsa Ok, 74146
Contact Name: <b>Nick Spano</b>	Contact Name: <b>Jim McGill</b>	Contact Name: <b>Chris Night</b>
Telephone Number: <b>713-829-0802</b>	Telephone Number: <b>405 354 2611</b>	Telephone Number: <b>405 471 4090</b>
Product or Service: Jet Rodder Trailer/ GapVax G7	Product or Service: Jet Rodder Trailer/Vac Con VJ 750	Product or Service: Jet Rodder Trailer/ Trailer Jet Model 545
Price: <b>\$ 99,953.02/ incl delivery</b>	Price: \$ 102,116.76/ incl delivery and onsite training	Price: \$ 78,893.56/including delivery and onsite training
Quote good until:	Quote good until: 9/4/25	Quote good until: 9/10/25
Discount Terms: Sourcewell # 101221-GPV	Discount Terms: Ok State contract # SW-193	Discount Terms: Sourcewell # 101221-SCA
Total Expected Price Including Freight: <b>\$99,953.02</b>	Total Expected Price Including Freight: <b>\$102,116.76</b>	Total Expected Price Including Freight: <b>\$ 79,893.56</b>

**APPROVAL:** *Recommend River City Hydraulics*

Purchase Awarded To \_\_\_\_\_ PO No. \_\_\_\_\_ - \_\_\_\_\_

Resource Manager Mike Lavigne Date 9/8/25

City Manager \_\_\_\_\_ Date \_\_\_\_\_

### **City of Bethany**

PO Box 219 • 6700 NW 36<sup>th</sup> St  
Bethany OK 73008 • (405) 789-5005 • FAX (405) 787-5467  
[www.cityofbethany.org](http://www.cityofbethany.org)



River City Hydraulics, Inc.  
 P.O. Box 6033  
 Sherwood, AR 72124  
 Phone: (501) 835-5230  
 Fax: (501) 834-1233

**Purchase Agreement**

Date	Estimate #
9/5/2025	27871

Name / Address
City of Bethany 6700 NW 36th St, Bethany, OK 73008

Ship To
--ESTIMATES ONLY--

**PRICE IS VALID FOR 5 BUSINESS DAYS**

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
SEWER EQUIP... Options	MODEL 545 TRAILER JETTER MODEL 545 ENGINE & PUMP 56 HP KOHLER DIESEL TIER IV ENGINE GIANT 40 GPM @ 2000 PSI W/30 MIN RUN DRY CAPABILITY LIGHTED NEMA 4 CONTROL PANEL AUTO SHUTDOWN ( HIGH ENG TEMP / LOW OIL PRESSURE) AIR PURGE VALVE RECALCULATION SYSTEM ENGINE DISPLAY ELECTRONIC THROTTLE CONTROL TANK & FILL 700 GAL. BLACK SUPER - POLY WATER TANK 2.5" FILL SYSTEM 25' FILL HOSE FOR FILL SYSTEM TRAILER TANDEM AXLES 14,000 GVWR ELECTRIC BRAKES W/2-5/16" BALL HITCH (1) ALUMINUM TOOLBOX - FENDER MOUNTED D.O.T. APPROVED LED LIGHTING ELECTRIC POWERED DROPLEG JACK	1	ea	79,893.56 0.00	79,893.56 0.00T

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date \_\_\_\_\_

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: \_\_\_\_\_



River City Hydraulics, Inc.  
 P.O. Box 6033  
 Sherwood, AR 72124  
 Phone: (501) 835-5230  
 Fax: (501) 834-1233

## Purchase Agreement

Date	Estimate #
9/5/2025	27871

Name / Address
City of Bethany 6700 NW 36th St, Bethany, OK 73008

Ship To
--ESTIMATES ONLY--

**PRICE IS VALID FOR 5 BUSINESS DAYS**

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	HOSE REEL & HOSE: ROTATING SAFETY REEL W/800' CAPACITY OF 3/4" HOSE WASHDOWN SYSTEM W/50FT RETRACTABLE HOSE REEL FILL HOSE STORAGE RACK DIGITAL REFERENCE DISTANCE METER (10% ACCURACY) ACCESSORIES 10' LEADER HOSE BB HOSE GUIDE UPSTREAM PULLEY GUIDE TRI - STAR ( CHISEL POINT ) NOZZLE DD ( HIGH FLOW ) NOZZLE FINNED NOZZLE EXTENSION NOZZLE RACK HYDRANT WRENCH PAPER OPERATOR / OWNER MANUAL TOOL STORAGE BIN ELECTRICAL & LIGHTING LED AMBER STROBE LIGHT LED ARROW BOARD ADDITIONAL ELECTRICAL DROP LEG JACK FREIGHT INCLUDED				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date \_\_\_\_\_

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: \_\_\_\_\_



River City Hydraulics, Inc.  
 P.O. Box 6033  
 Sherwood, AR 72124  
 Phone: (501) 835-5230  
 Fax: (501) 834-1233

### Purchase Agreement

Date	Estimate #
9/5/2025	27871

Name / Address
City of Bethany 6700 NW 36th St, Bethany, OK 73008

Ship To
--ESTIMATES ONLY--

**PRICE IS VALID FOR 5 BUSINESS DAYS**

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	SEWER EQUIPMENT OF AMERICA SOURCEWELL CONTRACT NUMBER 101221-SCA CITY OF BETHANY SOURCEWELL CUSTOMER NUMBER 198094				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

**Subtotal** \$79,893.56

**Sales Tax (0.0%)** \$0.00

**Total** \$79,893.56

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: \_\_\_\_\_

# GapVax

## PRICING SUMMARY



LIST PRICE OF BASE UNIT WITH OPTIONS	\$102,299.00
SOURCWELL DISCOUNT:	\$6,345.98
ESTIMATED DELIVERY: (@ \$4.00 per mile)	\$4,000.00
ESTIMATED SUBTOTAL:	\$99,953.02
SALES TAX	
TOTAL	\$99,953.02

ALL PRICES ARE IN US DOLLARS

\*\*\* UNLESS DELIVERY PRICE IS LISTED ABOVE, PRICE IS FOB FACTORY \*\*\* TERMS - NET, 15% DOWN \*\*\*

ALL ORDERS ARE SUBJECT TO CONFIRMATION. PRICES IN EFFECT AT THE TIME OF ORDER. ACKNOWLEDGMENT, PRICES AND OF CONFIRMATION ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICING DISCLAIMER: WHILE WE MAKE EVERY EFFORT TO MAINTAIN AND PRESERVE PRICING ACCURACY, ALL COST INCREASES INCURRED AFTER ORDER ACKNOWLEDGMENT FOR MAJOR COMPONENTS AND GOVERNMENT MANDATED REQUIREMENTS, TARIFFS, AND RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO CUSTOMER INVOICES WITH OR WITHOUT NOTICE. ALTHOUGH THE INFORMATION ON THIS QUOTATION IS PRESENTED IN GOOD FAITH AND BELIEVED TO BE CORRECT AT THE TIME OF PRINTING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF THIS INFORMATION. WE RESERVE THE RIGHT TO CHANGE, DELETE, OR OTHERWISE MODIFY THE PRICING INFORMATION WHICH IS REPRESENTED HEREIN WITHOUT ANY PRIOR NOTICE. WE CAREFULLY CHECK PRICING SPECIFICATIONS, BUT OCCASIONALLY ERRORS CAN OCCUR, THEREFORE WE RESERVE THE RIGHT TO CHANGE SUCH PRICES WITHOUT NOTICE. WE DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE MATERIALS. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER FROM THE RELIANCE UPON INFORMATION FROM THESE MATERIALS. PLEASE CHECK YOUR ORDER TO CONFIRM YOUR PRICING INFORMATION



# QUOTE

Date	QUOTE #
8/19/2025	QUOTE 4288

<b>Name / Address</b>
CITY OF BETHANY P.O. BOX 219 BETHANY, OK 73008 ATTN: JIM MCGILL

<b>Ship To</b>
CITY OF BETHANY 5300 NORTH CENTRAL BETHANY, OK 73008 Attn : TIM

Item	Description	Qty	Cost	Total
Misc. Parts	<p>***This is a new and unused stock unit available for immediate delivery.</p> <p>VJ750 Gal. Trailer, with Diesel Engine 30 gpm @ 3000 psi Giant pump, 74 HP Kubota Diesel Tier 4</p> <p>Standard Equipment Includes:                      (2) 375 Gal. tanks on tandem axle                      Heavy duty 2" x 4" tubular steel welded trailer                      Rotating hose reel w/500' sewer hose &amp; Leader hose 10'                      Reel - Hydraulic feed &amp; retract w/manual rotate , HD sewer hose guide                      Free reel spin for manual sewer hose retrieval                      Weather proof electric control panel, Engine emergency stop                      Electrical actuated clutch for water pump engagement                      Heavy duty pressure unloader &amp; Adjustable water flow rate valve                      In-line filter before water pump                      Cold weather re-circulation &amp; air purge system for winterization                      Water tank fill level sight gauge                      Fill pipe, hose rack and 25' fire hydrant hose                      16 Gal. Fuel tank, 2-5/16" Ball hitch, 7,000# GVWR axle                      7 pin connector, LED trailer lights                      Electric brakes with safety break away switch                      (1) Strobe, (1) LED work light, Auxiliary 12 volt plug in                      Tiger tail hose protector w/cleat tie off                      (1) cleaning nozzle &amp; (1) penetrator nozzle                      (1) Finned nozzle extension                      Giant water Pump                      Kubota Diesel Engine                      Standard paint color - Black - AKZO Midnight Black (AN400QF)</p> <p>INCLUDED OPTIONS</p> <p>1 - \$1,066.00 - Hose footage counter - Reel mounted                      1 - \$1,646.01 - Fender mounted tool box 72" - Black powdercoated - steel                      1 - \$686.15 - LED Work light Package: (2) additional LED lights - rear mounted                      1 - \$522.09 - LED 4 flat strobes FRONT AND REAR FENDERS                      1 - \$102.41 - panel light LED                      1 - \$961.73 - 50' of 3/8" auxiliary hose, reel &amp; wash down gun                      1 - \$176.89 - nozzle rack                      1 - \$189.93 - upgrade leader hose 3/4' x 20' long</p>	1	102,116.76	102,116.76
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	



# QUOTE

Date	QUOTE #
8/19/2025	QUOTE 4288

<b>Name / Address</b>
CITY OF BETHANY P.O. BOX 219 BETHANY, OK 73008 ATTN: JIM MCGILL

<b>Ship To</b>
CITY OF BETHANY 5300 NORTH CENTRAL BETHANY, OK 73008 Attn : TIM

Item	Description	Qty	Cost	Total
	1- \$538.12 - 600' x 3/4" hose 1 - \$1,121.86 - Upgraded nozzle enz package one sanitary and one penetrator 1 - \$511.12 - Drain valves for water pump 1 - \$80.07 - Wheel chocks / set of 2 1 - Delivery 1 - Onsite training  PRICING IS PER OKLAHOMA STATE CONTRACT# SW-193 OKLAHOMA STATE CONTRACT OFFICER: Darlene Saltzman 405-521-6667 Darlene.Saltzman@omes.ok.gov			
			<b>Subtotal</b>	\$102,116.76
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$102,116.76

ALL QUOTES ARE GOOD FOR FIFTEEN DAY UNLESS OTHERWISE STATED ON QUOTE. ANY QUOTES FOR REPAIRS SHOULD BE CONSIDERED AS ESTIMATES. PRICING ON REPAIRS CAN CHANGE 405-354-2611

NOTICE: On Thursday, August 28th, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, SEPTEMBER 2, 2025**

**6:30 P.M.**

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

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 8:27 P.M.

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

- A. APPROVAL OF MINUTES FROM AUGUST 19, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

A motion was made by Trustee Triana, seconded by Trustee Larsen to approve the consent docket. Yes votes: Sandoval, Larsen, Magirowsky, Triana, Plank, Falkner, Powell. 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 SEPTEMBER 16, 2025**.

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 8:28 P.M. until September 16, 2025.

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SECRETARY

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CHAIRMAN

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** September 11, 2025  
**Subject:** Claims list for the 09/16/2025 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ -
<b>TOTAL</b>	<b>\$ -</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 630,863.96
Bethany Public Works Authority	\$ 534,616.86
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,165,480.82</b>

### RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday August 28th, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, SEPTEMBER 2, 2025**

**6:30 P.M.**

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

Chairman Sandoval called the Bethany Development Authority meeting to order at 8:28 P.M.

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

**A. APPROVAL OF MINUTES FROM AUGUST 19, 2025, REGULAR MEETING.**

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

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

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

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL SEPTEMBER 16, 2025**.

Chairman Sandoval adjourned the Bethany Development Authority meeting at 8:28 P.M. until September 16, 2025.

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SECRETARY

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CHAIRMAN

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** September 11, 2025  
**Subject:** Claims list for the 09/16/2025 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 630,863.96
Bethany Public Works Authority	\$ 534,616.86
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,165,480.82</b>

### RECOMMENDATION

1. Approve claims as presented.

