City of Bixby
City Council Meeting Agenda

Mayor Brian Guthrie
Vice Mayor Paul Blair
Council Member Andrew Revelis
Council Member Brad Girard
Council Member Robert Founds

Monday, July 25, 2022	**6:00 PM**	**City Hall Municipal Building 116 W. Needles Ave., Bixby, OK 74008**

Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran, City Clerk

Pledge of Allegiance

Invocation

Consent Agenda

City Clerk's Report

Consider and Approve:

1) Minutes for the Work Session dated 07/11/22.

2) Minutes for the City Council Meeting dated 07/11/22.

3) Consider and/or approve the purchase from Bob Howard Chrysler Jeep Dodge in the amount of $70,293.00 for two new patrol units.

4) Discuss and/or take action on the approval and authorization for the Mayor to sign a Shared Utility Billing Agreement with Rural Water District No. 2 Creek County.

5) Request to approve the purchase of personal protective equipment (PPE) of structural firefighting ensemble (coat and pants) from NAFECO, Inc. not to exceed $29,048.10 funding from 2022-2023 Capital Improvement Fund.

6) Discuss and/or approve purchase of office furniture for the Remote Operation Center at B&B Theater.

7) Approve purchase of a Smithco Spray Star 1200 Series Star Command II 200 gallon Sprayer from State Contract Pricing SW0190 Kansas Golf & Turf Approved in FY 2023 Capital Budget in the amount of $74,282.20. With a trade-in of a 2015 Toro Multi-Pro 1750 Sprayer in the amount of $8,000.00.

8) Approve Purchase of Cushman Hauler 1200X Utility Vehicle from State Contract Pricing SW0190 Kansas Golf & Turf. Approved in FY 2023 Capital Budget in the amount of $14,900.00.

9) Approve purchase of a Bullseye RapidSeed 590 from State Contract Pricing SW-196 Professional Turf Products Approved in FY 2023 Capital Budget in the amount of $16,823.31.

10) Approve Purchase Order for Professional Turf Products for Fiscal Year 2022-23 service, and parts for Toro Equipment in the amount of $25,000.00.

11) Discuss and/or approve completion of South Bixby Drainage Phase II.

12) Discuss and/or approve Change Order Requests #4, #7 and #8 for STP 121st and Mingo Intersection Improvement Project; total #168,134.01.

13) Consider and Approve Horizon Lawn and Landscape to maintain the Downtown and Bentley Park Roundabout landscape beds. Of the three bids that were obtained Horizon Lawn and Landscape was the lowest bid in the amount of $18,800.00 Budgeted from Fund 21 Streets and Alley.

14) Discuss and/or take action on a Proclamation declaring July 30^{th,} 2022, as the 40th Anniversary of the Theatrical Release of the film "Tex".

Regular Agenda

1) Request authorization to purchase EMS training manikins totaling $8,978.35.

Joey Wiedel

2) Request authorization to purchase mobile and portable radios for the ambulances, totaling $70,191.10, purchasing will be through Sourcewell contract.

Joey Wiedel

3) Request authorization to purchase iSimulate REALITi – Plus System totaling $16,125.00.

Joey Wiedel

4) Discussion and possible approval of Ordinance #2400 Comprehensive Plan Amendment (BXCP-22.03) to the Bixby Comprehensive Plan, for "The Preserve" located NE/c (northeast corner) East 171st Street and South Harvard, Section 26, Township 17N, Range 13E.

Donna Crawford

5) Discussion and possible action to declare an emergency regarding Ordinance Number 2400 making it effective immediately upon passage and approval.

Donna Crawford

6) Discussion and possible approval of the Rezone (BXZO-22.04) and Planned Unit Development (BXPUD-22.05) for "The Preserve" located NE/c (northeast corner) East 171st street and South Harvard, Section, 26, Township 17N, Range 13E.

Donna Crawford

7) Discussion and possible approval of Ordinance #2401, for Rezone (BXZO-22.04) and Bixby Planned Unit development (BXPUD-22.05) for "The Preserve" , containing Four (4) distinct neighborhood styles, 149.182 +/- acres, in the Northeast corner of East 171st Street south and South Sheridan Road, Section 26, Township 17N, Range 13E.

Donna Crawford

8) Discussion and possible action to declare an emergency regarding Ordinance Number 2401 making it effective immediately upon passage and approval.

Donna Crawford

9) Discussion and possible approval of Bixby Comprehensive Plan Amendment (BXCP-22.02) to the Comprehensive Plan for the property, Kingdom Office Center located approximately in the 15100 Block of 77th East Avenue, Bixby Industrial Park, Bixby, Bixby, Oklahoma.

Donna Crawford

10) Discussion and possible approval of Ordinance number 2402, for Comprehensive Plan Land Use Map Minor Amendment BXCP-22.02. Containing 5.08+/-acres, Kingdom Office Center located approximately in the 15100-block of South 77th East Avenue, Bixby Industrial Park, Section 23, Township 17N, Range 13 E.

Donna Crawford

11) Discussion and possible action to declare an emergency regarding Ordinance Number 2402 making it effective immediately upon passage and approval.

Donna Crawford

12) Discussion and possible approval of Rezone BXZO-22.03, Kingdom Office Center located approximately in the 15100-Block of 77th East Avenue, Bixby Industrial Park, Bixby, Oklahoma.

Donna Crawford

13) Discussion and possible approval of Ordinance Number 2403, for Rezone BXZO-22.03 Containing 5.08 +/- acres, Kingdom Office Center located approximately in

the 15100 block of South 77th East Avenue, Bixby Industrial Park, Section 23, Township 17N, Range 13E.

Donna Crawford

14) Discussion and possible action to declare an emergency regarding Ordinance Number 2403 making it effective immediately upon passage and approval.

Donna Crawford

15) Discussion and possible approval, of Preliminary Plat BXPT-22.05, Kingdom Office Center located approximately in the 15100 Block of 77th East Avenue, Bixby Industrial Park, Bixby, Oklahoma.

Donna Crawford

16) Motion to enter into Executive Session:

    a. Confidential communications and discussions among the City Council and its Attorney to discuss current litigation, status and recommendation. Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes Section 307 B.

Brian Guthrie

17) Motion to exit Executive Session and reconvene in open session.

Brian Guthrie

18) City Manager's Report

Jared Cottle

19) New Business
In accordance with the Open Meeting act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

Brian Guthrie

20) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of MONTH DD, YYYY, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Shannon Duran
City Clerk

Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees, agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars ($1,000.00), or by both such fine and imprisonment. D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

For Special Accommodations

Persons who require special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email City Clerk, Shannon Duran (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

City of Bixby City Council
Work Session Meeting Minutes

Dawes Conference Room
113 W Dawes, Bixby, Oklahoma 74008
July 11, 2022, at 5:0o P.M.

The Special Work Session agenda for the regularly scheduled meeting of the City of Bixby was posted on the bulletin board at City Hall, 116 W Needles Ave, Bixby Oklahoma on July 8, 2022, on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 5:19 p.m. City Clerk, Shannon Duran called the roll and the following members were present.

Members Present	**Staff Present**
Guthrie	Jared Cottle, City Manager
Blair	Charles Barnes, Finance Dir.
Founds	OC Walker, City Planner
Girard	Bea Aamodt, Public Works Dir.
Revelis(Not Present)	Donna Crawford, Development
	Justin Dowd, Engineer
	Shannon Duran, City Clerk

Mayor Guthrie said item #1 on the Work Session agenda and is:

Presentation and grand opening of th Waste Water Reclamation Facility.

Presentation and ribbon cutting done at Waste Water Reclamation Facility at 4:30pm

Mayor Guthrie said item #2 on the Work Session agenda is:

Presentation and discussion on updated Fee Resolution.

Presentation given by Charles Barnes.

Charles Barnes provides modified AMR meter changes fee worksheet that will be a part of the new fee schedule presented to all council members and a copy is attached to these minutes.

Council inquires of all staff departments regarding requested fees on new few schedule presented.

No action was taken.

The adjournment was called at 5:55 p.m.

_____
Mayor

Attest

_____
City Clerk

CHARGES ASSOCIATED WITH DISCONTINUATION OF SERVICE	Updated July 1, 2022	
Type of Charge	**Inside City Limits**	**Outside City Limits**
CCTV INSPECTION		
PLUMBING & SERVICE LOCATION	$2.50/LF	$2.50/LF
NEW SANITARY INSPECTION	$1.50/LF	$1.50/LF
NEW STROM INSPECTION	$2.00/LF	$2.00/LF
Water meter replacement	**Cost of AMR**	**Cost of AMR**
Replacement of water meter box	**$150.00**	**$150.00**
Replacement of water meter lid - 3/4"	**$35.00**	**$35.00**
Replacement of water meter lid - over 1"	**$50.00**	**$50.00**
Charges associated with replacement of water meter vaults	**Cost of labor and materials**	**Cost of labor and materials**
Service performed after normal working hours, add $75.00		

REREAD AND LEAK TEST CHARGES	Updated July 1, 2022	
Type of Charge	**Inside City Limits**	**Outside City Limits**
Leak test and re-read charge		

AMR meter charges	Updated July 1, 2022	
Water Meter Size	**Inside City Limits**	**Outside City Limits**
3/4 inch or less in size	$250.00	$250.00
1 inch	$420.00	$420.00
1 1/2 inch	$950.00	$950.00
2 inch	$1,012.00	$1,012.00
2" Compound	$2,280.00	$2,280.00
3" Compound	$3,220.00	$3,220.00
4" Compound	$4,070.00	$4,070.00
6" Compound	$6,595.00	$6,595.00
2" R900i Turbine	$1,140.00	$1,140.00
3" R900i Turbine	$1,860.00	$1,860.00
4" R900i Turbine	$2,065.00	$2,065.00
6" R900i Turbine	$3,625.00	$3,625.00
Replace AMR Antenna	$45.00	$45.00
Replace damaged AMR (caused by customer)	Cost as listed above	Cost as listed above
Data extraction from AMR meter		

Exhibit presented to Council at Worksession

Cemetery Fees

CEMETERY FEES	Updated July 1, 2022
Grave Space for City of Bixby Residents	$800.00
Grave Space for non-residents	$1,500.00
Grave Space - Quick claim deed processing	$700.00
Reissue Deed	$50.00
Grave Opening or closing:	
Monday-Friday 8:00am-4:00pm	$500.00
Saturday 8:00am-12:00pm	$700.00
Saturday 12:00pm-4:00pm	$1,100.00
Holiday	$1,100.00
Infant (1 year old or less) M-F 8-4	$100.00
Opening for cremation interment	$200.00
Opening for Saturday cremation interment	$300.00
Disinterment	$600.00
Monument settings	$1.00 per square inch
Minimum monument setting fee	$100.00 per square Inch
Veterans Marker	$25.00
Veterans Engraving	$50.00

OTHER ZONING AND DEVELOPMENT RELATED FEES	
	Updated July 1, 2022
Comprehensive Plan Minor Amendment	$500.00
Comprehensive Plan Major Amendment	$700.00
Cell Tower Upgrade	$350.00
Zoning Clearance Permit	$150.00
Site Plan Review / Approval	$450.00
Corridor Appearance District Waiver	$1,000.00
Right-of-way or Easement Closing -Existing	$1,000.00
Right-of-way or Easement Closing - Proposed Construction	$1,000.00
Right-of-way or Easement Closing - General	$1,000.00
Curb Cut/ Street Cut	$75.00
Encroachment	$1,000.00
Landscape Plan Alt. Compliance	$150.00
Annexation / Deannexation	$300.00
PUD Requirement Waiver	$100.00
Request Agenda Placement (when Public Notice is required)	$100.00
Request Agenda Placement (no Public Notice is required)	$50.00
Sign posting of Public Notice	$140.00
WRITTEN NOTICE AND POSTAGE (300') RADIUS	
30 or less	$250.00
31 - 69	$300.00
70 or more	$350.00
PLANNING COMMISSION AND CITY COUNCIL	
Platted	$225.00
Unplatted - 5 typed lines or less	$250.00
Any over 5 typed lines	$275.00
BOARD OF ADJUSTMENT	
Platted	$85.00
Unplatted - 5 typed lines or less	$90.00
Any over 5 typed lines	$95.00
Letter-writing fee	$50.00
Subdivision Inspection Fees	As per repealed Ord #599 until amended by future Resolution
Other Floodplain Development Permit Fee	$100.00

C) Inspection Fees -Single Family homes	
	Updated 7/1/2022
Inspection Fees (total fees, see breakdown below)	$1,180.00
Breakdown of Fees below for reference/itemized use:	
Structural Piers	$66.00
Footing	$66.00
Stem Wall / High Wall	$66.00
Plumbing Rough	$66.00
Slab Electrical	$66.00
Slab	$66.00
Steel	$66.00
Framing	$66.00
Electrical Rough	$66.00
Electrical Service (per meter)	$66.00
Slab Duct	$66.00
Overhead Duct	$66.00
Top - Out	$66.00
Water (Line & Connection)	$66.00
Sewer (Line & Connection)	$66.00
Gas (Line & Connection)	$66.00
Equipment Set (HVAC)	$66.00
Roof Deck	$66.00
Final - Electrical, Plumbing & HVAC	$66.00
Disapproved inspection	$100.00
2nd Re-inspection	$150.00
3rd Re-inspection	$200.00
Walk-thru inspection (ie. Final Punch)	$75.00
Work started without a Permit	Per Ordinance

Licenses & Business

BUSINESS REGULATIONS	Updated July 1, 2021
7 day License	$50.00
Alcohol Licenses / Permits (annual) :	
Brewer's License	$1,265.00
Beer Distributor	$500.00
Mixed Beverage Establishment (New)	$900.00
Mixed Beverage Establishment (Renewal)	$600.00
Hotel Alcohol Beverage License (New)	$500.00
Hotel Alcohol Beverage License (Renewal)	$450.00
On Premises Wine & Beer Sales (New)	$500.00
On Premises Wine & Beer Sales (Renewal)	$450.00
Retail Wine Sales	$250.00
Retail Beer Sales	$250.00
Retail Package Store (Liquor Store)	$905.00
Wholesaler - Wine & Spirits	$2,000.00
Class B Wholesaler	$625.00
Wine Maker's License	$625.00
Small Farm Winery (replaced OK Winemaker)	$125.00
Private Clubs (Liquor License)	$900.00
Caterer (If Bixby Located)	$500.00
Distiller's License	$3,438.00
Rectifier's License	$3,125.00
Other Business Licenses:	
Business Permit Fee (annual)	$25.00
Special Events	$50.00
Contractor's License - Electrical	$100.00
Contractor's License - Mechanical	$100.00
Contractor's License - Plumbing	$100.00
Drilling Bond	$25,000.00
Drilling Permit (annual)	$750.00
Itinerant Merchant & Door to Door Sales (6 month) Application Fee	$200.00
Peddler's License (door to door) Fee per sales person	$25 Each
Operating Permit (annual)	$300.00
Pool Hall License (annual)	$20.00
Taxicab Fee (annual)	$25.00
Amusement Machines (annual)	$5.00
Bail Bondsman License (annual)	$100.00

HEALTH AND SANITATION	Updated July 1, 2021
Food service establishment License (annual)	$155.00
Processing fee	$5.00

City of Bixby City Council Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
July 11, 2022 at 6:00 P.M.

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on July 8, 2022 on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 6:01 p.m.

City Clerk Shannon Duran called the roll and the following members were present.

Members Present	Staff Present
Guthrie	Jared Cottle, City Manager
Blair	Charles Barnes, Finance Dir.
Founds	OC Walker, City Planner
Girard	Bea Aamodt, Public Works Dir.
Revelis	Donna Crawford, Development
	Justin Dowd, Engineer
	Bryan Toney, Public Info. Officer
	Shannon Duran, City Clerk

Pledge of Allegiance

Invocation was given by Mayor Guthrie

Mayor Guthrie said Item #1 on the Consent Agenda is:

City Clerk's Report

Consider and approve:

a) Minutes for the Work Session meeting dated 06/27/22.

b) Minutes for the City Council meeting dated 06/27/22.

c) Discuss and/or approve purchasing 3-TN HV/AC Unit for the Cemetery Maintenance Building from Quality Heating and Cooling; cost is $10,100.

d) Accept the infrastructure at River Crest Phase 2 Development, located on S 131st between Memorial & Sheridan, into the City's infrastructure.

e) Approve Professional Services Agreement with Municipal Finance Services, Inc.

f) Consider and/or take action on approval of Resolution No. 2022-12, formally re-adopting authorized and existing fees and preset fines charged by the City of Bixby, its agencies, boards and departments.

g) Resolution No. 2022-13, providing for the participation in the OMAG Recognition Program.

h) Discuss and/or approve purchase of office furniture for the Remote Operation Center at B&B Theater.

Public comments are limited to items listed on the agenda.

Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Vice Mayor Blair requests to pull item "f". Discussions held as to item "f" asked if there were any comments or questions on Resolution No. 2022-12, formally re-adopting authorized and existing fees and preset fines charged by the City of Bixby, its agencies, boards and departments. Council modifies item "f" to state corrected fees and fine amounts.

Mayor Guthrie requests to pull item "h" and requests matter be heard at a later date.

Discussion continued.

Mayor Guthrie asked for a motion on the Consent Agenda for items "a-g". Mayor Guthrie made a motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 5-0
Ayes: Guthrie, Founds, Revelis, Girard, Blair
Nays: None

Mayor Guthrie said item #1 on the Regular Agenda is:

Discuss and/or take action on awarding contract to Orr Construction, Inc. for the Deer Run Booster Pump Station; Orr Construction, Inc. submitted the lowest and best bid of $1,164,723.23.

Presented by Justin Dowd

Mayor Guthrie asked for a motion on item #1. Councilor Girard made a motion to accept, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried 5-0
Ayes: Girard, Blair, Founds, Revelis, Guthrie
Nays: None

Mayor Guthrie said item #2 on the Regular Agenda is:

Discussion and possible approval of the revised Comprehensive Plan Amendment BXCP-22.03 for The Preserve located NE/c (northeast comer) East 171st Street South and South Sheridan, Section 26, Township 17N, Range 13E.

Time: 6:12pm

Mayor Guthrie recuses himself from this item and steps out of City Council meeting.

Presented by Donna Crawford

Other speakers: Justin Morgan

Preserve map provided to council.

After discussions held, item tabled for speaker Justin Morgan to consult with peers. Council returns to matter at 7:30pm for further discussion.

Item #2 approval of revised Comprehensive Plan Amendment BXCP-22.03 for the Preserve located NE/c East 171st Street South and South Sheridan, Section 26, Township 17N, Range 13E modified to 10 acre commercial minimum.

Vice Mayor Blair asked for a motion on item #2 as modified by Council. Vice Mayor Blair made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 3-1
Ayes: Blair, Founds, Revelis
Nays: Girard

Vice Mayor Blair said item #3 on the Regular Agenda is:

Discuss and/or take action on approval of Economic Development Agreement with Neal's Sit & Sleep, LLC.

Vice Mayor tables item #3 and will return to item 3 after item #7 and BPWA Agenda are called.

Item #3 recalled at 6:50pm. (Mayor Guthrie now present)

Presented by Jared Cottle

Other speakers: John Neal

Neal's Sit and Sleep 2 page basis for rebate document presented to councilor for review.

Discussions held as to the Economic Development Agreement in the amount of $250,000.00 for the 1st 5 years and $100,000.00 by year 6 as long as business is in place in the City of Bixby by year 6, as agreed by council. John Neal agrees to amount stipulated by council.

Vice Mayor Blair asked for a motion on item #3 as modified by council. Vice Mayor Blair made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 5-0
Ayes: Blair, Founds, Revelis, Girard, Guthrie
Nays: None

Vice Mayor Blair said item #4 on the Regular Agenda is:

Time 7:40pm

Motion to enter into Executive Session:

a) *Discussion on negotiations and/or purchase for certain real property at 114 E. Breckenridge, owned by First Baptist Church of Bixby, Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section. 307.B.3.*

Presented by Vice Mayor Blair

Vice Mayor Blair asked for a motion on item #4 as modified by council. Councilor Founds made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-0
Ayes: Founds, Revelis, Girard, Blair
Nays: None

Councilor Girard declares conflict and left remainder of meeting after motion to enter into executive session began.

Revelis, Founds, Blair and Guthrie enter into executive session on item #4.

Mayor Guthrie said item #5 on the Regular Agenda is:

Time 8:40pm

Revelis, Founds, Blair and Guthrie present. Councilor Girard not present.

Motion to exit Executive Session and reconvene in Open Session.

Presented by Mayor Guthrie

No action taken during executive meeting.

Mayor Guthrie asked for a motion on item #5. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 4-0
Ayes: Founds, Revelis, Girard, Blair, Guthrie
Nays: None

Mayor Guthrie said item #6 on the Regular Agenda is:

Consider and/or take action, if necessary, on the purchase of real property at 114 E. Breckenridge, own by First Baptist Church of Bixby.

Presented by Mayor Guthrie

Others that spoke: Christie Rooney

Mayor Guthrie asked for a motion on item #6. Mayor Guthrie asked for a motion on item #6. Mayor Guthrie made a motion to accept, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried 4-0
Ayes: Guthrie, Blair, Revelis, Founds
Nays: None

Vice Mayor Blair said item #7 on the Regular Agenda is:

Matter called out of order at 6:40 pm

City Manager's Report

Introduction of new City Planner OC Walker.

Update as to the waste water treatment plant.

Update on generator pump station.

Update on bridge on 121st project.

Update on fire hydrant testing.

Fire Station No 2 Car Seat Safety will be doing a car seat check up 7/28/22 at Fire station #2 from 10-12pm.

New Business

There being no new business

Adjournment was called at 8:34 p.m.

_____
Mayor

_____
City Clerk

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
July 11, 2022

Time: 6:00 P.M. or immediately Following the City Council Meeting

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Ave, Bixby, Oklahoma on July 8, 2022 on or before 5:00 p.m.

City Clerk Shannon Duran called the roll and all members were present.

Members Present	**Staff Present**
Guthrie(Not Present)	Jared Cottle, City Manager
Blair	Charles Barnes, Finance Dir.
Founds	OC Walker, City Planner
Girard	Bea Aamodt, Public Works Dir.
Revelis	Donna Crawford, Development
	Justin Dowd, Engineer
	Shannon Duran, City Clerk

Consent Agenda

Vice Mayor Blair said Item #1 on the BPWA Consent Agenda is:

Secretary's Report

Consider and approve:

a. Minutes for Bixby Public Works Authority regular meeting 06/27/22.

b. Discuss and/or approve Purchase Orders for FY22 for Water Department as follows:

- Accurate Labs for $20,000 water – DBP, Lead, Copper, Bac-T Testing
- Core and Main for $65,000 – Plumbing Parts
- Core and Main for $100,000 – Neptune AMR meter purchase
- Utility Supply - $10,000 – Plumbing Parts.

Vice Mayor Blair asked for a motion on the BPWA consent agenda. Councilor Girard made a motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-0
Ayes: Girard, Founds, Revelis, Blair
Nays: None

Vice Mayor Blair said Item #1 on the Regular BPWA Agenda is:

New Business

There being none.

Bixby Public Works Authority Meeting adjournment was called at 6:49 p.m.

_____
Mayor

_____
City Clerk

CITY OF BIXBY OKLAHOMA

Bixby City Council

Speaker Sign-In Sheet

Date: 7/11/22

Name	Address/Phone	Item # or Topic
Christie Rooney	14606 S. 53rd E. Ave	6

Exhibits as to City Council Meeting 7/11/2022 provided to Council

The Preserve

EXHIBIT I

PROPOSED COMPREHENSIVE PLAN MAP

DATA FROM BIXBY 2018 COMPREHENSIVE PLAN - FIGURE 2-1 2030 FUTURE LAND USE

Legend

Future Land Use	Density (du/ac.)
Rural Agriculture (Unincorporated)	0 - 0.5
Agricultural	0 - 1
Rural Residential	0 - 1.5
Low Density Residential	1.5 - 4
Medium Density Residential	4 - 6
Medium-High Density Residential	6 - 10
High Density Residential	10 +
Mixed Use	10 +
Residential Manufactured Home Park	8

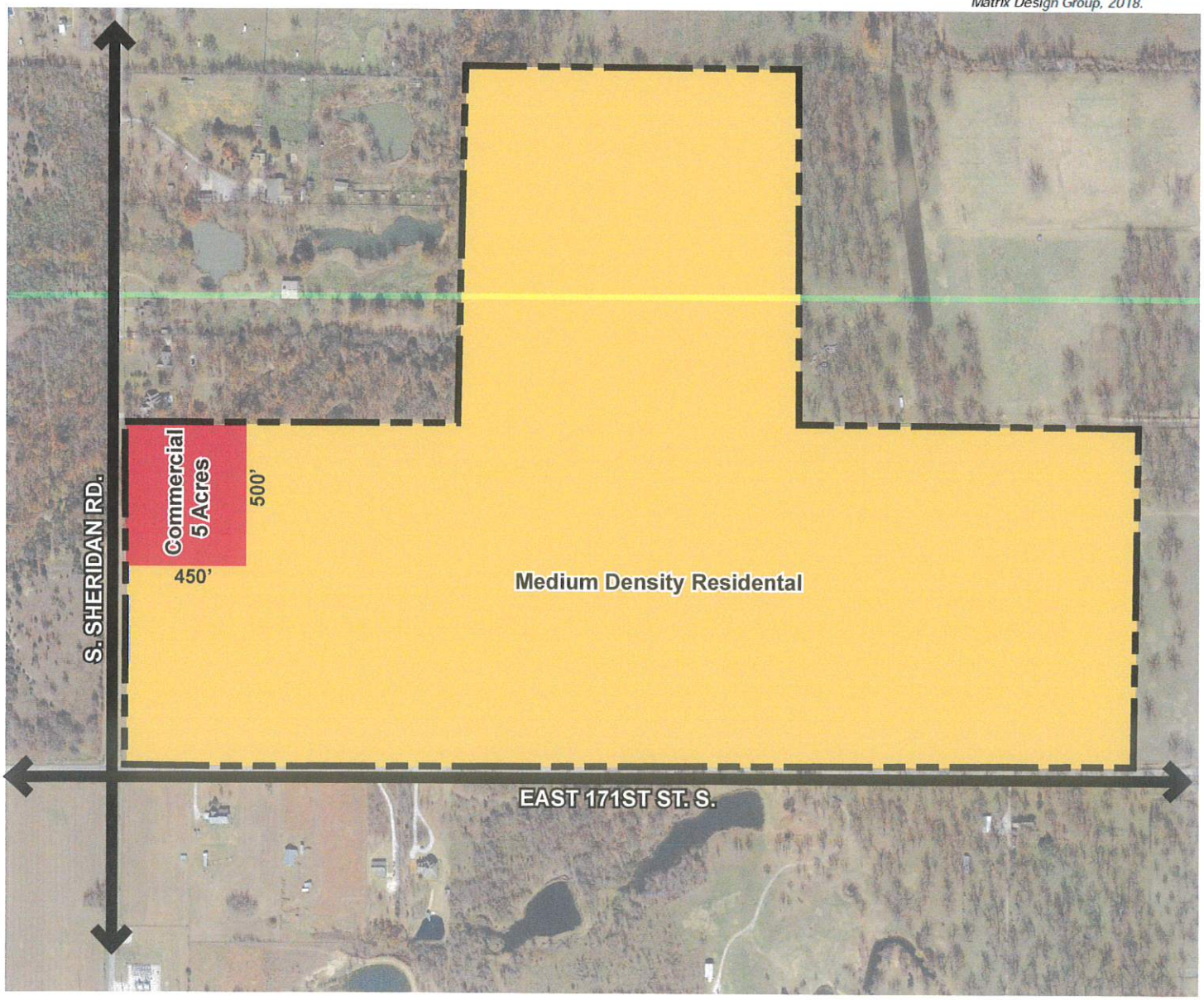
Future Land Use
- Neighborhood Commercial
- Commercial
- Industrial
- Public/Institutional
- Recreation and Open Space
- Flood District
- Water

- City Owned
- Bixby Fenceline
- Bixby City Limit
- County
- Highway
- Major Street
- Local Street
- Railroad

Water Body
Stream / River

0 1 2 Miles

Data Source: City of Bixby, 2018. Matrix Design Group, 2018.



NOT TO SCALE

NORTH

TANNER CONSULTING LLC
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NEAL'S

SIT & SLEEP

CONTACT

jneal@nealshomestore.com

918-756-0920

2825 N Hwy 75, Okmulgee, OK

120 W Taft Ave, Sapulpa, OK

WHO WE ARE

We are a family-owned and operated business since 1965 specializing in the home furnishings, bedding, appliances, and electronics industry.

LOCATION UNDER CONSIDERATION

11915 S Memorial Dr
Town and Country Shopping Center
Bixby, OK

Projected opening November 1st

PROJECTED SALES

We estimate to do between 3 to 5 million on year 1-2 and 4 to 7 million on year 3-5.

NEAL'S

SIT & SLEEP

BASIS FOR REBATE

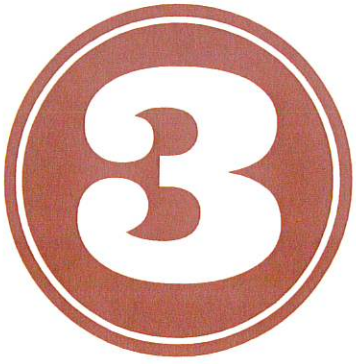
The city of Bixby is losing sales tax dollars in the home furnishings, bedding, and appliance industry due to a lack of competitive price points, availability, and financing options. Neal's Sit and Sleep solves these issues by our merchandising mix which offers mid to medium high price ranges, in stock merchandise available for same or next day delivery, and financing availability options for every customer regardless of credit ratings.

COMPETITIVE PRICE POINTS

Upon evaluating the Bixby market we have found that both North Carolina Furniture Mart and Lux caters to a higher end clientele with an emphasis on design and special orders. While there is a market for this customer base we believe there is a very large underserved consumer base that prefers quality furniture at a more reasonable price range. We will be competing directly with Ashley Home Store, Bob Mills, Sunshine Furniture, and Mathis Brothers. The city of Bixby is losing a very significant amount in sales tax revenue by not having a company that is competing for this consumer base.

AVAILABILITY

Our large warehouse enables us to keep backup stock options for the immediate gratification of our customers. At this price range availability is just as important as the pricing. An item on our floor is backed up in our warehouse at least twice. Better sellers could be backed up much higher than that. In doing so, our largest financial expense is our inventory. We estimate to have $300,000 of cost dedicated at our Bixby retail floor. This means that at a bare minimum our inventory commitment for the Bixby location will be $900,000 or more. We will be offering customers same day or next day delivery which is currently an unavailable option in Bixby.



FINANCING

Financing is a large component to our strategy and one that is very underutilized in the Bixby market. We offer Prime, sub-prime, and no credit needed options. This ensures that we not only capture a much higher percentage of buyers in need of these options but we often times are able to increase the ticket amount as well.

CONSENT ITEM COMMENTARY

ITEM TITLE: Consider and/or approve purchase to Bob Howard Chrysler Jeep Dodge in the amount of $70,293.00 for two new patrol unit.

INITIATOR: Chief Todd Blish

STAFF INFORMATION SOURCE: Angela Williams

BACKGROUND: The new units will replace existing units that are in need of replacement, due to wear, tear, and age of the units, high maintenance and repair. The new units will allow for officers recently hired to be assigned an individual patrol unit. The new patrol unit will be purchased through state contract pricing and funded through Capital Vehicle account.

EXHIBITS: Quote

KEY ISSUE: Vehicle Purchase

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve purchase of two new patrol units through Bob Howard Chrysler Jeep Dodge.

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: CITY

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on the approval and authorization for the Mayor to sign a Shared Utility Billing Agreement with Rural Water District No. 2 Creek County.

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: The City of Bixby will provide sanitary sewer service to Bixby residents receiving water service from Rural Water District No. 2 Creek County. For these residents receiving sewer service, the RWD has agreed to provide water usage to the City of Bixby, which the Water Department will use to bill for sewer usage. Staff requests approval of the Shared Utility Billing Agreement and authorization for the Mayor sign the Agreement.

EXHIBITS: Shared Utility Billing Agreement

KEY ISSUE: Sewer billing for Bixby Residents within Creek County RWD No. 2's Service Area

COUNCIL ACTION: Approve Agreement and Authorize the Mayor to sign

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 07-25-2022

MEETING: City Council

Utility Billing Agreement

This Agreement (this "**Agreement**"), dated as of the 14 day of June 2022, (the "**Effective Date**"), is by and between Rural Water District No. 2 Creek County, Oklahoma, an agency of the State of Oklahoma ("**Creek-2**") and The City of Bixby, Oklahoma, an Oklahoma municipality ("**Bixby**") and together with Creek-2, the "**Parties**", and each a "**Party**").

WHEREAS Creek-2 provides and bills for water service to properties within the Bixby Fence Line; and

WHEREAS Bixby desires to bill said customers separately for sewer services provided by Bixby, hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Creek-2 and Bixby agree as follows:

Definitions: The term "sewer" as used in this Agreement shall also mean, include and apply to "ambulance" and "storm water." The term "sewer customer" as used in this Agreement shall also mean, include and apply to "ambulance customer" and "storm water customer." The term "sewer service" as used in this Agreement shall also mean, include and apply to "ambulance service" and "storm water service." The sole exception to the foregoing, is that any adjustment provided for in Section 29 of this Agreement for water service, shall only apply to or impact sewer charges and adjustment to water billings as permitted in Section 29, shall not function to alter fixed fees associated with ambulance and storm water charges.

1. Services. Creek-2 shall provide to Bixby the services (the "**Services**") set out in Exhibit A attached to this Agreement. To the extent there is any conflict between the terms of this Agreement and Exhibit A, the terms of Exhibit A shall control.

2. Creek-2 Obligations. Creek-2 shall:

2.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions: (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Creek-2 Contract Manager**"). (b) A number of employees (one or more at Creek-2's discretion and which can also consist of the Creek-2 Contract Manager) that it deems sufficient to perform the Services, (collectively, with the Creek-2 Contract Manager, "**Provider Representatives**").

2.2 Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term and upon Bixby's written request, Creek-2 shall allow Bixby or Bixby's representative to inspect and make copies of such records in connection with the provision of the Services; provided that Bixby provides Creek-2 with at least ten (10) business days advance written notice of the planned inspection and any such inspection shall take place during regular business hours and any such inspection shall occur no more than once per year.

3. Bixby Obligations. Bixby shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Bixby Contract Manager**"), with such designation to remain in force unless and until a successor Bixby Contract Manager is appointed.

3.2 Require that the Bixby Contract Manager respond promptly to any reasonable requests from Creek-2 for instructions, information, or approvals required by Creek-2 to provide the Services.

3.3 Cooperate with Creek-2 in its performance of the Services.

4. Omitted

5. Limited Warranty and Limitation of Liability.

5.1 Creek-2 warrants that it shall perform the Services: (a) In accordance with the terms and subject to the conditions set out in Exhibit A. (b) Using personnel of commercially reasonable/industry standard/required skill, experience, and qualifications. (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 CREEK-2 MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Omitted.

7. Omitted.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one year, unless sooner terminated pursuant to Section 8.2 or Section 8.3. This Agreement shall renew and be extended in one year increments, unless either party issues a notice to the other, of non-renewal, not less than 180 days prior to the expiration of each anniversary of the Effective Date.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL CREEK-2 BE LIABLE TO BIXBY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE

WAS FORESEEABLE AND WHETHER OR NOT CREEK-2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL CREEK-2'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE TIMES THE AGGREGATE AMOUNTS (NAMELY EQUAL TO THE AMOUNTS) PAID OR PAYABLE TO CREEK-2 PURSUANT TO THIS AGREEMENT FOR THE ONE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Omitted.

11. Entire Agreement. This Agreement, including Exhibit A constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, and if the parties are unable to reach such an agreement to modify this Agreement, then the Court shall have the power to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Omitted.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Creek-2 shall be under its own control, Bixby being interested only in the results thereof. The Creek-2 shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Bixby the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Bixby's final approval and shall be subject to the Bixby's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America (including its statutes of limitations and applicable state choice of law statutes) without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oklahoma.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, arising from this Agreement, in any forum other than U.S. District Court for the Northern District of Oklahoma or, if such court does not have subject matter jurisdiction, the courts of the State of Oklahoma sitting in Tulsa County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in said courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Omitted.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. The Creek-2 shall not be liable or responsible to Bixby, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Creek-2 including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Bixby shall be entitled to give notice in writing to Creek-2 to terminate this Agreement.

25. Indemnity. Bixby agrees to indemnify, defend and hold Creek-2 harmless from the claims of any sewer customer of Bixby which arises from or related to any usage reports issued by Creek-2 or related to any sewer service provided by Bixby. Bixby agrees to reimburse Creek-2 for any costs, including attorney fees incurred by Creek-2 related to any claim arising out of or related to any usage reports issued by Creek-2 to Bixby, or related to any claim arising out of or related to any sewer service provided by Bixby.

26. Collections. Creek-2 shall have no obligation or responsibility to enforce or collect any obligation owed Bixby by any person or entity, including but not limited to any obligation reflected on any billing statement issued by Creek-2 pursuant to this Agreement. Bixby shall have the sole and exclusive responsibility to enforce and collect any sums due Bixby from any Bixby sewer customer.

27. Notice of Errors. Bixby shall, within 30 days of receipt of usage reports generated by Creek-2, inform Creek-2 in writing (using the notice provisions contained in this Agreement) of any billing errors committed by Creek-2, including but not limited to errors in the volume of water billed which may correspondingly impact the sewer portion of the bill, errors in the amount billed for sewer caused by any circumstance including but not limited to computational errors, failure to bill a water customer for which Creek-2 was provided proper notice, or any other errors. If Creek-2 does not receive in writing notice as described in the preceding sentence by Bixby that any of the matters/issues/errors, etc. described in the preceding sentence issued or calculated by Creek-2 contains any errors, then in all respects between Bixby and Creek-2 only, such reports and calculations shall be deemed for all purposes, to be correct, and Creek-2 shall have no obligation to correct said errors, and take any other action associated with any error.

28. Termination Without Cause. Notwithstanding any provision contained in this Agreement to the contrary, Bixby and Creek-2 shall each have the right to terminate this Agreement without cause, upon 180 days advance notice to the other, following the notice procedures contained in this Agreement.

29. Adjustment of Water Bills. Creek-2 shall have the sole and exclusive right to adjust water bills to its customers in any manner that Creek-2 deems appropriate, including but not limited to adjustments associated with a water leak. Bixby agrees that it shall not make any claim against Creek-2 arising out of, related to or resulting from any adjustment made by Creek-2 to water bills issued by Creek-2 which have a negative or positive impact on Bixby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

City of Bixby, Oklahoma

By_____
Name:
Title: Mayor

Address for Notice (mailing address, fax number telephone number and email address):

Rural Water District No. 2, Creek County, Oklahoma

By_____
Harvey Morris

President of the Board of Directors

Address for Notice:

District Manager
CCRWD#2
2425 W 121st ST. S.
Jenks, OK. 74037
Fax 918 299-5712
Phone 918 299-4448

EXHIBIT A

1. Creek-2 agrees in conjunction with billing its own water customers, to provide Water Usage Report for all customers to Bixby on the 1st of each month.

2. Bixby shall provide, using the notice procedure specified in this Agreement, to Creek-2, the Plats of Subdivisions and any unplatted properties of Bixby's sewer customers for which said customers also receive water service from Creek-2 but as to no other customer. Creek-2 shall not be responsible to provide water usage reports for any Bixby sewer customer for which said customer does not receive water service from Creek-2. Creek-2 shall, within 30 days prior to the issuance of any billing statement by Bixby, provide updated information to Bixby regarding the name, identity and address of any Creek-2 water customer who is also a sewer customer of Bixby. The Parties agree to exchange, on an ongoing basis as circumstances change, their customer lists and approved Plats in order to assist both Parties in determining which customers receive water service from Creek-2 and also receive sewer service from Bixby. Bixby shall provide in writing to Creek-2, any changes or additions to Bixby's sewer customers within 10 days of any such change or addition.

3. Creek-2 shall have no obligation to provide usage reports for any water amounts which accrued prior to the date on which Bixby provided to Creek-2 any information regarding any Bixby sewer customer.

4. Creek-2 shall have no obligation to terminate water service for customers which have failed to pay for sewer charges.

5. Creek-2 shall provide to Bixby Water Usage Reports on the 1st of each month in electronic format, preferably an Excel Spreadsheet. Such Reports may be transmitted to Bixby by email and/or download link. Bixby shall acknowledge receipt of said copies within 24 hours of their receipt.

6. At Bixby's request and auditing purposes, Creek-2 shall provide to Bixby copies of all billing statements issued at any given month in either paper or electronic format, at Creek-2's sole and exclusive option. Such copies may be transmitted to Bixby by mail, fax, email, and/or download link. Bixby shall acknowledge receipt of said copies within 24 hours of their receipt.

Utility Billing Agreement

This Agreement (this "**Agreement**"), dated as of the 14 day of June 2022, (the "**Effective Date**"), is by and between Rural Water District No. 2 Creek County, Oklahoma, an agency of the State of Oklahoma ("**Creek-2**") and The City of Bixby, Oklahoma, an Oklahoma municipality ("**Bixby**") and together with Creek-2, the "**Parties**", and each a "**Party**").

WHEREAS Creek-2 provides and bills for water service to properties within the Bixby Fence Line; and

WHEREAS Bixby desires to bill said customers separately for sewer services provided by Bixby, hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Creek-2 and Bixby agree as follows:

Definitions: The term "sewer" as used in this Agreement shall also mean, include and apply to "ambulance" and "storm water." The term "sewer customer" as used in this Agreement shall also mean, include and apply to "ambulance customer" and "storm water customer." The term "sewer service" as used in this Agreement shall also mean, include and apply to "ambulance service" and "storm water service." The sole exception to the foregoing, is that any adjustment provided for in Section 29 of this Agreement for water service, shall only apply to or impact sewer charges and adjustment to water billings as permitted in Section 29, shall not function to alter fixed fees associated with ambulance and storm water charges.

1. Services. Creek-2 shall provide to Bixby the services (the "**Services**") set out in Exhibit A attached to this Agreement. To the extent there is any conflict between the terms of this Agreement and Exhibit A, the terms of Exhibit A shall control.

2. Creek-2 Obligations. Creek-2 shall:

2.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions: (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Creek-2 Contract Manager**"). (b) A number of employees (one or more at Creek-2's discretion and which can also consist of the Creek-2 Contract Manager) that it deems sufficient to perform the Services, (collectively, with the Creek-2 Contract Manager, "**Provider Representatives**").

2.2 Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term and upon Bixby's written request, Creek-2 shall allow Bixby or Bixby's representative to inspect and make copies of such records in connection with the provision of the Services; provided that Bixby provides Creek-2 with at least ten (10) business days advance written notice of the planned inspection and any such inspection shall take place during regular business hours and any such inspection shall occur no more than once per year.

3. Bixby Obligations. Bixby shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Bixby Contract Manager**"), with such designation to remain in force unless and until a successor Bixby Contract Manager is appointed.

3.2 Require that the Bixby Contract Manager respond promptly to any reasonable requests from Creek-2 for instructions, information, or approvals required by Creek-2 to provide the Services.

3.3 Cooperate with Creek-2 in its performance of the Services.

4. Omitted

5. Limited Warranty and Limitation of Liability.

5.1 Creek-2 warrants that it shall perform the Services: (a) In accordance with the terms and subject to the conditions set out in Exhibit A. (b) Using personnel of commercially reasonable/industry standard/required skill, experience, and qualifications. (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 CREEK-2 MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Omitted.

7. Omitted.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one year, unless sooner terminated pursuant to Section 8.2 or Section 8.3. This Agreement shall renew and be extended in one year increments, unless either party issues a notice to the other, of non-renewal, not less than 180 days prior to the expiration of each anniversary of the Effective Date.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL CREEK-2 BE LIABLE TO BIXBY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE

WAS FORESEEABLE AND WHETHER OR NOT CREEK-2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL CREEK-2'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE TIMES THE AGGREGATE AMOUNTS (NAMELY EQUAL TO THE AMOUNTS) PAID OR PAYABLE TO CREEK-2 PURSUANT TO THIS AGREEMENT FOR THE ONE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Omitted.

11. Entire Agreement. This Agreement, including Exhibit A constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, and if the parties are unable to reach such an agreement to modify this Agreement, then the Court shall have the power to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Omitted.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Creek-2 shall be under its own control, Bixby being interested only in the results thereof. The Creek-2 shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Bixby the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Bixby's final approval and shall be subject to the Bixby's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America (including its statutes of limitations and applicable state choice of law statutes) without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oklahoma.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, arising from this Agreement, in any forum other than U.S. District Court for the Northern District of Oklahoma or, if such court does not have subject matter jurisdiction, the courts of the State of Oklahoma sitting in Tulsa County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in said courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Omitted.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. The Creek-2 shall not be liable or responsible to Bixby, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Creek-2 including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Bixby shall be entitled to give notice in writing to Creek-2 to terminate this Agreement.

25. Indemnity. Bixby agrees to indemnify, defend and hold Creek-2 harmless from the claims of any sewer customer of Bixby which arises from or related to any usage reports issued by Creek-2 or related to any sewer service provided by Bixby. Bixby agrees to reimburse Creek-2 for any costs, including attorney fees incurred by Creek-2 related to any claim arising out of or related to any usage reports issued by Creek-2 to Bixby, or related to any claim arising out of or related to any sewer service provided by Bixby.

26. Collections. Creek-2 shall have no obligation or responsibility to enforce or collect any obligation owed Bixby by any person or entity, including but not limited to any obligation reflected on any billing statement issued by Creek-2 pursuant to this Agreement. Bixby shall have the sole and exclusive responsibility to enforce and collect any sums due Bixby from any Bixby sewer customer.

27. Notice of Errors. Bixby shall, within 30 days of receipt of usage reports generated by Creek-2, inform Creek-2 in writing (using the notice provisions contained in this Agreement) of any billing errors committed by Creek-2, including but not limited to errors in the volume of water billed which may correspondingly impact the sewer portion of the bill, errors in the amount billed for sewer caused by any circumstance including but not limited to computational errors, failure to bill a water customer for which Creek-2 was provided proper notice, or any other errors. If Creek-2 does not receive in writing notice as described in the preceding sentence by Bixby that any of the matters/issues/errors, etc. described in the preceding sentence issued or calculated by Creek-2 contains any errors, then in all respects between Bixby and Creek-2 only, such reports and calculations shall be deemed for all purposes, to be correct, and Creek-2 shall have no obligation to correct said errors, and take any other action associated with any error.

28. Termination Without Cause. Notwithstanding any provision contained in this Agreement to the contrary, Bixby and Creek-2 shall each have the right to terminate this Agreement without cause, upon 180 days advance notice to the other, following the notice procedures contained in this Agreement.

29. Adjustment of Water Bills. Creek-2 shall have the sole and exclusive right to adjust water bills to its customers in any manner that Creek-2 deems appropriate, including but not limited to adjustments associated with a water leak. Bixby agrees that it shall not make any claim against Creek-2 arising out of, related to or resulting from any adjustment made by Creek-2 to water bills issued by Creek-2 which have a negative or positive impact on Bixby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

City of Bixby, Oklahoma

By_____
Name:
Title: Mayor

Address for Notice (mailing address, fax number telephone number and email address):

Rural Water District No. 2, Creek County, Oklahoma

By_____
Harvey Morris

President of the Board of Directors

Address for Notice:

District Manager
CCRWD#2
2425 W 121st ST. S.
Jenks, OK. 74037
Fax 918 299-5712
Phone 918 299-4448

EXHIBIT A

1. Creek-2 agrees in conjunction with billing its own water customers, to provide Water Usage Report for all customers to Bixby on the 1st of each month.

2. Bixby shall provide, using the notice procedure specified in this Agreement, to Creek-2, the Plats of Subdivisions and any unplatted properties of Bixby's sewer customers for which said customers also receive water service from Creek-2 but as to no other customer. Creek-2 shall not be responsible to provide water usage reports for any Bixby sewer customer for which said customer does not receive water service from Creek-2. Creek-2 shall, within 30 days prior to the issuance of any billing statement by Bixby, provide updated information to Bixby regarding the name, identity and address of any Creek-2 water customer who is also a sewer customer of Bixby. The Parties agree to exchange, on an ongoing basis as circumstances change, their customer lists and approved Plats in order to assist both Parties in determining which customers receive water service from Creek-2 and also receive sewer service from Bixby. Bixby shall provide in writing to Creek-2, any changes or additions to Bixby's sewer customers within 10 days of any such change or addition.

3. Creek-2 shall have no obligation to provide usage reports for any water amounts which accrued prior to the date on which Bixby provided to Creek-2 any information regarding any Bixby sewer customer.

4. Creek-2 shall have no obligation to terminate water service for customers which have failed to pay for sewer charges.

5. Creek-2 shall provide to Bixby Water Usage Reports on the 1st of each month in electronic format, preferably an Excel Spreadsheet. Such Reports may be transmitted to Bixby by email and/or download link. Bixby shall acknowledge receipt of said copies within 24 hours of their receipt.

6. At Bixby's request and auditing purposes, Creek-2 shall provide to Bixby copies of all billing statements issued at any given month in either paper or electronic format, at Creek-2's sole and exclusive option. Such copies may be transmitted to Bixby by mail, fax, email, and/or download link. Bixby shall acknowledge receipt of said copies within 24 hours of their receipt.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Request to approve the purchase of personal protective equipment (PPE) of structural firefighting ensemble (coat and pants) from NAFECO, Inc. not to exceed $29,048.10 funding from 2022-2023 Capital Improvement Fund.

INITIATOR: Joey Wiedel, Fire Chief

STAFF INFORMATION SOURCE: Joey Wiedel, Fire Chief

BACKGROUND: The fire department has recently hired five (5) new personnel. These five new personnel are added positions within the department. These new personnel require structural firefighting gear to fulfill their duties and responsibilities. The fire department does not currently have any additional surplus structural firefighting gear for these personnel to use. The fire department also needs to replace gear that is no longer serviceable. NAFECO, Inc., is the dealer of Lion brand gear that is currently in use and complements our current structural firefighting ensemble.

EXHIBITS: See Attached

KEY ISSUE: The authorization to purchase personal protective equipment for the Bixby Fire Department.

Funding Source: From 2022-2023 Capital Improvement Fund.

COUNCIL ACTION: Approve or disapprove the purchase of personal protective equipment for the Bixby Fire Department.

RECOMMENDATION: Approve the purchase of personal protective equipment for the Bixby Fire Department.

Meeting Date: 7-25-2022
Location: City

NAFECO
Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q8322720598

Date: 7/20/2022
Expires: 8/19/2022
FOB: Origin

Customer Number: BIX040
Customer Information: BIXBY FIRE DEPARTMENT
Address: 116 W.NEEDLES
BIXBY, OK 74008

Attention: Chief Mark Kutz
Phone: 918-261-6422
Email: mkutz@bixbyok.gov
Prepared By: Tyler Lee

Qty.	Product	Description	Each	Total
10	CVFM	V-Force-ArmorAP-C4 Turnout Coat PSGQ14177-H Includes Yoke Lettering and Hanging Name Tag. Upgraded liner from K3 to C4	$1,728.83	$17,288.30
10	PVFM/	Lion V-Force Pant Armor AP GOLD PSGQ 15475-C Includes Suspenders and 2" suspender tabs	$1,175.98	$11,759.80
				Total: $29,048.10
				tax & freight to be determined

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve purchase of office furniture for the Remote Operation Center at B&B Theater.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Jon Brown

BACKGROUND: Three office furniture supply companies were contacted to provide quotes.

John A Marshall submitted the lowest quote for the specified items – in the amount of $15,820.42 for purchase, delivery, and installation.

L&M did not submit for the correct items as requested.

EXHIBITS: Quote forms

KEY ISSUE: Office furnishings

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve purchase

ITEM NO: _____

MEETING DATE: 7-25-2022

MEETING: Council

L&M Office Furniture

4444 S. 91st E. Ave
Tulsa, OK 74145
Dana Flora
918-664-1010
danaf@l-mofficefurn.com

BILL TO:
Beck Design
110 West 7th Street, Suite 710
Tulsa, OK 74119
Karla White
918.236.3843
KWhite@beckdesign.com

DELIVER TO:
City of Bixby
Remote Ops Center

Remote Operations Center / Option 2

Line	Mfr	Qty	Product	Sell Price
1	SPT	1	STRU-FT-T-60	Sell: $1,359.36
			Structure-Flip Top-T Table, 60"D, Round	Ext. Sell: $1,359.36
			HPL Laminate Options: WC Wild Cherry	
			Edge Color Options: WC Wild Cherry	
			BASE COLOR: BLK Black	
			Above Surface Power: NONE No Selection	
			Structure Grommet and Power Location Options: NONE No Selection	
			HORIZONTAL WIRE MANAGEMENT OPTION (Structure Fliptop T): ~ No Selection	
			VERTICAL WIRE MANAGEMENT OPTION (Structure Fliptop T): ~ No Selection	
			TABLE CONNECTOR OPTION	
2	SPT	1	STRU-FT-T-2448	Sell: $721.44
			Structure-Flip Top-T Table, 24"D x 48"W Rectangle	Ext. Sell: $721.44
			Laminate Type Selection: HPL High-Pressure Laminate	
			HPL Laminate Options: WC Wild Cherry	
			Edge Color Options: WC Wild Cherry	
			BASE COLOR: MS Metallic Silver	
			Structure FlipTop-T Modesty Panel Options - 48": None No Selection	
			Above Surface Power: None No Selection	
			Structure Grommet and Power Location Options: None No Selection	
			HORIZONTAL WIRE MANAGEMENT OPTION (Structure Fliptop T): ~ No Selection	
			VERTICAL WIRE MANAGEMENT OPTION (Structure Fliptop T): ~ No Selection	
			TABLE CONNECTOR OPTION	
3	SPT	5	STRU-FT-T-2460	Sell: $756.96
			Structure-Flip Top-T Table, 24"D x 60"W Rectangle	Ext. Sell: $3,784.80
			Laminate Type Selection: HPL High-Pressure Laminate	
			HPL Laminate Options: WC Wild Cherry	
			Edge Color Options: WC Wild Cherry	
			BASE COLOR: MS Metallic Silver	
			Structure FlipTop-T Modesty Panel Options - 60": None No Selection	
			Above Surface Power: None No Selection	
			Structure Grommet and Power Location Options: None No Selection	
			HORIZONTAL WIRE MANAGEMENT OPTION (Structure Fliptop T): ~ No Selection	
			VERTICAL WIRE MANAGEMENT OPTION (Structure Fliptop T): ~ No Selection	
			TABLE CONNECTOR OPTION	

Line	Mfr	Qty	Product		Sell Price
4 .	SPT	1	**SURCHARGE**	Sell:	$586.56
			Fuel & Material Surcharge 10%	Ext. Sell:	$586.56
5	DM	11	**WM6-26/90**	Sell:	$5.70
			Wire Manager Raceway	Ext. Sell:	$62.70
6	DM	1	**FREIGHT**	Sell:	$25.00
			Estimated Freight Charges	Ext. Sell:	$25.00
7	HON	2	**HLSLW084LF**	Sell:	$769.86
			18x20x46, lh door footed	Ext. Sell:	$1,539.72
Select Drwr Chassis Lam Finish		$(L1STD)	Grd L1 Standard Laminates		
Select Grade 1 Laminate Finish		.LOFT	Loft		
Select Drwr Front Lam Finish		$(L1STD)	Grd L1 Standard Laminates		
Select Grade 1 Laminate Finish		.LOFT	Loft		
Select Pull Color		.T1	Clr: Platinum		
Select FOOT Color		.T1	Platinum		
8	SIT	19	**1061FT4.MB.AR0**	Sell:	$355.20
			Movi, Nesting Chair, Mesh Back, Armless	Ext. Sell:	$6,748.80
Back Frame Color		SC27	Fog		
Base Finish		FC2	Silver Base		
Caster Color		~	Fog		
Caster Selecton		CS5	Carpet Casters		
Movi Mesh Back Colors		MC21	Nickel Mesh		
CA Technical Bulletin 133 Fire Std Option for		~	No Selection		
Fabric Selection		FG2	Fabric Grade 2		
Fabric Grade Selection		ELEMENT	Element Standard Color Selection		
Fabric Grade 2 Selection		CHARCOAL	Element Charcoal		
Element Color Selections		AC	Fully Assembled in Carton		
Packaging Options					
9	LMTUL	1	**RDI**	Sell:	$780.00
L&M			**Delivery & Installation**	Ext. Sell:	$780.00
				Subtotal for	**Sell: $15,608.38**

Line	Mfr	Qty	Product	Sell Price

Quote valid for 7 days.
Plus applicable Sales Tax

Grand Total: **$15,608.38**

Customer Signature:

X _____

L&M Office Furniture Order Acceptance Terms and Conditions

PAYMENT

Special Order product will require a deposit of 50% of the purchase price OR an authorized customer purchase order is required on all orders in advance of order placement. The buyer agrees to pay the remaining balance within fifteen(15) days after delivery by company check, cash, or equivalent non-credit card payment type. For purchases greater than $5,000 paid by a credit card, a fee of 3% of the sell price will apply. In the event of damage or delivery of incorrect product, the buyer may withhold payment on only the damaged or incorrect piece(s) of merchandise. L&M Office Furniture is responsible for the prompt replacement of any damaged or incorrect merchandise. Ownership of the merchandise will pass from L&M Office Furniture to the buyer when the full purchase price and all other charges due under this agreement are paid in full. In the event of construction delays or other causes not within L&M Office Furniture's control, the furnishings will be considered accepted by the buyer for the purpose of payment.

TAXES

Prices do not include any applicable sales, use, excise, or any other tax. Any applicable taxes will be added to prices at the time of invoicing and the buyer agrees to pay same.

CANCELLATION, CHANGES AND RETURNS

Signed customer Purchase Orders or deposits are considered intent to purchase, and are binding for special order product. A 50% restock fee, (of purchase price), will be charged for items ordered from the manufacturer and cancelled prior to receipt, or on products ordered and then returned to L&M within 30 days. Design, Installation and/or Delivery fees are not subject to re-stock fees or credit. Items retained by Customer beyond 30 days from the delivery/pick-up date are considered "used" and are not subject to return. However, L&M may, at its discretion, offer to purchase the "used" product back from Customer at prevailing market prices.

DELIVERY AND INSTALLATION

Customers requesting Delivery are expected to provide all building condition information pertinent to ensuring an effective and safe installation. Besides Floors, Stairs, Elevators and Doorway information, the area is expected to be empty and ready to receive the furniture delivery. Orders requiring Storage of more than 30 days will be charged a Storage Fee determined by the volume of product. Moving of existing furniture is not part of a normal delivery and can delay or postpone the delivery! If time allows, the moving of existing furniture will incur additional charges.

CONDITION OF THE JOB SITE

The job site shall be clean and free of debris and other trades prior to installation. Adequate facilities for off loading, staging, moving, and handling of merchandise(including elevator service) shall be provided.

DELIVERY DURING NORMAL BUSINESS HOURS

Delivery and installation will be made during normal working hours (Monday-Friday / 8-5) unless agreed to in the specifications above.

ASSEMBLY AND INSTALLATION

Product will be installed according to the manufacturer's specifications. The buyer will not hold L&M Office Furniture liable for any injury or damage that would result from wall mounted support channels and attached components becoming loose or insecure.

DAMAGE

After delivery, any loss or damage to product caused by other trades, weather, fire, or any other cause, shall be the responsibility of the buyer, and the buyer agrees to hold L&M Office Furniture harmless from loss for such reasons.

LIMIT OF INSTALLATION SERVICES

The price quoted includes one-time delivery and installation of all products at customer site. Additional delivery or installation is not included unless otherwise stated above.

CLAIMS

Claims for transportation damage shall be prosecuted by L&M Office Furniture. In the event of a drop shipment, the buyer is responsible for notating damage on any freight receiving documents and reporting damage immediately to Assemble Furniture Solutions

THIRD PARTY SPECIFICATION

If the furniture is specified or purchased through a third party, L&M Office Furniture will not be responsible for selections of size, type, fabric, style, or color of the furniture. This shall be the responsibility of the third party.

WARRANTY

Manufacturer warranty information is available upon request. Customer should inspect the goods subject to this transaction and rely on his/her own experience and judgment regarding the quality, use and usefulness of the goods. Most manufacturers may replace product/parts at no charge, but transportation of goods is not included. Customers requesting delivery or pick-up will incur a delivery fee.

Customers purchasing products marked "Used", "As Is" or "Discontinued" understand and acknowledge that all warranties of any type and nature are disclaimed by the manufacturer and L&M Office Furniture, including express warranties and implied warranties of merchantability, fitness for a particular purpose and usage of trade, in exchange for the Customer's special price consideration.

NO OTHER AGREEMENTS

There are no other agreements, expressed or implied, other than those specified herein and those set forth in the specifications, delivery and installation schedules. The terms and conditions set forth herein and the above mentioned documents may not be varied except upon the written request of both the buyer and L&M Office Furniture.

Signature: _____ Date: _____ PO #: _____

Approved By: _____ Title: _____

John A Marshall Co.
123 Wst 11th St
Tulsa Ok 74119
918.260.8007

Pricing Proposal

JOHN A. MARSHALL CO.

Prepared For:
Beck Design
110 West 7th Street Suite 710
Tulsa Ok 74119
918.236.3843

Job:
PO Number:
By: Jil Griffith
Notes:

6/23/2022
8:45:37AM
Flip/Nest Table Option

Line #	Qty	Part Number	Part Description	List/Sell Price	Extended
1	1	STRU-FT-60	Structure Flip Top T, 60"	$2,832.00	$2,832.00
				$1,416.00	$1,416.00
2	1	SPT	Fuel & Materials Surcharge	$114.00	$114.00
				$114.00	$114.00
3	1	SPT	Est. Shipping	$220.00	$220.00
				$220.00	$220.00
4	1	Contract	Herman Miller . Omnia Contract #MNR482	$0.00	$0.00
				$0.00	$0.00
5	1	DT5AS.2448LT	+Everywhere Flip-Top Rect Table,Squared Edge,Lam Top/Thermo Edge,T-Leg 24D 48W	$1,932.00	$1,932.00
				$652.05	$652.05
6	5	SA866405	Vary Easy Flip-Top Rectangular Table 24Dx66"W	$2,340.00	$11,700.00
				$789.75	$3,948.75
7	2	L2WR.4636203L0:	@Wardrobe, Base w/Fronts to Flr, Lam Case, 3/4 Lam Top, Bar Pull 46H 36W 18D	$2,400.00	$4,800.00
				$840.00	$1,680.00
8	11	WM6	Mockett 26" Curved Wire Manager Raceway	$11.00	$121.00
				$6.06	$66.66
9	1	FREIGHT	Freight for Doug Mockett	$30.00	$30.00
				$24.16	$24.16
10	1	Contract	Sit On It Omnia Contract # TVR 914440	$0.00	$0.00
				$0.00	$0.00
11	19	1061FT4.MB.AR0	Movi, Nesting Chair, Mesh Back, Armless	$740.00	$14,060.00
				$355.20	$6,748.80
12	1	QUI	Recieve, Deliver and Install	$950.00	$950.00
				$950.00	$950.00
				Total List:	$36,759.00
				Total Sell:	$15,820.42

WORKSPACE

City of Bixby

QUOTE 2 - FLIP

Date: 6/23/2022

Prepared For: Karla White

Quote Number: 1326-27339

Valid For 14 Days

Prepared by: Ashley Stephenson

Confidential

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Workspace Resource, Inc.
404 S Boulder Ave
Tulsa, OK 74103
Phone: (918) 582-2404

WORKSPACE

SUMMARY PAGE

Quote # 1326-27339

Project Scope

Bill To

City of Bixby
116 W Needles Ave
Bixby, OK 74008

Install To

City of Bixby
116 W Needles Ave
Bixby, OK 74008

Project Investment

Project Total	$16,573.07
Tax (0%)	$0.00
Grand Total	**$16,573.07**

Payment Schedule	**Net 20**
100% Due Net 20	$16,573.07

Price Summary by Phase

Option	Phase / TAG	Price	Tax	Total
QUOTE 2 - FLIP	Nesting	$6,817.20	$0.00	$6,817.20
	Tables	$4,510.29	$0.00	$4,510.29
	Round	$1,416.00	$0.00	$1,416.00
	Wire Management	$70.22	$0.00	$70.22
	Storage Cabinet	$1,480.18	$0.00	$1,480.18
	Freight	$399.18	$0.00	$399.18
	Installation	$1,880.00	$0.00	$1,880.00
		$16,573.07	**$0.00**	**$16,573.07**
Grand Total		**$16,573.07**	**$0.00**	**$16,573.07**

Workspace Resource, Inc.
404 S Boulder Ave
Tulsa, OK 74103
Phone: (918) 582-2404

WORKSPACE

QUOTATION

 # 1326-27339

VALID UNTIL 7/7/2022

BILL TO
City of Bixby
116 W Needles Ave
Bixby, OK 74008

INSTALL TO
City of Bixby
116 W Needles Ave
Bixby, OK 74008

Salesperson
Ashley Stephenson

Payment Terms
Net 20

QUOTE 2 - FLIP

Nesting

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
1	19.00	EA	1061FT4.MB.AR0 / Movi, Nesting Chair, Mesh Back, Armless	$358.80	$6,817.20

OPTIONS

SC27	Fog (Back Frame Color)
FC2	Silver Base (Base Finish)
~	Fog (Caster Color)
CS6	Hard Floor And Carpet Casters (Caster Selecton)
MC21	Nickel Mesh (Movi Mesh Back Colors)
~	No Selection (CA Technical Bulletin 133 Fire Std Option for Fabric Selection)
FG2	Fabric Grade 2 (Fabric Grade Selection)
ELEMENT	Element Standard Color Selection (Fabric Grade 2 Selection)
CHARCOAL	Element Charcoal (Element Color Selections)
AC	Fully Assembled In Carton (Packaging Options)

QUOTE 2 - FLIP / Nesting **SUBTOTAL**

subtotal	$6,817.20
sales tax	$0.00
total	**$6,817.20**

Tables

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
2	5.00	EA	TS00-3BSV / Jive,Tbl,Rect,Lam,24"x66",Eb3,Std,Co:none,C - Rd,Cstr/Flip,29"h,Ptd	$771.36	$3,856.80

OPTIONS

0H-AM	Amber Cherry, Grade A
HP-AM	Amber Cherry, Grade A
TR-LE	Metallic Silver, Grade B

3	1.00	EA	TCRA-2448-LJSNBH4A / Jive,Tbl,Rect,Lam,24"x48",Eb3,Std,Co:none,C - Rd,Cstr/Flip,29"h,Ptd	$653.49	$653.49

OPTIONS

H-AM	Amber Cherry Grd A (Worktop Surface Color)
HP-AM	Amber Cherry Grd A (Worktop Edge Color-Users Edge)
TR-LE	Metallic Silver Grd B (Base Color 1A)

QUOTE 2 - FLIP / Tables **SUBTOTAL**

subtotal	$4,510.29
sales tax	$0.00
total	**$4,510.29**

Workspace Resource, Inc.
404 S Boulder Ave
Tulsa, OK 74103
Phone: (918) 582-2404

WORKSPACE

QUOTATION

 # 1326-27339

VALID UNTIL 7/7/2022

QUOTE 2 - FLIP

Round

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
4	1.00	EA	STRU-FT-T-60 / Structure-Flip Top-T Flip and Nest Table, 60"D, Round	$1,416.00	$1,416.00

OPTIONS

Color	Hpl (-)
Laminate Type	Woodgrain Lam (-)
Laminate Color	Wild Cherry (-)
Edge	Standard (-)
Edge Profile	3Mm Vinyl (-)
Edge Color	Wild Cherry (-)
Base Color	Metallic Silver (-)

QUOTE 2 - FLIP / Round **SUBTOTAL**

subtotal	$1,416.00
sales tax	$0.00
total	**$1,416.00**

Wire Management

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
5	6.00	EA	WM6-92 / Curved Wire Manager Raceway. Grey (92)	$7.68	$46.10
6	2.00	EA	TA01-0225 / Table, Wire Mngr Retaining Clips, Planes (pkg of 10), Svc	$12.06	$24.12

QUOTE 2 - FLIP / Wire Management **SUBTOTAL**

subtotal	$70.22
sales tax	$0.00
total	**$70.22**

Storage Cabinet

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
7	2.00	EA	BS49-1636-TTNRWNR / Be_Hold,StrCbnt,49H,16Dx36W,TFL,TFL,No Hnd,Inst Bk,Wing,No Lk,Reg Clse	$740.09	$1,480.18

OPTIONS

G-P3	Patterned Linen Crisp Grd A (Case Color)
HP-P3	Patterned Linen Crisp Grd A (Case Edge Color)
G-P3	Patterned Linen Crisp Grd A (Door Front Color 1A)
HP-P3	Patterned Linen Crisp Grd A (Door Edge Color)
TR-E	Smoke Grd A (Door Pull Color)

QUOTE 2 - FLIP / Storage Cabinet **SUBTOTAL**

subtotal	$1,480.18
sales tax	$0.00
total	**$1,480.18**

Workspace Resource, Inc.
404 S Boulder Ave
Tulsa, OK 74103
Phone: (918) 582-2404

WORK SPACE

QUOTATION

 # 1326-27339

VALID UNTIL 7/7/2022

QUOTE 2 - FLIP

Freight

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
8	1.00	EA		$399.18	$399.18

QUOTE 2 - FLIP / Freight **SUBTOTAL**

subtotal	$399.18
sales tax	$0.00
total	**$399.18**

Installation

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
9	1.00	EA		$1,880.00	$1,880.00

QUOTE 2 - FLIP / Installation **SUBTOTAL**

subtotal	$1,880.00
sales tax	$0.00
total	**$1,880.00**

CUSTOMER SIGN OFF

Please note: due to supply chain, skilled labor and transportation issues, manufacturer lead times are subject to change and Workspace Resource does not guarantee any particular installation date, as it is beyond our control. We're very sorry for any inconvenience and we thank you for understanding.

subtotal	$16,573.07
sales tax	$0.00
total	**$16,573.07**

Authorized Signature

Accepted Date

Print Name

Workspace Resource, Inc.
404 S Boulder Ave
Tulsa, OK 74103
Phone: (918) 582-2404

WORKSPACE

QUOTATION

 # 1326-27339

VALID UNTIL 7/7/2022

Terms and Conditions

The following Terms and Conditions of sale binds Customer and Workspace Resource unless both agree in writing to amend or delete certain clauses by initialing the specific changes in each clause.

ALL SALES ARE FINAL. All product is manufactured specifically for each project. No returns or exchanges are accepted.

_____ **Customer Initials**

1A. Payment Terms

Terms of the sale are net 20 days from the date of the invoice. A service charge of 1.5% per month (18% per annum) will apply to all delinquent payments and will be added to the outstanding balance.

_____**Customers Initials**

1B. Deposits

A deposit of fifty percent (50%) is required with all orders unless other terms are established in advance.

_____ **Customers Initials**

2A. Taxes

Will be added to invoices if applicable.

2B. Freight Costs

Are included in sales price, unless otherwise noted.

2C. Guarantees

Workspace Resource will, at no additional charge, arrange for the repair or replacement of any damaged or defective items following delivery based on the guarantee or warranty period as stated by the particular manufacturer, supplier, or fabricator.

2D. Cancellations

Product on standard manufacturing schedules may not be canceled unless manufacturer's approval has been obtained. Product on quickship schedules may not be canceled once the order is placed with the manufacturer. In the event approval is obtained Workspace Resource may assess a cancellation charge which will vary from one manufacturer to another.

3A. Working Hours

Delivery and installation will be made during normal working hours (8:00 a.m. - 5:00 p.m. M-F). Additional labor costs resulting from overtime work performed at the Buyer's request will be invoiced to Buyer.

3B. Installation

Workspace Resource assumes the responsibility to receive, inspect, make any necessary freight claims, hold and accumulate where required, redeliver, and set in place all products purchased by Buyer. All furnishings will be clean and put in good working order. All cartoning and packing materials will be removed and the premises will be broom cleaned. During installation, it is hereby agreed a client representative will be present and will sign off on all assembled/delivered product prior to Workspace Resource leaving the job site for the day.

Please note: A project installation plan is established prior to Workspace Resource installers arriving on site, therefore if an installation change is requested of an installer there must be a completed and signed Change Order. Change Orders must only be signed and dated by an authorized client representative. Most often changes to an existing plan will result in an increase of labor cost and will be invoiced accordingly.

3C. Delays

(1)If the product cannot be installed on the scheduled installation date due to circumstances caused by delays beyond control of Workspace Resource, customer agrees to extend installation time accordingly.

(2) In the event of such delay, product that is being direct shipped will be stored at the customer site. Non direct shipped product will be stored in Workspace Resource's warehouse and Buyer agrees to storage and handling fees that exceed the original quoted installation amount. Invoicing will occur when product is received regardless of delays.

(3) In the event the elevator is not available for use, additional installation charges will apply and may extend installation completion.

Additional Costs: _____ _____ Customers Initials

3D. Drop Shipments

If shipment is made directly to the customer's site, it shall be the responsibility of the customer to receive, store, and file any freight claims with regard to quantity discrepancies or damage. Workspace Resource shall invoice customer upon notification of shipment by the manufacturer. If a scheduled drop shipment is redirected by the Buyer to Workspace Resource will be subject to additional handling and redelivery fees.

Authorized Signature _____ Date _____

Title _____ Company _____

CONSENT AGENDA

ITEM: Approve purchase of a Smithco Spray Star 1200 Series Star Command II 200 gallon Sprayer from State Contract Pricing SW0190 Kansas Golf & Turf Approved in FY 2023 Capital Budget in the amount of $74,282.20. With a trade-in of a 2015 Toro Multi-Pro 1750 Sprayer in the amount of $8,000.00

INITIATOR: John Wood

STAFF INFO: John Wood

BACKGROUND: To replace a 2015 Toro Multi-pro 1750 sprayer allowing a trade-in, in the amount of $8,000.00

With GPS technology would eliminate double or triple spraying of herbicides and liquid fertilizer in the parks around trees and non-squared areas.

EXHIBITS: See attachments

KEY ISSUE: Chemical Waste of double or triple spraying in the parks around trees and non-squared areas.

COUNCIL ACTION: Approve/Deny

RECOMMENDATION: Approve

Consent Agenda

MEETING DATE 07/25/22

WWW.KANSASGOLFANDTURF.COM

310-991-2019 316-267-9111
5701 N CHUZY DRIVE WICHITA, KS 67219

7/15/2022

QUOTE

ATTENTION: **John Wood, Athletic Field Superintendent**
Bentley Park Sports Complex

MANUFACTURER:	MODEL DESCRIPTION:	LIST PRICE	STATE CONTRACT
Smithco	**SPRAY STAR 1200 SERIES STAR COMMAND II** Satellite Controlled Positioning & Mapping. TeeJet® Aeros© 9140 Advanced GPS Rate Controller, TeeJet® Dyna-Jet Pulse Width Modulation, turn compensation, Terra Star® C-Pro Antenna for Multi-Constellation Global Correction Service (Includes Star Command II / 3.0 Spray Boom,10"/25 cm Nozzle Spacing)	**$84,282.00**	**$67,425.60**
	3-year subscription for C-Pro Antenna	**$3,623.00**	**$3,623.00**
	Rear View Camera	**$678.00**	**$542.40**
	Smithco Safe-Fill chemical eduction-induction system for 1200	**$2,908.00**	**$2,326.40**
	Tank Rinsing Device	**$333.00**	**$266.40**
	Sonar Boom Kit for 17-585 & 17-580 Super Booms	**$7,620.00**	**$6,096.00**
	Water Fill Meter (Gallons)	**$628.00**	**$502.40**
	Freight/Setup		**$1,500.00**
	Trade-In **2015 Toro Multipro 1750**		**-$8,000.00**
	State Contract SW0190		

DELIVERY	**$0.00**
FREIGHT AND SETUP	**$0.00**
SUB TOTAL:	**$74,282.20**
TAX:	**$0.00**
TOTAL PRICE:	**$74,282.20**

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR EQUIPMENT NEEDS. THE PRICES QUOTED ARE VALID FOR 20 DAYS. PAYMENT QUOTED IS SUBJECT TO CHANGE AT ANY TIME. LEASE PAYMENTS DO NOT INCLUDE ANY ASSOICIATED SALES OR PROPERTY TAXES.

QUOTE BY: ***DAVE CAMUSO, KGT***

Approved by:_____ **Date:** _____

EFFICIENCY

Save time and money with the Spray Star 1200. The most accurate spray technology at your fingertips.

PRECISION

GPS-enabled with our state- of-the-art Star Command 3.0 ensures a precise application every time.

DURABILITY

Superior construction and materials combine to ensure industry-leading longevity across our product lines.

RELIABILITY

Family-owned since 1967, Smithco products are built to last. Great people make great products.

SPRAY STAR 1200

EXCLUSIVE FEATURES

INDUSTRY LEADING

While Standard Controls are available, the Spray Star 1200 features industry leading options such as the TeeJetTM Radion Rate Controller, Radion with Dyna-JetTM

TRACTION DRIVE

Center mount engine and hydro-pump providing the ultimate in serviceability and balance.

PRODUCTIVITY

Optimum efficiency with the largest capacity dedicated sprayer in its class providing

ULTRA HIGH FLOW

The self-priming and corrosion resistant, HyproTM Stainless Steel Centrifugal Pump features

CAB-FORWARD DESIGN

Ergonomically designed for superior visibility, handling, and comfort, the

Pulse Width Modulation, or Smithco's Star Command II providing consistently less than 2in/5cm corrections, turn compensation , and featuring industry-leading 10in/25cm nozzle spacing offering a 100% greater accuracy than our competitors.

Hydrostat allows for constant engine RPM providing constant flow and pressure to the spray system for a consistent spray application.

a 200-gallon/757-liter low profile Elliptical Polypropylene tank with lifetime warranty.

90gpm/341lpm providing the capability for high flow applications with superior agitation. Making for a high performance, and cost-efficient pumping system.

Spray Star 1200's cab-forward design makes the work simple, comfortable, and enjoyable.

FIND YOUR DEALER

STAR COMMAND 3.0 FEATURES

No one matches our 9 years of experience developing the most precise application available for spraying chemicals on turf. With our Partner, TeeJet® Technologies, the Star Command 3.0 System features all of TeeJet's® previous benefits available on every Star Command sprayer, as well as these exclusive new features:

TURN COMPENSATION corrects flow to keep application rates on target through turns as tight as 20 feet. It lets you avoid straight- line applications on contoured area or rates varying as much as 50% from the inside to the outside of a boom. That doubles the application rate on the inside and cuts the outside rate in half.

TEN INCH NOZZLE SPACING to cut off-target applications in half. This spacing also allows for more efficacy because of increased overlap of the spray patterns.

VIRTUAL, ON-SCREEN NOZZLE CONTROL. TeeJet's® new job computers operate up to 100 nozzle sections that can be controlled individually. This eliminates the need for extra cabling and job-stopping failure of mechanical switches.

THE DYNAJET SYSTEM is also incorporated into the Aeros 9040 controller, eliminating extra cabling and separate controller.

TERRASTAR-C PRO significantly reduces Convergence Time, to as little as 90 seconds or less.

Verify to continue

We detected a high number of errors from your connection. To continue, please confirm that you're a human (and not a spambot).

vimeo

I'm not a robot

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from your connection. To continue, please confirm that you're a human (and not a spambot).

I'm not a robot

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SPRAY STAR 1200 SPECIFICATIONS

IMPERIAL METRIC

ENGINE	
Type	Vanguard V-twin air cooled
Displacement	54.68 cu.in.
Rated Horsepower	35 hp
Air Cleaner	Double Action air intake filtration Engine mounted cyclonic filtration system
Cooling	Air Cooled
Lubrication	Full Pressurized
Oil Filter	Full Flow, Spin on type
Electrical System	24 amp, with 12V 900 CCA battery, fuse protected
Fuel Capacity	10 gallons

TRACTION DRIVE	
Traction System	Hydraulic power to two rear wheel drive
Hydraulic System	5 gallons
Hydraulic Cooling	Full flow filter with oil

TIRES, BRAKES AND STEERING	
Tires	Front: 20-10.00×10 Turf Rear: 24-13.00×12 Multi trac
Service Brakes	Dynamic braking through hydrostatic transmission
Parking Brake	Auto spring pressure release park brake Manual engagement to both rear wheels
Steering	Steering Hydraulic Power Steering with orbitrol motor. 15” steering wheel with tilt adjustment

SPEED	
Transport	0-12 mph

SPRAY TANK	
Capacity	200 gallons
Construction	Eliptical polyethylene with UV inhibitors. 16” hinged lid with built in locking device and nylon strainer basket
Filtration	Downstream filtration 50 mesh strainer
Agitation	Agitator with 4 venturi volume boosters
Pump	Rocker switch operated. 10-70 gpm (36-225 lpm). 10-60 psi (0-7.4 bar). Stainless high volume centrifugal with silicon carbide seals.
Lubrication	Full Pressurized
Oil Filter	Full Flow, Spin on type
Electrical System	24 amp, with 12V 900 CCA battery, fuse protected
Fuel Capacity	10 gallons

SPRAY PERFORMANCE	
Application Rates	20-220 gallons per acre 0.5-5 gallons per 1000 sq.ft.
Production Rate	6.4 acres/hour @ 3.5 mph Up to 75 acres per day

WEIGHTS AND DIMENSIONS	
Weight	Dry – 1877 lbs Loaded – 3626 lbs
Length	127”
Width	65”
Height	78”
Wheelbase	68”

GCSAA Silver Partner

Smithco

1-877-833-7648
34 West Avenue, Wayne, PA
19087

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Crafted by North of Eight Design & Marketing

CONSENT AGENDA

ITEM: Approve Purchase of Cushman Hauler 1200X Utility Vehicle from State Contract Pricing SW0190 Kansas Golf & Turf. Approved in FY 2023 Capital Budget in the amount of $14,900.00

INITIATOR: John Wood

STAFF INFO: John Wood

BACKGROUND: To replace a 2012 Toro Mid-Duty Utility Vehicle approved in FY 2023 Capital.

EXHIBITS: See attachments

KEY ISSUE: Replacing a 10 year old cart.

COUNCIL ACTION: Approve/Deny

RECOMMENDATION: Approve

Consent Agenda

MEETING DATE 07/25/22

HAULER® 1200 SERIES

RELENTLESS POWER TO OVERCOME THE TOUGHEST TASKS.

The Hauler 1200 Series is equipped to handle any job on your course. A large bed providing essential functionality can easily be converted for any task. Featuring integrated tie-downs, a 12 cubic-foot cargo bed and higher ground clearance with the Hauler 1200X, transporting tools and supplies has never been easier. Your work is unforgiving, expect nothing less than the best with the Hauler 1200 Series.

13.5 HP
EFI GAS

12 CU FT
CARGO BED

1500LB / 1200LB
TOWING CAPACITY

1200LB / 900LB
LOAD CAPACITY

HAULER® 1200 / SERIES

HAULER 1200

HAULER 1200X

OPTIONS & ACCESSORIES

- Limited Slip Differential
- 4-Wheel Mechanical Brakes
- Locking Glove Box
- Bed Dividers
- Floor Mount Attachment
- Windshield
- Canopy
- Electric Bed Lift
- 15 cu-ft Aluminum Bed with L-Track System
- Long-Handled Tool Holders
- Radio Holder
- Cargo Mesh Netting
- LED Headlights – High/Low Beam
- LED Taillights/Brake Lights
- Ladder/Hoop Rack (Aluminum Bed Only)
- Rearview Mirror
- USB Port
- Unique Key Switch
- Side Body Color
- Weather Enclosure
- ROPS-Certified Cab
- Ball Cage
- Hubcaps
- Standard Rear Receiver Hitch
- Fuel/Oil Gauge
- Drop-In Refresher (Plastic Bed Only)

	HAULER 1200	HAULER 1200X
BODY & CHASSIS		
FRAME	Welded Steel with E-Coat & DuraShield™ Powder Coat	
BODY & FINISH	Injection Molded TPO	
STANDARD COLOR	Forest Green	
DIMENSIONS		
OVERALL LENGTH	119 in (302 cm)	
OVERALL WIDTH	49.4 in (125.5 cm)	
OVERALL HEIGHT W/CANOPY	70.5 in (179.1 cm)	77 in (195.6 cm)
WHEEL BASE	76.8 in (195.1 cm)	77.5 in (196.9 cm)
FRONT WHEEL TRACK	35 in (88.9 cm)	38.0 in (96.5 cm)
REAR WHEEL TRACK	38.5 in (97.8 cm)	
GROUND CLEARANCE	3.5 in (8.9 cm)	7 in (17.8 cm)
CARGO BOX CAPACITY	12 cu ft (0.34m3)	
CARGO BOX DIMENSIONS	39 in (L) x 44 in (W) x 12 in (D) (99 cm x 111.8 cm x 30.5 cm)	
CARGO BOX MATERIAL	Roto-Molded Polyethylene	
POWER		
POWER TRAIN	4-Cycle, 24.5 ci (401cc)	
VALVE TRAIN	Single Cylinder OHV	
HORSEPOWER (KW)	13.5 hp (10.1 kW)	
ELECTRICAL SYSTEM	Starter/Generator. Solid State Reg.	
BATTERY (QTY/TYPE)	One, 12V Maintenance Free	
KEY OR PEDAL START	Pedal	
AIR CLEANER	Replaceable Industrial Rated Dry Cartridge	
LUBRICATION	Pressurized Oil System	
OIL FILTER	Spin-On	
COOLING SYSTEM	Air Cooled	
FUEL CAPACITY	6.65 Gallon (25 L) tank	
DRIVE TRAIN	Continuously Variable Transmission	
TRANSAXLE	Differential w/ Helical Gears	
GEAR SELECTION	Forward - Reverse	
REAR AXLE RATIO	11.47: 1 (Forward) 14.35:1 (Reverse)	
PERFORMANCE		
SEATING CAPACITY	2-Person	
CURB WEIGHT	980 lb (445 kg)	1003 lb (455 kg)
BED LOAD CAPACITY	800 lb (363 kg)	500 lb (227 kg)
VEHICLE LOAD CAPACITY	1200 lb (545 kg)	900 lb (408 kg)
SPEED	14.5 mph ± 0.5 mph (23.3 kph ± 0.8 kph)	16.5 mph ± 0.5 mph (26.6 kph ± 0.8 kph)
TOWING CAPACITY	1500 lb (680 kg) max	1200 lb (544 kg) max
OUTSIDE CLEARANCE CIRCLE	21.5 ft (6.6 m)	23.5 ft (7.2 m)
STEERING & SUSPENSION		
STEERING	Self-Compensating Rack & Pinion	
SUSPENSION	Leaf Springs w/ Hydraulic Shock Absorbers	
SERVICE BRAKE	Dual Rear Wheel Mechanical, Self-Adjusting Drum	
PARKING BRAKE	Self-Compensating, Single-Point Engagement	
TIRES (FRONT & REAR)	18 x 8.5 - 8 (6 - Ply Tires)	20 x 8-10 (6 - Ply Tires)

CUSHMAN.COM

©2022 Textron Specialized Vehicles Inc. Features and specifications of the vehicles are subject to change without notice. Vehicle as photographed may include options not included on base model.

70039-G1 (Rev. 06/2022)

WWW.KANSASGOLFANDTURF.COM

310-991-2019 316-267-9111
5701 N CHUZY DRIVE WICHITA, KS 67219

7/15/2022

QUOTE

ATTENTION: **John Wood, Athletic Field Superintendent**
Bentley Park Sports Complex

MANUFACTURER:	MODEL DESCRIPTION:	SALE PRICE
Cushman	**Hauler 1200X Gas**	**$14,900.00**
	Patriot Blue	
	Fuel gauge	
	USB Outlet	
	Turn Signals w/ 4 way Flashers	
	Brake Lights/Tail Lights	
	Aluminum Bed Box	
	Electric Bed Lift	
	Canopy Top	
	Fold Down Windshied	
	Freight/Setup	
	State Contract SW0190	

DELIVERY	**$0.00**
FREIGHT AND SETUP	**$0.00**
SUB TOTAL:	**$14,900.00**
TAX:	**$0.00**
TOTAL PRICE:	**$14,900.00**

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR EQUIPMENT NEEDS. THE PRICES QUOTED ARE VALID FOR 20 DAYS. PAYMENT QUOTED IS SUBJECT TO CHANGE AT ANY TIME. LEASE PAYMENTS DO NOT INCLUDE ANY ASSOICIATED SALES OR PROPERTY TAXES.

QUOTE BY: ***DAVE CAMUSO, KGT***

Approved by:_____ **Date:** _____

CONSENT AGENDA

ITEM: Approve purchase of a Bullseye RapidSeed 590 from State Contract Pricing SW-196 Professional Turf Products Approved in FY 2023 Capital Budget in the amount of $16,823.31.

INITIATOR: John Wood

STAFF INFO: John Wood

BACKGROUND: This piece of equipment will be an addition, and is a tractor 3 point attachment that will aid in over-seeding. Placing the seeds into the grass canopy instead of the current method of broadcast spreading on top of the grass canopy and using irrigation to push the seed below the canopy for seed to soil contact.

EXHIBITS: See attachments

KEY ISSUE: Germinate quicker with less water usage.

COUNCIL ACTION: Approve/Deny

RECOMMENDATION: Approve

Consent Agenda

MEETING DATE 07/25/22

Professional Turf Products, L.P.
2201 N Beech Ave
Broken Arrow, OK 74012
Ryan Haskins
(918) 630 3461
haskinsr@proturf.com

Ship To	City of Bixby - Parks	Date:	7/19/2022
Bill To		Tax Rate	
Contact	John Wood	Destination	Included
Address	116 W. Needles, Bixby, OK 74008	Trade-In	
		Finance	
Phone		Account Type	STD
Email		QMS: ID	Q110291
Comments:	Oklahoma State Contract Pricing Sw-196		

Proposal

Qty	Model #	Description	Unit	Extended
1	46440	Bullseye RapidSeed 590	$	13,598.03
12	46432	44 Lb Weight, AccuraSeed/RapidSeed	$	1,267.61
1	46442	Spiked Rear Roller, RS 590	$	1,957.67
		Bullseye RapidSeed 590	**$**	**16,823.31**

SubTotal	**$**	**16,823.31**
Destination		**Included**
Tax (Estimated)		**Not Included**
TOTAL	**$**	**16,823.31**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.

Confidential Property of Professional Turf Products

C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.

7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

BULLSEYE™

RapidSeed™ 430/590

SEEDERS

FEATURES

- Working Speed of up to 7.5 mph (12 km/h) – *saves time and money*
- Quickly Adjust Calibration – *fast, easy and precise seeding rate adjustability*
- Large Seed Hopper – *less time spent on refills*
- Spiked Disk Roller – *random dispersement of seed with no drill lines*
- Ground-Driven Design – *fewer moving parts results in reduced maintenance and lower cost of ownership*
- Seeding Element Design – *works well with all varieties, providing great accuracy even with small bentgrass seed*

Efficient and Productive Overseeding.

The Bullseye RapidSeed 430 and 590 are ideal for sports fields and golf courses where economy and random seed dispersement is important. Both RapidSeed overseeding machines offer the same accurate means to produce thousands of holes, deliver the seed and brush in, all with a single machine. Available in two widths, there is a unit for tighter, more undulating areas or larger areas.

The spikes are conical-shaped, so more seed actually drops into the holes. The seeds drop when the side wheel turns, so there is no spillage of seed when the machine is not in operation. An optional replacement rear spiked roller can be added to double the number of holes per pass. The optional hydraulic lift wheel kit allows the seeder to be towed behind even a Workman® HDX and provides improved ground-following ability.

Call your Bullseye distributor at 800-803-8676

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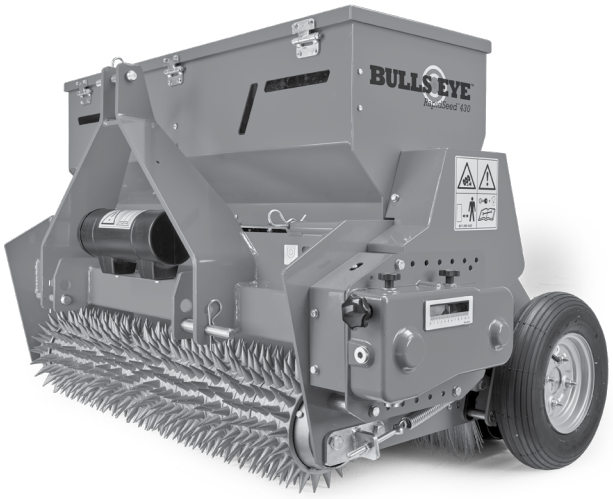
RapidSeed™ 430/590*

The Bullseye RapidSeed 430 and 590 are ideal for sports fields and golf courses where economy and random seed dispersement is important. Both RapidSeed overseeding machines offer the same accurate means to produce thousands of holes, deliver the seed and brush in, all with a single machine. Available in two widths, there is a unit for tighter, more undulating areas or larger areas. The spikes are conical-shaped, so more seed actually drops into the holes. The seeds drop when the side wheel turns, so there is no spillage of seed when the machine is not in operation. An optional replacement rear spiked roller can be added to double the number of holes per pass. The optional hydraulic lift wheel kit allows the seeder to be towed behind even a Workman® HDX and provides improved ground-following ability.



	BULLSEYE RAPIDSEED 430, MODEL 46435	BULLSEYE RAPIDSEED 590, MODEL 46440
WORKING WIDTH	43" (109.2 cm)	59" (149.8 cm)
NUMBER OF HOLES WITH ONE SPIKED ROLLER	87 per square foot (990 per square meter)	
EFFECTIVE DIMPLE SPACING	1.2" (3.04 cm)	
HOPPER CAPACITY	6 cubic feet (168 liters)	8 cubic feet (225 liters)
SEEDING RATE	Fully adjustable for any type of seed	
TRACTOR REQUIRED	20 hp (14.9 kW) with 992 lbs. (450 kg) lift capacity	30 hp (22.4 kW) with 1,213 lbs. (550 kg) lift capacity
WORKING SPEED	Up to 7.5 mph (12 km/h)	Up to 7.5 mph (12 km/h)
WEIGHT	836 lbs. (379.2 kg)	1,030 lbs. (467.2 kg)
DIMENSIONS	**Width** 60" (152.4 cm) **Height** 40" (101.6 cm) **Length** 35" (88.9 cm)	**Width** 76" (193 cm) **Height** 40" (101.6 cm) **Length** 35" (88.9 cm)
WARRANTY	One-year limited warranty. Refer to the Operator's Manual for further details.	

	BULLSEYE RAPID SEED 430 – ACCESSORIES	BULLSEYE RAPID SEED 590 – ACCESSORIES
DRAWBAR HITCH & WHEEL KIT	Requires hydraulics and 450 lb. (204.1 kg) tongue weight capacity, model 46436	Requires hydraulics and 550 lb. (249.4 kg) tongue weight capacity, model 46441
WEIGHT KIT	Single 44 lb. (19.9 kg) weight. Holds up to 6, model 46432	Single 44 lb. (19.9 kg) weight. Holds up to 12, model 46432
SPIKED REAR ROLLER KIT	Increases number of holes per square foot; 174 lbs. (78.9 kg), model 46437	Increases number of holes per square foot; 231 lbs. (104.7 kg), model 46442

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor.

CONSENT AGENDA

ITEM: Approve Purchase Order for Professional Turf Products for Fiscal Year 2022-23 service, and parts for Toro Equipment in the amount of $25,000.00

INITIATOR: John Wood

STAFF INFO: John Wood

BACKGROUND: The purchase order will be used for parts, and service throughout the fiscal year. Budgeted from account 5-10-7220

EXHIBITS:

KEY ISSUE: To complete yearly maintenance servicing, and for parts for Toro equipment.

COUNCIL ACTION: Approve/Deny

RECOMMENDATION: Approve

Consent Agenda

MEETING DATE 07/25/22

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve completion of South Bixby Drainage Phase II.

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Jon Brown

BACKGROUND: This Project includes the installation of Storm Inlets into Robison Channel, overflow structures from Johns Park into Little Snake Creek, various areas of erosion control mat, outfall structure from Saker, and the grading of the Pittman/Burris Property. We also extended quantities on the contract, to complete the final grading of the John's Park drainage channel.

This Project was awarded for $624,001.90. With the extension of quantities for waterline and addition grading, the Final Estimate is $701,749.62.

EXHIBITS: None

KEY ISSUE: Infrastructure

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve purchase

ITEM NO: _____

MEETING DATE: 7-25-2022

MEETING: Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve Change Order Requests #4, #7, and #8 for STP 121st and Mingo Intersection Improvement Project; total $168,134.01

INITIATOR: Bea Aamodt, Director

STAFF INFORMATION SOURCE: Rick Bond, Benchmark

BACKGROUND: The 121st and Mingo Intersection Improvement Project is underway. The Oklahoma Department of Transportation has reviewed and submitted for approval change orders No. 4, 7, and 8 .

Change Order No.4 documents include relocation of a waterline.
Total = $54,013.34

Change Order No.7 documents include various quantity overruns necessary for field adjustments.
Total = $27,782.09

Change Order No.8 documents include field adjustments due to soil stabilization
Total = $86,338.58

EXHIBITS: Change Order #4, #7, #8

KEY ISSUE: STP Grant Projects – cost share

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 07-25-2022

MEETING: Council

Oklahoma Department of Transportation

Change Order

Contract ID	210195	**Primary County**	TULSA	**Primary PCN**	28656(04)
Change Order Nbr	004	**Project**	STP-172B(533)IG		
Contract Description	INTERSECTION MODIFICATION AND TRAFFIC SIGNALS CITY STREETS (SOUTH MINGO ROAD): AT THE INTERSECTION OF EAST 121ST STREET, 1.0 MILE EAST OF US-64 IN THE CITY OF BIXBY. PROJECT LENGTH = 0.410 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	**Status**	Draft		

General Change Order Description(s): This change order is required to compensate the contractor for field conditions that were encoutered during waterline installation that were different than those listed on the plans and extensions to the waterline to connect the existing service lines. This change order provides 10 days of time credit for the additonal work done on the waterline. Additionally, this change order provides 20 days of time credit for work associated with Change Order #5. Change Order #5 established payment for concrete pavement removal, repair of unsuitable subgrade material, and documented overruns of contract items used to construct a scab-on detour. The impact to the schedule was not known at the time CO#5 was created.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	0880	0900	202(A) 0183	CY	$18.00	272.00	272.00	203.78	475.78	
	Item Description:		UNCLASSIFIED EXCAVATION						**This Change:**	$3,668.04
	Supplemental Description 1:								**Prev Revised:**	$4,896.00
	Supplemental Description 2:								**New Revised:**	$8,564.04
									Bid Contract:	$4,896.00
									Net Change:	$3,668.04
									PCT Change:	74.91 %
	Explanations:		This item was extended on this change order to compensate the contractor for additional excavation needed to install the additional 6" and 8" water line.							
28656(04)	0890	0900	616(B) 5223	LF	$65.00	37.00	37.00	381.00	418.00	
	Item Description:		6" POLYVINYL CHLORIDE (PVC) PIPE						**This Change:**	$24,765.00
	Supplemental Description 1:								**Prev Revised:**	$2,405.00
	Supplemental Description 2:								**New Revised:**	$27,170.00
									Bid Contract:	$2,405.00
									Net Change:	$24,765.00
									PCT Change:	1029 %
	Explanations:		This item was extended on this change order due to changed field conditions. Existing 6" water line was in conflict with proposed RCB box structure. Additional 6" water line run further east down 121st and under RCB box.							
28656(04)	0900	0900	616(B) 5225	LF	$68.00	167.00	167.00	-30.00	137.00	
	Item Description:		8" POLYVINYL CHLORIDE (PVC) PIPE						**This Change:**	$-2,040.00
	Supplemental Description 1:								**Prev Revised:**	$11,356.00
	Supplemental Description 2:								**New Revised:**	$9,316.00
									Bid Contract:	$11,356.00
									Net Change:	$-2,040.00
									PCT Change:	-17.96 %
	Explanations:									

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
			This item was extended on this change order due to changed field conditions. The existing 8" water line on the West side of 121st was found to be under the pavement. The 8" water line was extended outside the pavement just West of the fire hydrant to meet existing service on West end of project.							
28656(04)	0910	0900	616(B) 5227	LF	$92.00	211.00	211.00	55.50	266.50	
	Item Description:		10" POLYVINYL CHLORIDE (PVC) PIPE						**This Change:**	$5,106.00
	Supplemental Description 1:								**Prev Revised:**	$19,412.00
	Supplemental Description 2:								**New Revised:**	$24,518.00
									Bid Contract:	$19,412.00
									Net Change:	$5,106.00
									PCT Change:	26.30 %
	Explanations:		This item was extended on this change order due to changed field conditions and because this item was used, at City of Bixby's request, to case water line in drainage ditch on East side of 121st and the drainage ditch on the south side of Mingo.							
28656(04)	0920	0900	616(D) 1070	EA	$1,125.00	1.00	1.00	2.00	3.00	
	Item Description:		6" GATE VALVE						**This Change:**	$2,250.00
	Supplemental Description 1:								**Prev Revised:**	$1,125.00
	Supplemental Description 2:								**New Revised:**	$3,375.00
									Bid Contract:	$1,125.00
									Net Change:	$2,250.00
									PCT Change:	200.00 %
	Explanations:		This item was extended on this change order because the City of Bixby requested an additional valve where the 6" water line extendsion met the existing water line service and a valve was added between the existing water service and the new fire hydrant assembly.							
28656(04)	0950	0900	616(D) 7051	EA	$250.00	1.00	1.00	6.00	7.00	
	Item Description:		STANDARD VALVE BOX						**This Change:**	$1,500.00
	Supplemental Description 1:								**Prev Revised:**	$250.00
	Supplemental Description 2:								**New Revised:**	$1,750.00
									Bid Contract:	$250.00
									Net Change:	$1,500.00
									PCT Change:	600.00 %
	Explanations:		This item was extended on this change order due to the added valves.							
28656(04)	0960	0900	616(E) 0879	EA	$300.00	1.00	1.00	-1.00	0.00	
	Item Description:		1" CORPORATION STOPS						**This Change:**	$-300.00
	Supplemental Description 1:								**Prev Revised:**	$300.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$300.00
									Net Change:	$-300.00
									PCT Change:	-100 %
	Explanations:		These items are being removed from this project because they were not necessary for the installation and service connection of the waterline.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	0990	0900	616(I) 0075	LF	$50.00	48.00	48.00	-48.00	0.00	
	Item Description:		4" STEEL CASING						**This Change:**	$-2,400.00
	Supplemental Description 1:								**Prev Revised:**	$2,400.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$2,400.00
									Net Change:	$-2,400.00
									PCT Change:	-100 %
	Explanations:		These items are being removed from this project because they were not necessary for the installation and service connection of the waterline.							
28656(04)	1000	0900	616(I) 5270	LF	$87.00	106.00	106.00	-10.00	96.00	
	Item Description:		24" STEEL CASING						**This Change:**	$-870.00
	Supplemental Description 1:								**Prev Revised:**	$9,222.00
	Supplemental Description 2:								**New Revised:**	$8,352.00
									Bid Contract:	$9,222.00
									Net Change:	$-870.00
									PCT Change:	-9.43 %
	Explanations:		This item was reduced on this change order due to changed field conditions. The location of the casing was moved to the East and that made the overall length shorter due to the taper at the intersection.							
28656(04)	1050	0900	616(O) 0200	EA	$425.00	2.00	2.00	4.00	6.00	
	Item Description:		6" 45 DEGREE FITTING						**This Change:**	$1,700.00
	Supplemental Description 1:								**Prev Revised:**	$850.00
	Supplemental Description 2:								**New Revised:**	$2,550.00
									Bid Contract:	$850.00
									Net Change:	$1,700.00
									PCT Change:	200.00 %
	Explanations:		This item was extended on this change order due to having to angle the water line under the proposed RCB box elevation and to angle the water line to tie in to the existing water service.							
28656(04)	1070	0900	616(O) 0470	EA	$825.00	4.00	4.00	8.00	12.00	
	Item Description:		10" 45 DEGREE FITTING						**This Change:**	$6,600.00
	Supplemental Description 1:								**Prev Revised:**	$3,300.00
	Supplemental Description 2:								**New Revised:**	$9,900.00
									Bid Contract:	$3,300.00
									Net Change:	$6,600.00
									PCT Change:	200.00 %
	Explanations:		This item was extended on this change order due to having to change the angle of the water line to avoid the sanitary sewer on the SE corner, in and out of the roadway casing on 121st, and in and out of the roadway casing on Mingo.							
28656(04)	1110	0900	616(T) 0600	EA	$1,400.00	1.00	1.00	-1.00	0.00	
	Item Description:		12" X 12" X 6" TEE						**This Change:**	$-1,400.00
	Supplemental Description 1:								**Prev Revised:**	$1,400.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$1,400.00
									Net Change:	$-1,400.00
									PCT Change:	-100 %
	Explanations:		These items are being removed from this project because they were not necessary for the installation and service connection of the waterline.							
28656(04)	1120	0900	616(T) 0615	EA	$1,500.00	1.00	1.00	-1.00	0.00	
	Item Description:		12" X 12" X 10" TEE						**This Change:**	$-1,500.00
	Supplemental Description 1:								**Prev Revised:**	$1,500.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$1,500.00
									Net Change:	$-1,500.00
									PCT Change:	-100 %
	Explanations:		These items are being removed from this project because they were not necessary for the installation and service connection of the waterline.							
28656(04)	8008	0900	616(R) 0780	EA	$1,000.00	0.00	0.00	1.00	1.00	
	Item Description:		12" X 10" REDUCER						**This Change:**	$1,000.00
	Supplemental Description 1:								**Prev Revised:**	$0.00
	Supplemental Description 2:								**New Revised:**	$1,000.00
									Bid Contract:	$0.00
									Net Change:	$1,000.00
									PCT Change:	100.00 %
	Explanations:		This item was added to this change order due to the existing water service being a 12" line instead of a 10" line as marked out on the plans.							
28656(04)	8009	0900	104 0600	EA	$800.00	0.00	0.00	1.00	1.00	
	Item Description:		CONSTRUCTION MISCELLANEOUS						**This Change:**	$800.00
	Supplemental Description 1:		10" x 8" Reducer						**Prev Revised:**	$0.00
	Supplemental Description 2:								**New Revised:**	$800.00
									Bid Contract:	$0.00
									Net Change:	$800.00
									PCT Change:	100.00 %
	Explanations:		This item was added to this change order to connect the new 10" water line to the existing 8" water service that heads south down Mingo.							
28656(04)	8010	0900	616(K) 0225	EA	$1,100.00	0.00	0.00	1.00	1.00	
	Item Description:		12" SOLID SLEEVE						**This Change:**	$1,100.00
	Supplemental Description 1:								**Prev Revised:**	$0.00
	Supplemental Description 2:								**New Revised:**	$1,100.00
									Bid Contract:	$0.00
									Net Change:	$1,100.00
									PCT Change:	100.00 %
	Explanations:		This item is added to this change order due to the existing line being 12" and the angle and depth of line required this item for proper tie in to the existing service.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	8013	0900	616(D) 5950	EA	$1,500.00	0.00	0.00	1.00	1.00	

Item Description: 10" TAP
Supplemental Description 1: Tap into existing 10" waterline on East side of Mingo.
Supplemental Description 2:

This Change:	$1,500.00
Prev Revised:	$0.00
New Revised:	$1,500.00
Bid Contract:	$0.00
Net Change:	$1,500.00
PCT Change:	100.00 %

Explanations: This item is being added to this change order to allow the contractor to tie in the water line service without disrupting service to residents. The plans called for a 12" x 12" x 10" tee fitting to connect the new service with the existing service. Contractor and City of Bixby agreed that replacing the tee connection with this tap item would be more beneficial to the public. This item cost is a direct replacement of the cost of the 12" x 12" x 10" tee fitting. The 12" x 12" x 10" tee fitting is being removed from the project on this change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	8016	0900	616(D) 5910	EA	$1,400.00	0.00	0.00	1.00	1.00	

Item Description: 6" TAP
Supplemental Description 1: Tap into existing 8"waterline on South side of 121st.
Supplemental Description 2:

This Change:	$1,400.00
Prev Revised:	$0.00
New Revised:	$1,400.00
Bid Contract:	$0.00
Net Change:	$1,400.00
PCT Change:	100.00 %

Explanations: This item is being added to this change order to allow the contractor to tie in the water line service without disrupting service to residents. The plans called for a 12" x 12" x 6" tee fitting to connect the new service with the existing service. Contractor and City of Bixby agreed that replacing the tee connection with this tap item would be more beneficial to the public. This item cost is a direct replacement of the cost of the 12" x 12" x 6" tee fitting. The 12" x 12" x 6" tee fitting is being removed from the project on this change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	8017	0600	642(B) 0096	LS	$5,360.00	0.00	0.00	1.00	1.00	

Item Description: CONSTRUCTION STAKING LEVEL II
Supplemental Description 1: This item is necessary to compensate the contractor for
Supplemental Description 2: additional survey work.

This Change:	$5,360.00
Prev Revised:	$0.00
New Revised:	$5,360.00
Bid Contract:	$0.00
Net Change:	$5,360.00
PCT Change:	100.00 %

Explanations: This item is added to this change order due to the extra costs associated with having to restake the project when the additional water line installation required removal of installed survey stakes.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	8018	0900	104 0700	LS	$5,774.30	0.00	0.00	1.00	1.00	

Item Description: CONSTRUCTION MISCELLANEOUS
Supplemental Description 1: Potholing and locating existing 8" water
Supplemental Description 2: line on west leg of 121st.

This Change:	$5,774.30
Prev Revised:	$0.00
New Revised:	$5,774.30
Bid Contract:	$0.00
Net Change:	$5,774.30
PCT Change:	100.00 %

Explanations:

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change

This item is necessary in order to compensate the contractor for work needed to locate the existing 8" water line that would be underneath the new roadway. The location of the water line was necessary to determine how to proceed with relocating the waterline outside of the new roadway.

TOTAL VALUE FOR CHANGE ORDER 004 : $54,013.34

Contract Time Adjustments

Adjusted No. of Days: 30.00

Explanation: The time is being extended on the contract 10 days to compensate the contractor for the additional work necessary to complete the extensions of the water lines to the West and East side of 121st and South on 121st street. The extensions were necessary to move the waterline out from under new pavement and to clear structures that were in the same path of the proposed waterline. The extensions of these water line delayed other critical path activities including paving and RCB box installation. On 2/8-2/9 the contractor was working to extend the 6in waterline to the east on 121st to clear the RCB box structure that conflicted with the existing waterline. On 3/1-3/2 the contractor worked on extending the 8in waterline South on Mingo. On 3/24 the conflict with the existing 8in waterline under the new roadway surface was discovered and on 3/25 a meeting was held with the City of Bixby to discuss how they would like to proceed. This 8in line delayed progress on building the roadway surface. On 3/28 potholing of the 8in waterline took place to locate it. 4/27 Contractor started on extension of waterline to the West on 121st. 4/29-4/30 the contractor finished the extension, filled the line with chlorine, and connected the line and put it in to service. Additionally, the contract is being extended 20 days to compensate the contractor for time to construct the detour, remove the concrete pavement underneath the existing asphalt roadway, and the excavation and repair of unsuitable base material. The 20 days includes 6 days for the detour, 4 days for concrete removal, and 10 days for subgrade repair. The work on the detour took place on December 13 and 14; January 5, 11, and 12; and May 18. The work on the concrete pavement removal took place on January 22 and 24 and May 19 and 20. The subgrade repair took place on January 3, 4, 10, and 27; February 12, 14, and 15; March 17; and June 13 and 14.

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	004	**Project**	STP-172B(533)IG		

Prime Contractor's Section

As the duly authorized representative of PARAGON CONTRACTORS, LLC, contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

_____ _____ _____

Signature *Name(Printed)* *Company Title*

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

_____ _____

Notary Public *Commission Number*

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved.
Respectfully requested by:

P.E. Seal

Department Personnel **Approval Date**

_____

Signature

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	004	**Project**	STP-172B(533)IG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

_____ _____

City/County Official *Date Acknowledged*

Oklahoma Department of Transportation

Change Order

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	007	**Project**	STP-172B(533)IG		
Contract Description	INTERSECTION MODIFICATION AND TRAFFIC SIGNALS CITY STREETS (SOUTH MINGO ROAD): AT THE INTERSECTION OF EAST 121ST STREET, 1.0 MILE EAST OF US-64 IN THE CITY OF BIXBY. PROJECT LENGTH = 0.410 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	Status	Draft		

General Change Order Description(s): This change order requests additional funding for overruns of original contract items. Underrun items have been included to offset the cost of the change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	0020	0100	202(A) 0183	CY	$27.50	5,139.00	5,139.00	606.07	5,745.07	
	Item Description:		UNCLASSIFIED EXCAVATION						**This Change:**	$16,666.92
	Supplemental Description 1:								**Prev Revised:**	$141,322.50
	Supplemental Description 2:								**New Revised:**	$157,989.42
									Bid Contract:	$141,322.50
									Net Change:	$16,666.92
									PCT Change:	11.79 %
	Explanations:		Additional quantity was required for undercutting of unsuitable material at various locations throughout the project.							
28656(04)	0070	0100	303(A) 2100	CY	$47.21	1,545.00	2,054.66	80.00	2,134.66	
	Item Description:		AGGREGATE BASE TYPE A						**This Change:**	$3,776.80
	Supplemental Description 1:								**Prev Revised:**	$97,000.49
	Supplemental Description 2:								**New Revised:**	$100,777.29
									Bid Contract:	$72,939.45
									Net Change:	$27,837.84
									PCT Change:	38.16 %
	Explanations:		Additional quantity was used to thicken base layer on north Mingo to bridge soft subgrade.							
28656(04)	0310	0100	613(A) 0491	LF	$62.00	245.00	245.00	-70.00	175.00	
	Item Description:		18" R.C.PIPE CLASS III						**This Change:**	$-4,340.00
	Supplemental Description 1:								**Prev Revised:**	$15,190.00
	Supplemental Description 2:								**New Revised:**	$10,850.00
									Bid Contract:	$15,190.00
									Net Change:	$-4,340.00
									PCT Change:	-28.57 %
	Explanations:		This line item was reduced because the as-built length of pipe installed as shown on the plans was less than the amount shown in the Summary of Drainage Structures.							
28656(04)	0320	0100	613(A) 0492	LF	$69.00	124.00	124.00	-76.00	48.00	
	Item Description:		24" R.C.PIPE CLASS III						**This Change:**	$-5,244.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
	Supplemental Description 1:								**Prev Revised:**	$8,556.00
	Supplemental Description 2:								**New Revised:**	$3,312.00
									Bid Contract:	$8,556.00
									Net Change:	$-5,244.00
									PCT Change:	-61.29 %
	Explanations:		This item has been reduced because structures 8 and 10 as shown in the Summary of Drainage Structures are existing pipes, and were not replaced, causing the underrun.							
28656(04)	0340	0100	613(S) 1186	CY	$30.00	201.00	201.00	-174.17	26.83	
	Item Description:		STANDARD BEDDING MATERIAL, CLASS B						**This Change:**	$-5,225.10
	Supplemental Description 1:								**Prev Revised:**	$6,030.00
	Supplemental Description 2:								**New Revised:**	$804.90
									Bid Contract:	$6,030.00
									Net Change:	$-5,225.10
									PCT Change:	-86.65 %
	Explanations:		These items were reduced due to the underrun on #0310 18" RCP and #0320 24" RCP.							
28656(04)	0350	0100	613(V) 1180	CY	$15.00	135.00	135.00	-60.78	74.22	
	Item Description:		TRENCH EXCAVATION						**This Change:**	$-911.70
	Supplemental Description 1:								**Prev Revised:**	$2,025.00
	Supplemental Description 2:								**New Revised:**	$1,113.30
									Bid Contract:	$2,025.00
									Net Change:	$-911.70
									PCT Change:	-45.02 %
	Explanations:		These items were reduced due to the underrun on #0310 18" RCP and #0320 24" RCP.							
28656(04)	0380	0100	619(B) 4728	SY	$8.65	5,622.00	5,622.00	861.11	6,483.11	
	Item Description:		REMOVAL OF ASPHALT PAVEMENT						**This Change:**	$7,448.60
	Supplemental Description 1:								**Prev Revised:**	$48,630.30
	Supplemental Description 2:								**New Revised:**	$56,078.90
									Bid Contract:	$48,630.30
									Net Change:	$7,448.60
									PCT Change:	15.31 %
	Explanations:		Overrun is due to removal of the temporary detour.							
28656(04)	0400	0300	880(A) 8800	SD	$1.00	800.00	800.00	-800.00	0.00	
	Item Description:		ARROW DISPLAY(TYPE A)						**This Change:**	$-800.00
	Supplemental Description 1:								**Prev Revised:**	$800.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$800.00
									Net Change:	$-800.00
									PCT Change:	-100 %
	Explanations:		This item was not needed to safely guide traffic through the work zone.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	0410	0300	880(B) 8818	SD	$4.10	975.00	975.00	2,824.00	3,799.00	
	Item Description:		CONSTRUCTION SIGNS 0 TO 6.25 SF						**This Change:**	$11,578.40
	Supplemental Description 1:								**Prev Revised:**	$3,997.50
	Supplemental Description 2:								**New Revised:**	$15,575.90
									Bid Contract:	$3,997.50
									Net Change:	$11,578.40
									PCT Change:	289.64 %
	Explanations:		Temporary traffic control items were placed as shown in the plans. Project duration exceeded estimated time.							
28656(04)	0420	0300	880(B) 8821	SD	$4.10	1,150.00	1,150.00	616.00	1,766.00	
	Item Description:		CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF						**This Change:**	$2,525.60
	Supplemental Description 1:								**Prev Revised:**	$4,715.00
	Supplemental Description 2:								**New Revised:**	$7,240.60
									Bid Contract:	$4,715.00
									Net Change:	$2,525.60
									PCT Change:	53.56 %
	Explanations:		Temporary traffic control items were placed as shown in the plans. Project duration exceeded estimated time.							
28656(04)	0430	0300	880(B) 8824	SD	$4.10	1,325.00	1,325.00	3,314.00	4,639.00	
	Item Description:		CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF						**This Change:**	$13,587.40
	Supplemental Description 1:								**Prev Revised:**	$5,432.50
	Supplemental Description 2:								**New Revised:**	$19,019.90
									Bid Contract:	$5,432.50
									Net Change:	$13,587.40
									PCT Change:	250.11 %
	Explanations:		Temporary traffic control items were placed as shown in the plans. Project duration exceeded estimated time.							
28656(04)	0440	0300	880(C) 8836	SD	$0.26	1,500.00	1,500.00	-1,500.00	0.00	
	Item Description:		CONSTRUCTION BARRICADES(TYPE II)						**This Change:**	$-390.00
	Supplemental Description 1:								**Prev Revised:**	$390.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$390.00
									Net Change:	$-390.00
									PCT Change:	-100 %
	Explanations:		This item was not needed to safely guide traffic through the work zone.							
28656(04)	0450	0300	880(C) 8842	SD	$0.26	2,100.00	2,100.00	-1,039.00	1,061.00	
	Item Description:		CONSTRUCTION BARRICADES(TYPE III)						**This Change:**	$-270.14
	Supplemental Description 1:								**Prev Revised:**	$546.00
	Supplemental Description 2:								**New Revised:**	$275.86
									Bid Contract:	$546.00
									Net Change:	$-270.14

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
									PCT Change:	-49.47 %
	Explanations:		The quantities of these items needed to guide traffic safely through the work zone were less than originally projected due to the change in the traffic control plan from 8 phases down to 2.							
28656(04)	0460	0300	880(C) 8848	SD	$0.26	400.00	400.00	-400.00	0.00	
	Item Description:		WING BARRICADES						**This Change:**	$-104.00
	Supplemental Description 1:								**Prev Revised:**	$104.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$104.00
									Net Change:	$-104.00
									PCT Change:	-100 %
	Explanations:		This item was not needed to safely guide traffic through the work zone.							
28656(04)	0480	0300	880(E) 8872	SD	$0.05	10,450.00	10,450.00	-10,450.00	0.00	
	Item Description:		WARNING LIGHTS(TYPE C)						**This Change:**	$-522.50
	Supplemental Description 1:								**Prev Revised:**	$522.50
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$522.50
									Net Change:	$-522.50
									PCT Change:	-100 %
	Explanations:		This item was not needed to safely guide traffic through the work zone.							
28656(04)	0490	0300	880(F) 8878	SD	$1.05	2,750.00	2,750.00	-1,501.00	1,249.00	
	Item Description:		DRUMS						**This Change:**	$-1,576.05
	Supplemental Description 1:								**Prev Revised:**	$2,887.50
	Supplemental Description 2:								**New Revised:**	$1,311.45
									Bid Contract:	$2,887.50
									Net Change:	$-1,576.05
									PCT Change:	-54.58 %
	Explanations:		The quantities of these items needed to guide traffic safely through the work zone were less than originally projected due to the change in the traffic control plan from 8 phases down to 2.							
28656(04)	0500	0300	880(G) 8884	SD	$1.05	4,250.00	4,250.00	4,047.00	8,297.00	
	Item Description:		TUBE CHANNELIZERS						**This Change:**	$4,249.35
	Supplemental Description 1:								**Prev Revised:**	$4,462.50
	Supplemental Description 2:								**New Revised:**	$8,711.85
									Bid Contract:	$4,462.50
									Net Change:	$4,249.35
									PCT Change:	95.22 %
	Explanations:		Temporary traffic control items were placed as shown in the plans. Project duration exceeded estimated time.							
28656(04)	0510	0300	880(I) 8902	SD	$6.50	600.00	600.00	-600.00	0.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
	Item Description:		FLAGGER						**This Change:**	$-3,900.00
	Supplemental Description 1:								**Prev Revised:**	$3,900.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$3,900.00
									Net Change:	$-3,900.00
									PCT Change:	-100 %
	Explanations:		This item was not needed to safely guide traffic through the work zone.							
28656(04)	0520	0300	882(A) 8306	SD	$5.25	2,400.00	2,400.00	-1,670.00	730.00	
	Item Description:		PORT.CHANGEABLE MESSAGE SIGN						**This Change:**	$-8,767.50
	Supplemental Description 1:								**Prev Revised:**	$12,600.00
	Supplemental Description 2:								**New Revised:**	$3,832.50
									Bid Contract:	$12,600.00
									Net Change:	$-8,767.50
									PCT Change:	-69.58 %
	Explanations:		The quantities of these items needed to guide traffic safely through the work zone were less than originally projected due to the change in the traffic control plan from 8 phases down to 2.							

TOTAL VALUE FOR CHANGE ORDER 007 : $27,782.09

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	007	**Project**	STP-172B(533)IG		

Prime Contractor's Section

As the duly authorized representative of PARAGON CONTRACTORS, LLC, contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

_____ _____ _____

Signature *Name(Printed)* *Company Title*

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

_____ _____

Notary Public *Commission Number*

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved.
Respectfully requested by:

P.E. Seal

Department Personnel **Approval Date**

_____

Signature

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	007	**Project**	STP-172B(533)IG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

_____ _____

City/County Official *Date Acknowledged*

Oklahoma Department of Transportation

Change Order

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	008	**Project**	STP-172B(533)IG		
Contract Description	INTERSECTION MODIFICATION AND TRAFFIC SIGNALS CITY STREETS (SOUTH MINGO ROAD): AT THE INTERSECTION OF EAST 121ST STREET, 1.0 MILE EAST OF US-64 IN THE CITY OF BIXBY. PROJECT LENGTH = 0.410 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	Status	Draft		

General Change Order Description(s): This change order addresses overruns of Supplemental Agreement items used to stabilize unsuitable soil throughout the project. The original contract had a token amount of Fly Ash to treat unstable subgrade on an as-needed basis. CO#3 established the Geotextile Reinforcement pay item as an alternative subgrade treatment to the fly ash due to soil type. This alternative was also less expensive to the Fly Ash on a SY basis. It was anticipated that only an equivalent amount of Geotextile would be required. CO#5 established the Construction Miscellaneous- 3" Surge Rock item to bridge over deep, wet unstable subgrade. It was anticipated that this item would only be minimally required. As the project progressed, soil conditions continually required Geotextile Reinforcement, and, to a lesser degree, Surge Rock. The overrun of these items is partially offset by the underrun of Fly Ash and Separator Fabric. Additionally, the Removal of Concrete Pavement item, established by CO#5, was partially estimated for the Phase 2 operations, and did not use all of the quantity. The un-used amount is being deducted.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	0080	0100	307(A) 4200	TON	$350.00	21.00	1.00	-1.00	0.00	
	Item Description:		FLY ASH						**This Change:**	$-350.00
	Supplemental Description 1:								**Prev Revised:**	$350.00
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$7,350.00
									Net Change:	$-7,350.00
									PCT Change:	-100 %
	Explanations:		This line item is being reduced because a more cost effective geosynthetic was placed in lieu of stabilizing with fly ash.							
28656(04)	0090	0100	325 5271	SY	$1.85	19,470.00	19,470.00	-19,470.00	0.00	
	Item Description:		SEPARATOR FABRIC						**This Change:**	$-36,019.50
	Supplemental Description 1:								**Prev Revised:**	$36,019.50
	Supplemental Description 2:								**New Revised:**	$0.00
									Bid Contract:	$36,019.50
									Net Change:	$-36,019.50
									PCT Change:	-100 %
	Explanations:		This line item is being reduced as it was replaced by item #8002 which is a heavier geosynthetic that was necessary to stabilize the unsuitable subgrade.							
28656(04)	8002	0100	326(A) 0100	SY	$10.51	0.00	1,000.00	10,300.00	11,300.00	
	Item Description:		GEOTEXTILE REINFORCEMENT						**This Change:**	$108,253.00
	Supplemental Description 1:		Mirafi RS580i Geosynthetic						**Prev Revised:**	$10,510.00
	Supplemental Description 2:								**New Revised:**	$118,763.00
									Bid Contract:	$0.00
									Net Change:	$118,763.00
									PCT Change:	100.00 %
	Explanations:		Overrun is due to unsuitable and unstable soils which required this item to be used extensively throughout the entire project.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	8005	0100	104 0150	TON	$33.83	0.00	199.79	743.20	942.99	
	Item Description:		CONSTRUCTION MISCELLANEOUS						**This Change:**	$25,142.45
	Supplemental Description 1:		3" Surge rock for unstable subgrade.						**Prev Revised:**	$6,758.89
	Supplemental Description 2:								**New Revised:**	$31,901.35
									Bid Contract:	$0.00
									Net Change:	$31,901.35
									PCT Change:	100.00 %
	Explanations:		Overrun is due to encountering numerous areas of soft, wet unstable subgrade throughout the project.							
28656(04)	8007	0100	619(B) 4727	SY	$13.69	0.00	2,200.00	-780.67	1,419.33	
	Item Description:		REMOVAL OF CONCRETE PAVEMENT						**This Change:**	$-10,687.37
	Supplemental Description 1:								**Prev Revised:**	$30,118.00
	Supplemental Description 2:								**New Revised:**	$19,430.62
									Bid Contract:	$0.00
									Net Change:	$19,430.62
									PCT Change:	100.00 %
	Explanations:		At the time this item was added, the north side of the road had not been demolished yet so an estimated quantity was added to change order #5. The north side of the road has been demolished and actual quantites have been determined. The unused portion of this line item is being reduced here.							

TOTAL VALUE FOR CHANGE ORDER 008 : $86,338.58

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	008	**Project**	STP-172B(533)IG		

Prime Contractor's Section

As the duly authorized representative of PARAGON CONTRACTORS, LLC, contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

_____ _____ _____

Signature *Name(Printed)* *Company Title*

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

_____ _____

Notary Public *Commission Number*

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved.
Respectfully requested by:

P.E. Seal

Department Personnel **Approval Date**

_____

Signature

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	008	**Project**	STP-172B(533)IG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

_____ _____

City/County Official *Date Acknowledged*

CONSENT AGENDA

ITEM: Consider and Approve Horizon Lawn and Landscape to maintain the Downtown and Bentley Park Roundabout landscape beds. Of the three bids that were obtained Horizon Lawn and Landscape was the lowest bid in the amount of $18,800.00 Budgeted from Fund 21 Streets and Alley

INITIATOR: John Wood

STAFF INFO: John Wood

BACKGROUND: Maintain Downtown Streetscape beds and Bentley Park Roundabout bed.

EXHIBITS: See attachments

KEY ISSUE: During the 35 weeks of the growing period, the Parks Dept. doesn't have the personnel to maintain the landscape beds properly.

COUNCIL ACTION: Approve/Deny

RECOMMENDATION: Approve

Consent Agenda

MEETING DATE 07/25/22

Downtown Streetscape Beds

&

Bentley Park Roundabout

Downtown Streetscape Beds (56 total)

One time clean-up Bid $1650

Bentley Park Round-about

One time clean-up Bid $825

Late winter/Early Spring pruning & Clean-up

One time clean-up Bid $1650

*Weekly Maintenance **35 Weeks** (Billed Monthly) for Downtown Streetscape Beds & Bentley Park Roundabout*

Contracted Time from February 15 – October 15 Bid $22,922

Total Bid $27,047

Downtown Streetscape Beds

&

Bentley Park Roundabout

Downtown Streetscape Beds (56 total)

One time clean-up — Bid $ 656 -

Bentley Park Round-about

One time clean-up — Bid $ 200 -

Late winter/Early Spring pruning & Clean-up

One time clean-up — Bid $ 3,030 -

*Weekly Maintenance **35 Weeks** (Billed Monthly) for Downtown Streetscape Beds & Bentley Park Roundabout*

Contracted Time from February 15 – October 15 — Bid $ 30,100 -

Total Bid $ 33,986 -

Landmark Outdoor Services, LLC.

by: Steve Brown - Co-owner 7/7/22

Stede Grass

Downtown Streetscape Beds

&

Bentley Park Roundabout

Downtown Streetscape Beds (56 total)

One time clean-up Bid $1,500.00

Bentley Park Round-about

One time clean-up Bid $600.00

Late winter/Early Spring pruning & Clean-up

One time clean-up Bid $900.00

*Weekly Maintenance **35 Weeks** (Billed Monthly) for Downtown Streetscape Beds & Bentley Park Roundabout*

Contracted Time from February 15 – October 15 Bid $1,975.00 / month

Total Bid $18,800.00 year

Horizon Lawn and Landscape

Scott Farris

scott@horizonlawntulsa.com

918.830.9523

Our tree trimming is limited to what we can trim standing on the ground.

Downtown Streetscapes & Bentley Park Round-about Bed Maintenance

Purpose: To maintain beds in Bixby' Downtown Streetscapes and the bed in Bentley Park Round-about.

Scope of Work:

Downtown Streetscape Beds (56 total)

One-time full trimming of Spirea in a spherical shape and complete removal pulling of unwanted broadleaf and/or grassy weeds that are not part of the landscaping plant selection. Trim suckers off trees in the downtown streetscapes, pick up loose trash out of the beds, and remove debris and trash off site.

Bentley Park Round-about

One-time complete removal pulling of unwanted broadleaf and/or grassy weeds that are not part of the landscaping plant selection and remove debris and trash off site.

Weekly Maintenance

Contracted Time from February 15 – October 15

- To trim Spirea in a spherical shape during the growing season
- Dwarf Crape Myrtles will need to be trimmed in late winter, but not limited to pruning broken, and/or damaged stems or branches during the growing season
- Ornamental grasses will need pruning during late winter before spring green-up will occur
- Pull unwanted broadleaf and/or grassy weeds that are not in the overall scope of the landscaping plants
- Trim trees and suckers growing from the trees in the beds and along streets in downtown streetscaping
- Bentley Park round-about bed pull unwanted broadleaf and/or grassy weeds that are not in the overall scope of the landscaping plants

Downtown Streetscape Beds

&

Bentley Park Roundabout

Downtown Streetscape Beds (56 total)

One time clean-up Bid $

Bentley Park Round-about

One time clean-up Bid $

Late winter/Early Spring pruning & Clean-up

One time clean-up Bid $

*Weekly Maintenance **35 Weeks** (Billed Monthly) for Downtown Streetscape Beds & Bentley Park Roundabout*

Contracted Time from February 15 – October 15 Bid $

Total Bid $

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Request authorization to purchase EMS training manikins totaling $8,978.35.

INITIATOR: Joey Wiedel, Fire Chief

STAFF INFORMATION SOURCE: Joey Wiedel, Fire Chief / Joe Sherrell, EMS Chief

BACKGROUND:
Simulation manikins are necessary for the continued training of Bixby's EMS providers. These manikins allow members to practices advanced skills, airway management, triage, and extrication. These manikins will also be used in ongoing training with the Bixby Police Department. The total cost for these manikins is $8,978.35.

EXHIBITS: See Attached

KEY ISSUE: The authorization to purchase EMS training manikins for a total cost of $8,978.35.

Funding Source: Capital Improvement Funds

COUNCIL ACTION: Approve or deny the purchase of EMS training manikins for a total cost of $8,978.35.

RECOMMENDATION: Approve the purchase of EMS training manikins for a total cost of $8,978.35.

Meeting Date: 07-25-2022
Location: City

Save Cart | Clear Cart | 7 items | $8,978.35

Product	Sold By	List Price	Your Price	Qty	Your Total	
Item #: 3632-51014 **AirSim Airway, Advanced** By: NASCO HEALTHCARE, INC. Non-Stock - Ships In 3-6 Weeks	EA	$4,129.99	$3,659.99	1	$3,659.99	✖
Item #: 11274 **Turbo Pump For MCI Manikin** By: MEDICTECH Out Of Stock	EA	$44.29	$44.29	2	$88.58	✖
Item #: 651972 **MCI Ped™ Training Manikin, Pediatric** By: MEDICTECH In Stock - Limited Stock	CS	$709.90	$679.90	1	$679.90	✖
Item #: 651971 **MCI Man™ Training Manikin, Adult** By: MEDICTECH In Stock	CS	$899.90	$849.90	1	$849.90	✖
Item #: 650090 **ALS Pediatric Trainer Manikin, With Carry Bag** By: NASCO HEALTHCARE, INC. Out Of Stock - Ships In 1-2 Weeks	EA	$1,109.99	$1,069.99	1	$1,069.99	✖
Item #: 201-10001 **Crash Kelly** By: LAERDAL MEDICAL CORPORATION In Stock	EA	$2,629.99	$2,629.99	1	$2,629.99	✖

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Request authorization to purchase mobile and portable radios for the ambulances, totaling $70,191.10, purchasing will be through Sourcewell contract.

INITIATOR: Joey Wiedel, Fire Chief

STAFF INFORMATION SOURCE: Joey Wiedel, Fire Chief / Joe Sherrell, EMS Chief

BACKGROUND: The addition of five (5) ambulances to Bixby Fire Department's (BFD) apparatus fleet requires the purchase and installation of a mobile radio and related equipment in each unit. The mobile radios are required for communication with dispatch, hospitals, and other responding units.

The radios are Motorola APX8500 All Band MP Mobile. Bixby has traditionally utilized Harris brand radios, however, to utilize the existing local hospital channels, the mobile radio must be Motorola. The Motorola radio will operate on Bixby's current Harris system. The total cost of five (5) Motorola APX8500 All Band MP Mobile Radios is $42,643.30.

Six (6) Harris XL-200 portable radios are needed to ensure proper communication when crew members are operating outside of the ambulances. The total cost for six (6) Harris XL-200P portable radios and associated equipment is $27,547.80.

EXHIBITS: See Attached

KEY ISSUE: The authorization to purchase five (5) Motorola APX8500 All Band MP Mobile Radios and six (6) Harris XL-200P portable radios and associated equipment totaling $70,191.10.

Funding Source: Capital Improvement Funds

COUNCIL ACTION: Approve or deny the purchase of five (5) Motorola APX8500 All Band MP Mobile Radios and six (6) Harris XL-200P portable radios and associated equipment totaling $70,191.10.

RECOMMENDATION: Approve the purchase of five (5) Motorola APX8500 All Band MP Mobile Radios and six (6) Harris XL-200P portable radios and associated equipment totaling $70,191.10.

Meeting Date: 07-25-2022
Location: City

Billing Address:

116 W NEEDLES AVE
BIXBY, OK 74008
US

Quote Date:07/06/2022
Expiration Date:10/04/2022
Quote Created By:
Alexander Wilson
MR ACCOUNT MANAGER
alex.wilson@bearcom.com
918.810.4178

End Customer:
BIXBY FIRE DEPARTMENT
RYAN KING
RKING@BIXBYOK.GOV
918.557.0225

Contract: 36273 - SOURCEWELL

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	5	$5,667.00	$4,136.91	$20,684.55
1a	G831AD	ADD: SPKR 15W WATER RESISTANT	10	$66.00	$48.18	$481.80
1b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	5	$0.00	$0.00	$0.00
1c	GA00580AA	ADD: TDMA OPERATION	5	$495.00	$361.35	$1,806.75
1d	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	5	$105.00	$76.65	$383.25
1e	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	5	$17.00	$12.41	$62.05
1f	G51AT	ENH:SMARTZONE	5	$1,650.00	$1,204.50	$6,022.50
1g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	5	$176.00	$176.00	$880.00
1h	GA00092AU	ADD: APXM DUAL E5 CH	5	$627.00	$457.71	$2,288.55
1i	GA05509AA	DEL: DELETE UHF BAND	5	-$800.00	-$584.00	-$2,920.00
1j	G843AH	ADD: AES ENCRYPTION AND ADP	5	$523.00	$381.79	$1,908.95

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	5	$28.00	$20.44	$102.20
1l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5	$0.00	$0.00	$0.00
1m	G67EH	ADD: REMOTE MOUNT E5 MP	5	$327.00	$238.71	$1,193.55
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	5	$0.00	$0.00	$0.00
1o	G806BL	ENH: ASTRO DIGITAL CAI OP APX	5	$567.00	$413.91	$2,069.55
1p	GA01670AA	ADD: APX E5 CONTROL HEAD	5	$717.00	$523.41	$2,617.05
1q	W22BA	ADD: STD PALM MICROPHONE APX	10	$79.00	$57.67	$576.70
1r	W797BD	ADD: DVP-XL ENCRYPTION AND ADP	5	$536.00	$391.28	$1,956.40
1s	W969BG	ADD: MULTIKEY OPERATION	5	$363.00	$264.99	$1,324.95
1t	G361AH	ENH: P25 TRUNKING SOFTWARE APX	5	$330.00	$240.90	$1,204.50

Grand Total $42,643.30(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: City Of Bixby Fire Department_XL200P single band_16075_032322

Ryan King | Fire Captain
City Of Bixby Fire Department
116 West Needles Avenue, P.O. Box 70
Bixby, OK 74008
T: 918-366-0438
E: rking@bixbyok.gov
W: BixbyOK.gov

Date: *3/23/2022* ***Valid for 30 days***
Sales POC: *Greg Kolsut*
Sr. Specialist Account Manager
405-315-2741
Greg.Kolsut@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	*S.Spence*
CRM #	
CCC Case #	

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
10	XL-PFM1M	PORTABLE,XL-200P,FULL,MIDNT BLK,US	6	$ 3,160.00	30%	$ 2,212.00	$ 13,272.00
20	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	6	$ 0.01	100%	$ -	$ -
30	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	6	$ 250.00	30%	$ 175.00	$ 1,050.00
40	XL-PL8Y	FEATURE, ENCRYPTION LITE	6	$ 0.01	100%	$ -	$ -
50	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	6	$ 750.00	30%	$ 525.00	$ 3,150.00
60	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	6	$ 1,600.00	30%	$ 1,120.00	$ 6,720.00
70	XL-PL4L	FEATURE,SINGLE BAND 7/800	6	$ 0.01	100%	$ -	$ -
80	XL-PA3V	BATTERY,LI-ION,3100 MAH	6	$ 150.00	30%	$ 105.00	$ 630.00
90	XL-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	6	$ 40.00	30%	$ 28.00	$ 168.00
100	XL-AE2W	SPEAKER MIC, 500F, XL-200P	6	$ 399.00	30%	$ 279.30	$ 1,675.80
110	XL-HC3L	BELT CLIP,METAL	6	$ 30.00	30%	$ 21.00	$ 126.00
120	XL-CH6A	CHARGER, 1-BAY	6	$ 180.00	30%	$ 126.00	$ 756.00
							$ 27,547.80

Lead time is subject to material availability at time of order — **Total Sale Price** **$27,547.80**

Terms and Conditions:

1. *The terms and conditions of this quote are governed by the System Purchase Agreement between Harris Corporation and City of Norman. Please reference MBP #16075.*
2. *Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.*
3. *Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.*

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

Confidential, Proprietary, & Competition Sensitive

APX™ CONTROL HEADS

OPTIMIZING APX MOBILE USABILITY

Mobile radios are ideal for many applications, from a simple in-car installation, to a weatherproof motorcycle mount, to a multi-head fire truck system, to a desktop dispatch position. Whatever you need, our portfolio of control heads helps you get the most from your radio.

02 CONTROL HEAD

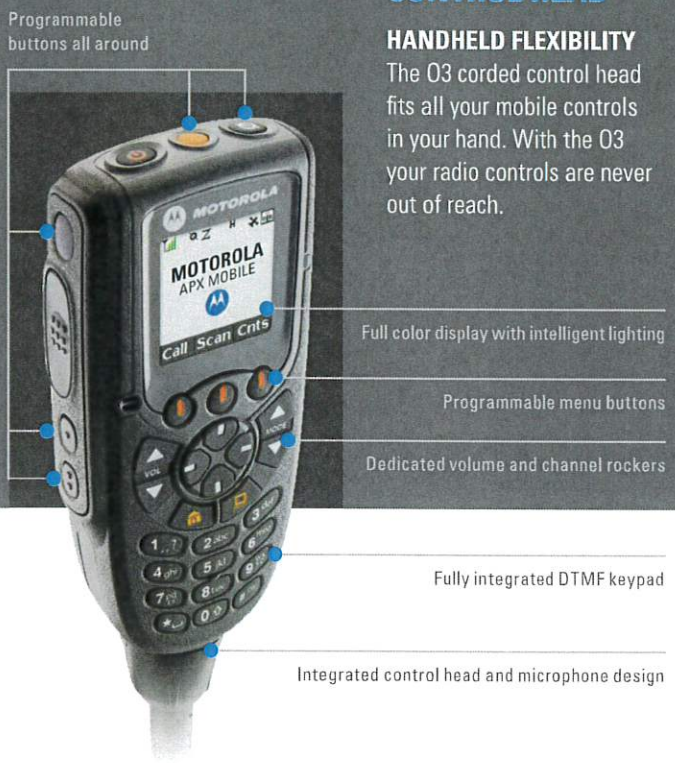
EXTREME USABILITY

The 02 control head provides rugged simplicity for efficient and confident communication. Extreme controls with an easy to read color display and a built-in 7.5 watt speaker provides clear visual and audible user experiences. Available in high impact green or black.

03 HANDHELD CONTROL HEAD

HANDHELD FLEXIBILITY

The 03 corded control head fits all your mobile controls in your hand. With the 03 your radio controls are never out of reach.



APX CONTROL HEADS*

E5 CONTROL HEAD

UNMATCHED READABILTY. OPTIMIZED USABILITY.

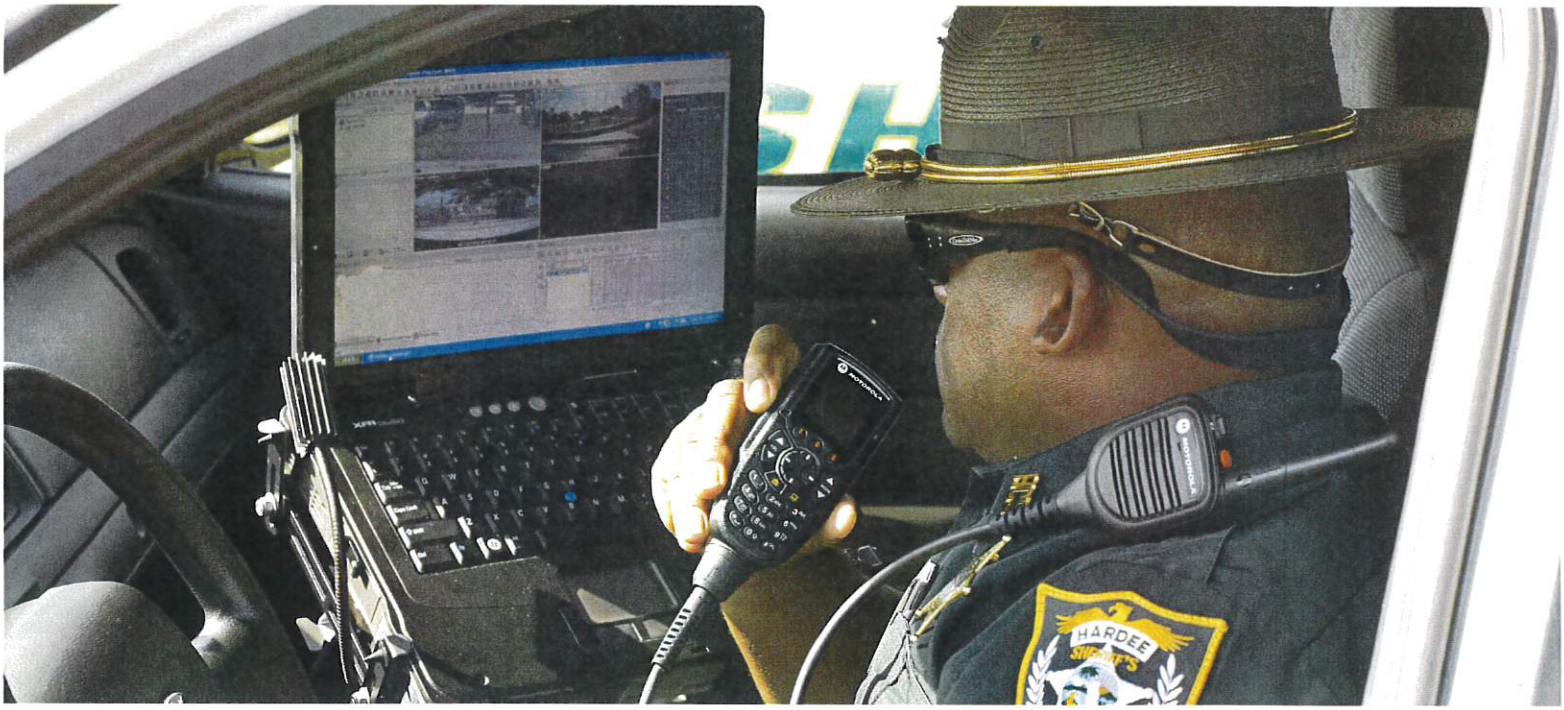
A bright color display and intelligent lighting makes the E5 easy to read under any condition while the optimized tactility and button placement reduces inadvertent actuations.

07 CONTROL HEAD

INTEGRATED MULTI-FUNCTIONALITY

The 07 is a sophisticated control head with a color display and built-in keypad. It can integrate your radio vehicle control into a single ergonomic interface and supports dual radio installations.

* Compatible 05 and 09 control head are not shown.



APX CONTROL HEAD COMPARISON

CONTROL HEAD	02	03	E5	07
MOBILE TRANSCEIVER COMPATIBILITY				
APX Model	APX 8500 APX 6500 APX 4500 APX 1500	APX 8500 APX 6500	APX 8500 APX 6500	APX 8500 APX 6500
CONFIGURATION				
Dash Mount	Y	–	Y	Y
Remote Mount[1]	Y	Y	Y	Y
Multi Control Head[1]	Y	–	Y	Y
Mixed Control Head Configuration[1]	With 07	–	–	With 02
Motorcycle[1]	Y	–	Y	Y
Dual Radio[1]	–	–	Y	Y
Control Station[1]	Y	–	Y	Y
Consolette	–	–	Y	–
FORM FACTOR				
H x W x D, Remote Mount	2.7 x 8.1 x 3.8 in (68 x 206 x 96 mm)	6.0 x 2.4 x 1.5 in (153 x 61 x 38 mm)	2.0 x 7.0 x 3.1 in (51 x 178 x 79 mm)	2.0 x 7.0 x 3.2 in (51 x 178 x 81 mm)

1 With select radios

CONTROL HEAD	02	03	E5	07
DISPLAY CHARACTERISTICS				
Diagonal Display Dimension	2.6 in (66 mm)	1.7 in (43 mm)	3.3 in (84 mm)	2.6 in (66 mm)
Color Display	TFT Transmissive	TFT Transflective	TFT Transmissive	TFT Transmissive
Display Lens	Gorilla Glass	Polycarbonate	Gorilla Glass	Gorilla Glass
Luminance	350 nits	150 nits	1,000 nits	350 nits
Resolution	320 x 144 pixels	130 x 130 pixels	480 x 160 pixels	320 x 144 pixels
# Lines of Text	3	3	3	3
# Character per Line	14	14	14	14
# Lines for Icons	1	2	1	1
# Lines for Soft Menu	1	1	1	1
Intelligent Lighting	Y	Y	Y	Y
Dimming Levels	8	3	8	8
Night Mode	Y	–	Y	Y
Surveillance Mode	Y	Y	Y	Y
Programmable Channel Background Colors	–	–	Y	–
Polarized Sunglasses	Y	Y	Y	Y
DEDICATED CONTROLS				
Programmable Emergency Button	Y	Y	Y	Y
Volume	Multi-function Knob	Rocker Switch	Dedicated Knob	Multi-function Knob
Frequency Channel	Multi-functionKnob	Rocker Switch	Dedicated Knob	Multi-function Knob
Programmable Menu Buttons	4	3	5	4
Integrated DTMF Keypad	–	Y	–	Y
Navigation Controls	2-way	4-way	4-way	4-way
Integrated Speaker	7.5 W	–	–	–
Integrated Microphone	–	Y	–	–
Home Button	Y	Y	Y	Y
Dim Button	Y	Y	Y	Y
Additional Programmable Buttons	–	Y[2]	Y[3]	Y[4]

2 1x Side Top Button, 2x Side Bottom Buttons 1 & 2, 1x Data Botton (Limited features)
3 P-Button
4 Data Button (Limited features)

CONTROL HEAD	O2	O3	E5	O7
INTEGRATED CONTROLS				
Siren/PA	–	Y	–	Y
Light Controls	–	Y	–	Y
Gun Lock	–	Y	Y	Y
EXTERNAL COLLABORATION				
DVRS	Y	Y	Y	Y
SLIM module	Y[5]	Y	Y[5]	Y
DEK	Y	Y[6]	Y	Y
CONNECTIVITY				
Bluetooth Pairing Point[7]	–	–	Touch Pairing	–
ENVIRONMENTAL SPECIFICATIONS				
Operating Temperature	-30 to +60° C	-30 to +60° C	-30 to +60° C	-30 to +60° C
Storage Temperature	-40 to +85° C	-40 to +85° C	-40 to +85° C	-40 to +85° C

5 With Keypad Mic or DEK
6 Requires Whelen Siren
7 Future feature with select radios

For more information, please visit
www.motorolasolutions.com/apx

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com
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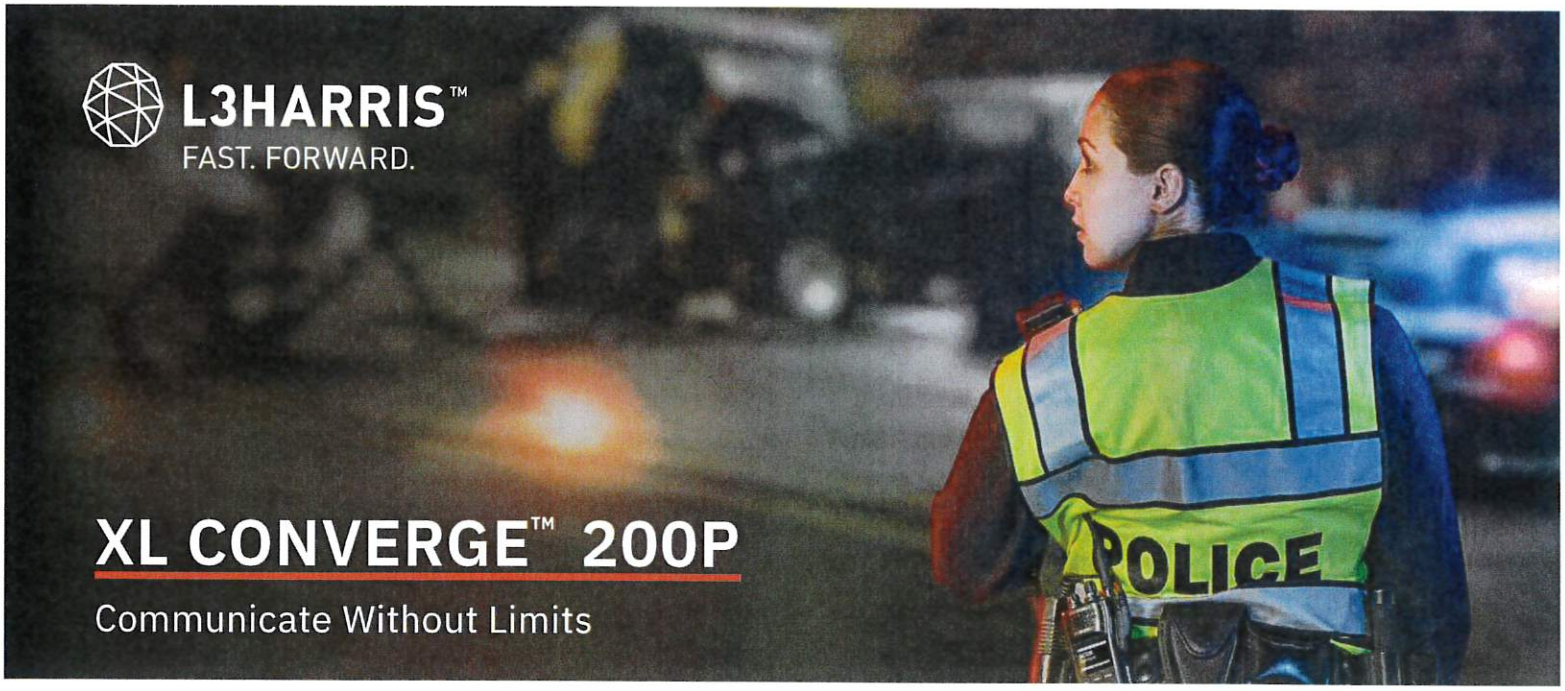


XL CONVERGE™ 200P

Communicate Without Limits

For a radio you can rely on, no matter where the mission may take you, count on the XL Converge.

This radio redefines convergence. What that means to those who use it is simple—never having to second-guess the quality of your connection. The XL Converge™ 200P is a multiband, LTE-capable P25 radio that packs industry-leading technology into a tough, user-friendly frame. Advanced data sharing with built-in Wi-Fi and GPS maximize situational awareness. Crystal clear audio cuts through the background, courtesy of custom speakers and advanced noise cancellation. Ergonmic design and an intuitive interface makes use second-nature, keeping your focus off your radio and on the task at hand. Just like the rest of our XL Radios, the XL Converge™ 200P is:

RELENTLESSLY RELIABLE

XL Radios run on systems that double-down on redundancy, champion open networks, and connect seamlessly with P25-compliant organizations.

POINT-TO-POINT SECURE

Our AES secure configurations are ironclad, keeping your systems safe from threats.

BACKED WITH ALL-IN, 24/7 SUPPORT

Our service packages get your radios up and running and keep them running with preventative maintenance and automatic software upgrades.

Anywhere, anyhow, always-on connection:

- Multiband, LTE-capable, P25 radios
- Built-in Wi-Fi®, Bluetooth® and GPS
- Advanced data sharing
- Secure voice and data encryption
- Crystal clear audio with advanced noise cancellation
- Built to operate in harsh conditions
- Long battery life
- Intuitive and easy to use
- Ergonomic, glove-friendly design

SPECIFICATIONS FOR: XL CONVERGE 200P PORTABLE FULL—SPECTRUM MULTIBAND RADIO

GENERAL

Radio Models:			
Full Keypad	TFT LCD w/DTMF keypad, navigation cluster, soft keys		
Partial Keypad	TFT LCD w/partial keypad, navigation cluster, soft keys		
Dimensions w/Battery (H x W x D)	5.8 x 2.3 x 1.4 in (148.0 x 60.0 x 36.0 mm)		
Weight	**w/ Battery, Antenna and LTE Modem** 18.2 oz (516 g)	**w/Battery and Antenna** 16.2 oz (464 g)	**w/o Battery and Antenna** 10.4 oz (296 g)
Housing Colors	Midnight Black, High-Visibility Yellow and High-Visibility Green		
Interfaces:			
Front Display	320 x 178 pixels, 1.8 inch transflective LCD, 16-bit color with backlight		
Top Display	128 x 32 pixels, 1.1 inch multi-color backlight, sunlight readable		
Keypad	Backlight, 3 soft keys, 5-way navigation key, full DTMF keypad		
Buttons	Large PTT button, on/off knob, volume knob, red emergency button, 16-position top-mounted rotary knob, 2-position concentric switch, 4-position toggle switch, 3 programmable side buttons		
Tx / Rx Indicator	Multi-colored LEDs		
Channel / Talkgroup Capacity	1,250 total conventional channels and 13,824 total talkgroups		
Radio programming	Firmware, personalities and feature set over Wi-Fi		
Transceiver	**Supported Bands** VHF, UHF and 700/800 MHz and LTE (optional)	**Channel Capacity** 12,500 (1,250 per mission plan)	
Environmental:			
Relative Humidity	5% @ 140°F (+60°C), 95% @ 122°F (+50°C)		
Vibration	USDA LMR Standard, Section 2.15 and MIL-STD-810G, Test Method 514.6		
Drop Shock	1.5 meter drop to concrete (exceeds TIA-603-D)		
Immersion[1]	2 meters for 4 hours in accordance with MIL-STD-810G/IP68		
Operating Temperature[2]	-22° to +140°F (-30° to +60°C)		
Storage Temperature[3]	-40° to +176°F (-40° to +80°C)		
Altitude	**Operational** 15,000 feet (4,572 meters)	**In Transit** 40,000 feet (12,192 meters)	
Electrical Input Voltage	7.5 VDC (nominal)		
GPS/GNSS Specifications:	P25 standard Tier 2 and L3Harris in-band		
Channels	52		
Tracking Sensitivity (dBm)	-166 (GPS), -163 (GLONASS)		
Acquisition Sensitivity (dBm)	-146 (GPS)		
Cold Start w/-130 dBm input	<35 seconds		
Hot Start w/-130 dBm input	<1 second		
Safety:			
Hazardous Location Options	Approved for use in the U.S. and Canada in Class I, Division 2 Groups A, B, C and D hazardous locations		
RoHS Compliant			

[1] Optional feature
[2] Extreme low temperatures adversely affect battery life
[3] Store batteries at +25°C ± 5°C

LMR TRANSMITTER

Frequency Bands	VHF*	UHF*	700/800 MHz
Frequency Ranges (MHz): **Option 1 (U.S.)**	136-174	378-522	768-776, 798-806, 806-816, 851-861
Option 2 (International)	136-174	378-522	763-776, 793-806, 806-825, 851-870
Rated RF Power/Talkaround (W)	1-6	1-5	0.5-3
Frequency Stability (-30 to +60°C)	±1.0 ppm	±1.0 ppm	±1.0 ppm
Modulation Limiting (kHz)	2.5, 4, 5 (FM)	2.5, 4, 5 (FM)	2.5, 4, 5 (FM)
Audio Response (dB)	+1/-3	+1/-3	+1/-3
Spurious and Harmonics (dBc)	-80 (FCC Part 90)	-80 (FCC Part 90)	-80 (FCC Part 90)
FM Hum and Noise Companion Receiver (dB):			
@ 25 kHz	70	60	55
@ 12.5 kHz	47	47	45
Audio Distortion (%)	<1.25	<1.25	<1.25
Project 25 Modulation Fidelity (%)	1.0	1.0	1.0
Project 25 Adjacent Channel Power (dBc)	>71	>71	>71

*Full-spectrum multiband VHF and UHF product is compliant with applicable FCC narrowbanding mandate below 512 MHz

SPECIFICATIONS FOR: XL CONVERGE 200P PORTABLE FULL—SPECTRUM MULTIBAND RADIO

REGULATORY DATA

Frequency Range	RF Output	Frequency Stability	FCC Type Acceptance No.	Applicable FCC Rules	Industry Canada Certification No.	Applicable Industry Canada Rules	NTIA Cert. No.
136-174 MHz	6 W	±1.0 ppm	OWDTR-0133-E, OWDTR-0145-E	22, 74, 80, 90	3636B-0133, 3636B-0145	RSS-119	SPS-217 49/1
378-522 MHz	5 W	±1.0 ppm	OWDTR-0133-E, OWDTR-0145-E	22, 74, 80, 90	3636B-0133, 3636B-0145	RSS-119	SPS-217 49/1
768-776 MHz	3 W	±1.0 ppm	OWDTR-0133-E, OWDTR-0145-E	90	3636B-0133, 3636B-0145	RSS-119	
798-806 MHz	3 W	±1.0 ppm	OWDTR-0133-E, OWDTR-0145-E	90	3636B-0133, 3636B-0145	RSS-119	
806-816 MHz	3 W	±1.0 ppm	OWDTR-0133-E	90	3636B-0133	RSS-119	
806-825 MHz	3 W	±1.0 ppm	OWDTR-0145-E	90	3636B-0145	RSS-119	
851-861 MHz	3 W	±1.0 ppm	OWDTR-0133-E	90	3636B-0133	RSS-119	
851-869 MHz	3 W	±1.0 ppm	OWDTR-0145-E	90	3636B-0133	RSS-119	
2402-2480 MHz	0.2 W	N/A	OWDTR-0133-E, OWDTR-0145-E	15	3636B-0133, 3636B-0145	RSS-119	
5180-5825 MHz	0.1 W	N/A	OWDTR-0133-E, OWDTR-0145-E	15	3636B-0133, 3636B-0145	RSS-119	

LMR RECEIVER

Frequency Bands	VHF	UHF	700/800 MHz
Frequency Ranges (MHz):			
Option 1 (U.S.)	136-174	378-522	768-776, 851-861
Option 2 (International)	136-174	378-522	763-776, 851-870
Channel Spacing (kHz)	25 (wideband*), 12.5 (narrowband), 6.25 equiv (TDMA P25 Phase 2)		
Frequency Stability (-30 to +60°C)	±1.0 ppm	±1.0 ppm	±1.0 ppm
Sensitivity (dBm):			
@ 12 dB SINAD	-122	-121	-121 (700 MHz) -120 (800 MHz)
Project 25 Reference Sensitivity (dBm):			
@ 5% BER	-122	-121	-120.5
Analog Selectivity (dB):			
@ 25 kHz	77	77	74
@ 12.5 kHz	71	70	64
Project 25 Adjacent Channel Rejection (dB)	66.2	62.2	62
Offset Channel Selectivity (dB):			
@ NPSPAC	N/A	N/A	30
Intermodulation (dB)	80	81	77
Spurious and Image Rejection (dB)	90	87	80
FM Hum and Noise (dB):			
@ 25 kHz	-60	-60	-55
@ 12.5 kHz	-55	-53	-50
Audio Output - Rated / Max (mW)	1500/4000	1500/4000	1500/4000
Audio Distortion @ Rated Power (%)	1.1	1.1	1.1

*Full-spectrum multiband VHF and UHF product is compliant with applicable FCC narrowbanding mandate below 512 MHz

ENVIRONMENTAL STANDARD

Applicable MIL-STD	Parameter	Methods	Procedure/Categories
MIL-STD-810G*	Low pressure	500.5	1, 2
	High temperature	501.5	1, 2
	Low temperature	502.5	1, 2
	Temperature shock	503.5	1
	Solar radiation	505.5	1
	Contamination by fluids	504.1	2
	Rain	506.5	1, 3
	Humidity	507.5	2
	Salt fog	509.5	1
	Blowing dust and sand	510.5	1, 2
	Explosive atmosphere	511.5	1
	Immersion in water**	512.5	1
	Vibration (minimum integrity)	514.6	1, Category 24
	Vibration (basic transportation)	514.6	1, Category 4
	Shock (functional/basic)	516.6	1
	Shock (transit drop)	516.6	4
	Shock (bench handling)	516.6	6
IEC 60529	Dust-tight, continuous immersion in water**		IP68

*Also meets equivalent superseded MIL-STD-810D, -E and -F
**Optional feature

BROADBAND

LTE Protocol	3GPP Release 11, Category 12, Power Class 3 UE with support for QoS QCI
North America LTE Option	FCC ID: N7NEM75S 4G LTE Bands: B2, B4, B5, B12, B13, B14, B17, B29*, B30*, B66 3G Bands: B2, B5 Carrier Certification: FirstNet, AT&T, Verizon
International LTE Option (In selected countries)	4G LTE Bands: B1, B3, B5, B7, B8, B28 3G Bands: B1, B5, B8
Wi-Fi	802.11 b/g/n 2.4 GHz and 5 GHz; supports 24 preconfigured and 8 user configured networks
Bluetooth	Bluetooth 4.0 (128-bit encryption)

*Downlink only for Carrier Aggregation

SPECIFICATIONS FOR: XL CONVERGE 200P PORTABLE FULL—SPECTRUM MULTIBAND RADIO

DIGITAL OPERATION

Protocol	ProVoice™	P25
Vocoding Method	AMBE+2™ enhanced full rate	AMBE+2 enhanced full rate and enhanced half rate
Signaling Rate (kbps)	9.6	9.6
Modulation	GFSK	Phase 1 Tx: C4FM, Rx: C4FM and WCQPSK
L3Harris Failsoft operation	Switch to site trunking mode (for L3Harris infrastructure) or P25 conventional	

ENCRYPTION

Encryption Algorithms	Voice Encryption: Single-key AES/DES, Multiple-key AES/DES, DES-OFB, Encryption Lite (ARC4), 256-bit AES P25, 64-bit DES Control Channel Encryption: 128-bit AES (LLA)
Encryption Keys per Radio	Capable of storing 128 keys (128 AES, 64 DES), store up to 5 UKEKs per radio
Keying	L3Harris Key Loader, Over-the-Air Rekeying (OTAR) for respective UKEKs, Motorola KVL 3000+/4000
Standards	FIPS 140-2, FIPS 197

BATTERIES

Type	Dimensions (H x W x D)	Weight	Capacity (mAh)
Li-Ion	3.0 x 2.3 x 0.9 in	4.8 oz (136 g)	3100

ACCESSORIES

The XL-200P is available with a selection of dependable L3Harris accessories that operate in a range of environments. Several are shown below.

Headsets

The XL-200P can be used with a wide variety of headsets and covert audio accessories to provide a complete user-gear solution for the industrial, Public Safety, Utility, and Transportation markets. Heavy-duty and lightweight headsets are available with in-ear or over-the-ear hearing protection, flexible boom microphones with noise-reduction technology, and standard or remote PTTs. In addition, the XL-200P can be used with Bone Conducting Skull Headsets and Throat Microphone/Headset Kits. Covert audio kits are available in black or beige, 2-wire or 3-wire configurations with ear-piece, microphone and PTT.

3-Wire Mini-Lapel Microphone

Tactical Headset

Speaker Microphones

L3Harris offers a versatile line of speaker microphones for the XL-200P.

Standard Mic

REVO NC2 Speaker Mic

Advanced Bluetooth Speaker Mic

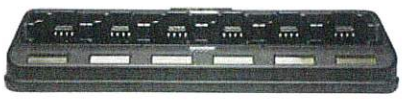
500 Fire-Rated Speaker Mic

Chargers

L3Harris offers a variety of chargers for the XL-200P: Single-Bay, 2-Bay, Multi-Bay and a Vehicular Charger for in-car charging. The chargers are designed to quickly and safely charge battery packs in approximately 1 to 4 hours.

Single-Bay Charger

2-Bay Charger



Multi-Bay Charger*

Vehicular Charger*

Additional Accessories Available

Bluetooth speaker microphones, Bluetooth covert earpieces, standard speaker microphones, Lithium Ion battery, PC programming software and cables, other subminiature surveillance accessories, and antennas.

*Accessories unavailable in Brazil

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Non-Export Controlled Information

L3Harris Technologies is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.

L3HARRIS™
FAST. FORWARD.

1025 W. NASA Boulevard
Melbourne, FL 32919

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Request authorization to purchase iSimulate REALITi – Plus System totaling $16,125.00.

INITIATOR: Joey Wiedel, Fire Chief

STAFF INFORMATION SOURCE: Joey Wiedel, Fire Chief / Joe Sherrell, EMS Chief

BACKGROUND: Increasing the number of advanced level EMS providers and progression towards EMS transport there is an increased need for EMS training and simulations.

The iSimulate REALITi – Plus system allows for the simulation of multiple vital signs, ECG rhythms, capnography waveforms, and breath sounds. The system allows the instructor to change vital signs real time based on the treatment provided by the student. The total cost for the iSimulate REALITi – Plus system is $16,125.00.

EXHIBITS: See Attached

KEY ISSUE: The authorization to purchase iSimulate REALITi-Plus system for a total cost of $16,125.00.

Funding Source: Capital Improvement Funds

COUNCIL ACTION: Approve or deny the purchase of iSimulate REALITi – Plus system for a total cost of $16,125.00.

RECOMMENDATION: Approve the purchase of iSimulate REALITi – Plus system for a total cost of $16,125.00.

Meeting Date: 07-25-2022
Location: City

iSimulate USA
Albany Medical Center – BACC 43 New Scotland Ave (MC #25)
Albany
NY
United States 12208

Quote

Date Created: Jul 18, 2022
Valid Until: Aug 18, 2022
Quote Number : 11122

BILL TO:

116 W Needles Ave.
Bixby
OK
United States
74008

SHIP TO:

116 W Needles Ave.
Bixby
OK
United States
74008

Account Name:**Bixby Fire Department**
Contact Name:**Joe Sherrell**

Currency:USD

S.No.	Product Details	Qty	List Price	Total
1.	**REALITi - Plus (AHA) K-RPLUS** Includes: - REALITi Software with 1 Premium Screen-LIFE PAK 15 - Simulation Hard Case - Carry Case - Simulation Lead Set (Adult) - USB Hub - Protective Controller Hard Cover - 12.9" Monitor Tablet - 10.2" Controller Tablet - Wi-Fi Router - Portable Battery Pack - Configuration & Set-Up - 1 Year Support	1	$ 8,995.00	$ 8,995.00
2.	**Video-Module M-VIDEO** Video Module Software and Hardware Kit Includes: - Video Module Software - 10.2" Camera Tablet - Media System - Tripod - Apple TV - HDMI Cable - Configuration & Setup	1	$ 2,995.00	$ 2,995.00
3.	**CPR - Module M-CPR** Includes: - CPR Module Software - CPR Wristband x 2 - CPR Sensor x 2 - CPR Clip - CPR Puck	1	$ 1,495.00	$ 1,495.00
4.	**REALITi SimScope M-RSCOPE** REALITi SimScope - Standard adult sound library consisting of heart, lung and bowel sounds *Please note: Requires an active REALITi license to operate	1	$ 2,495.00	$ 2,495.00

Sub Total	**$ 15,980.00**
Tax/GST	$ 0.00
Shipping	$ 145.00
Grand Total	**$ 16,125.00**

Terms and Conditions

REALITi PRO

by iSimulate

screen recording

CPR feedback

screen sharing

virtual simulation

education

live simulation

rhythm generation

REALITi PRO THE VITAL SIGN SIMULATION SYSTEM

REALITi PRO INCLUDES ALL FEATURES OF GO, PLUS & MORE

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- 5 premium screens
- Live 12 leads ECGs and ECG advanced functions
- Additional numeric values
- Preserve CO2 (CPR)
- Life in the Fast Lane media
- Multiple Covid19 scenarios
- Checklists
- Training management system
- Critical Care Waveforms
- CPR module
- Video module

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CARESCAPE

ZOLL X

PHILIPS MRXH

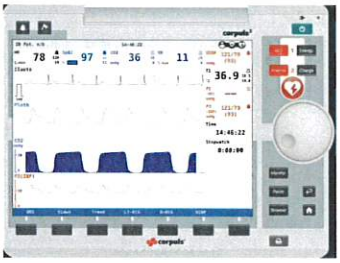
Want to train like a Pro? REALITi Pro gives you access to our entire training suite, including CPR feedback, video debrief & your choice of 5 premium screens.

For more information, call +1-518-261-1700 or visit iSimulate.com/realiti360

iSimulate

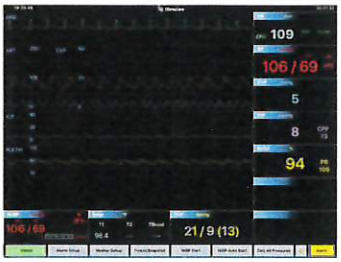
ZOLL EMV+ VENTILATOR

CORPULS[1]® PATIENT MONITOR



CORPULS[3]® PATIENT MONITOR

CORPULS® AED DEFIBRILLATOR



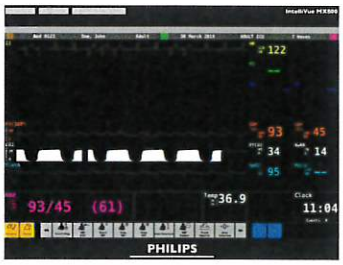
CARESCAPE™ B40 PATIENT MONITOR

LIFEPAK® 1000 PATIENT MONITOR

LIFEPAK® 15 PATIENT MONITOR

LIFEPAK® 20 PATIENT MONITOR

MEDTRONIC CAPNOSTREAM™ 35 PATIENT MONITOR



PHILIPS INTELLIVUE MX800 PATIENT MONITOR

PHILIPS HEARTSTART MRX EMERGENCY CARE PATIENT MONITOR

PHILIPS HEARTSTART MRX FOR HOSPITAL USE PATIENT MONITOR

WELCH ALLYN CONNEX®
VSM 6000 PATIENT MONITOR

ZOLL® PROPAQ® MD
PATIENT MONITOR

ZOLL® R SERIES®
PATIENT MONITOR

ZOLL® X SERIES®
PATIENT MONITOR

SCHILLER DEFIGARD TOUCH 7
PATIENT MONITOR

SCHILLER PHYSIOGARD TOUCH 7
PATIENT MONITOR

TEMPUS PRO
PATIENT MONITOR

TEMPUS LS
PATIENT MONITOR

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance # 2400 Comprehensive Plan Amendment (BXCP-22.03) to the Bixby Comprehensive Plan, for "The Preserve" located NE/c (northeast corner) East 171st Street and South Sheridan Road, Section 26, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant requested an amendment to the Bixby Comprehensive Plan Land Use Map from Commercial Shopping and Rural Residential to Residential Single-Family (RS-3) with the Planned Unit Development (BXPUD-22.05).

Heard on June 21, 2022, at the regular Planning Commission meeting, this item was approved unanimously for consideration by City Council. The Planning Commission expressed the need to protect the commercial areas designated by the Comp Plan, and the applicant agreed to modify the plan to include a commercial area.
On June 27, 2022 Justin Morgan of Tanner Consulting presented the proposed Comp Plan Amendment, which Council voted to continue to allow the applicant to include commercial shopping with the same square footage that the Comprehensive Land Use Map showed.
July 11, 2022 Mr. Morgan presented a proposed 5 acres at the corner of East 171st Street and South Sheridan Road.
Discussion ensued and a compromise was reached with the applicant cutting in 10 acres of commercial development area along South Sheridan Road and East 171st Street South.

EXHIBITS: Ordinance #2400

KEY ISSUE: Approve

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of Ordinance # 2400 Comprehensive Plan Amendment (BXCP-22.03) to the Bixby Comprehensive Plan, for "The Preserve" located NE/c (northeast corner) East 171st Street and South Sheridan, Section 26, Township 17N, Range 13E.

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: City Council

Published in the Tulsa World,
City of Tulsa, Tulsa County, Oklahoma _____, 2022

ORDINANCE NO. 2400

AN ORDINANCE AMENDING ORDINANCE NUMBER 2267; A MINOR AMENDMENT TO THE 2018 COMPREHENSIVE PLAN AS LOCATED

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4), LESS AND EXCEPT THE WEST 350 FEET THEREOF, THE EAST HALF OF SOUTHWEST QUARTER (E/2 OF SW/4), AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 OF SE/4), ALL IN SECTION 26, TOWNSHIP 17 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA.

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

Section 1. That Ordinance No. 2267 be and the same is now amended and the following described, to-wit:

AMENDMENT OF THE 2018 COMPREHENSIVE PLAN, "BIXBY 2030, OUR VISION, OUR FUTURE" INCLUDING:

TO REDESIGNATE THE MAP FROM ITS CURRENT DESIGNATION TO "MEDIUM DENSITY RESIDENTIAL AT THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4), LESS AND EXCEPT THE WEST 350 FEET THEREOF, THE EAST HALF OF SOUTHWEST QUARTER (E/2 OF SW/4), AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 OF SE/4), ALL IN SECTION 26, TOWNSHIP 17 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA.

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ___**-YES,** ___**-NO,** ___**-ABSTAINING,** ___**-ABSENT**, on this 25th day of July 2022.

_____
Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ___**-YES,** ___**-NO,** ___**-ABSTAINING,** ___**-ABSENT**, on this 25th day of July 2022.

_____
Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

_____
City Clerk

APPROVED:

_____
City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of the Rezone (BXZO-22.04) and Planned Unit Development (BXPUD-22.05) for "The Preserve" located NE/c (northeast corner) East 171st Street and South Harvard, Section 26, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant requests a Rezone (BXZO-22.04) with supplemental underlying zoning Planned Unit Development (BXPUD-22.05) from Agriculture (AG) to Residential Single-Family Dwelling (RS-3).

At a later date the applicant will submit a request for an amendment to the PUD to allow for a zoning change from agriculture to CS for the 10 +/- acres located at the corner of East 171st and South Sheridan Road.

Planning Commission on July 18, 2022 unanimously recommended approval to the Rezone and PUD with changes as noted to the specific development areas.

EXHIBITS:

Noted changes to the PUD as requested by Planning Commission
Comparison to requested changes and revised PUD
Staff Report
City of Bixby Zoning Map
Conceptual Site Plan
PUD booklet

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Rezone (BXZO-22.04) and with staff recommendations and requested changes to the Planned Unit Development (BXPUD-22.05).

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: City Council

NOTED CHANGES IN DEVELOPMENT AREAS

As requested by Planning Commission on 7/18/2022

A separate document is to be filed with Tulsa County regarding the HOA being responsible for maintenance of the "Open Spaces" within The Preserve.

Masonry shall be at 75% with the sides and rear of structures to be 100% masonry

Cottage lots to be gated verbiage in the Deed of Dedication

Reserve Lots changed to Estates Lots:

Min. lot type ratio – 10%

Max. lot type ratio – 50%

Min. lot width – 100ft

Min. dwelling Sq. Ft. – 2,500

Estates lots changed to Reserve Lots:

Min. lot type ratio – 15%

Max. lot type ratio – 65%

Min. lot width – 70ft

Min. dwelling sq. ft. – 2,200

Villas Lots:

Min. lot type ratio – 25%

Max. lot type ratio – 65%

Min. lot width – 65ft

Min. dwelling sq. ft. – 1,650

Cottage Lots (Gated):

Min. lot type ratio - 5%

Max. lot type ratio – 10%

Min. lot width – 60ft

Min. dwelling size sq. ft. – 1,500

Reserve Lots:

Min. lot type ratio – 5%

Max. lot type ratio – N/A

Min. lot width – 90ft

Min. dwelling sq. ft. – 2,500

Estate Lots:

Min. lot type ratio – 15%

Max. lot type ratio – N/A

Min. lot width – 70ft

Min. dwelling size sq. ft. – 2,200

Villas Lots:

Min. lot type ratio – 30%

Max. lot type ratio – 70%

Min. lot width – 60ft

Min. dwelling size sq. ft. – 1,650

Cottage Lots (Gated):

Min. lot type ratio – 0%

Max. lot type ratio – 15%

Min. lot width – 55ft

Min. dwelling size sq. ft. – 1,500

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Donna Crawford, Assistant City Planner

Date: Monday, July 18, 2022

Name: The Preserve

RE: Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.05)

Location: Northeast corner (NE/c) East 171st Street South & South Sheridan Road

STR: Section 26, Township 17N, Range 13E

Applicant: Tanner Consulting, LLC

Request:

Tanner Consulting, LLC is requesting a Comprehensive Plan Amendment (BXCP-22.03), Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.05) approval for The Preserve.

Description:

The applicant is requesting a Comprehensive Plan Amendment (BXCP-22.03) with an accompanying Rezone (BXZO-22.04) and Planned Unit Development (BXPUD-22.05).

The current Comprehensive Land Use Map indicates Commercial and Neighborhood Commercial on what is commonly referred to as the "hard corner" and Rural Residential on the remaining parcel.
The applicant has filed an application to Rezone from Agriculture (AG) to Medium Density, Single-Family Residential (RS-3) which can be facilitated by the PUD if approved.

The Preserve features four (4) distinct neighborhood styles connected by streets, sidewalks, trails, and ample connected open space reserve areas.

Existing Zoning; Use:

Agriculture (AG); Vacant

Abutting Zoning; Use:

North: (AG) Agriculture; Single-Family Dwelling
East: (AG) Agriculture; Vacant
South: (AG) Agriculture; Single-Family Dwellings
West: (AG) Agriculture; Vacant

Proposed Zoning; Uses:

(RS-3) Residential Single-Family; Single-Family Dwellings

Location:

Northeast corner (NE/c) East 171st Street South and South Sheridan Road

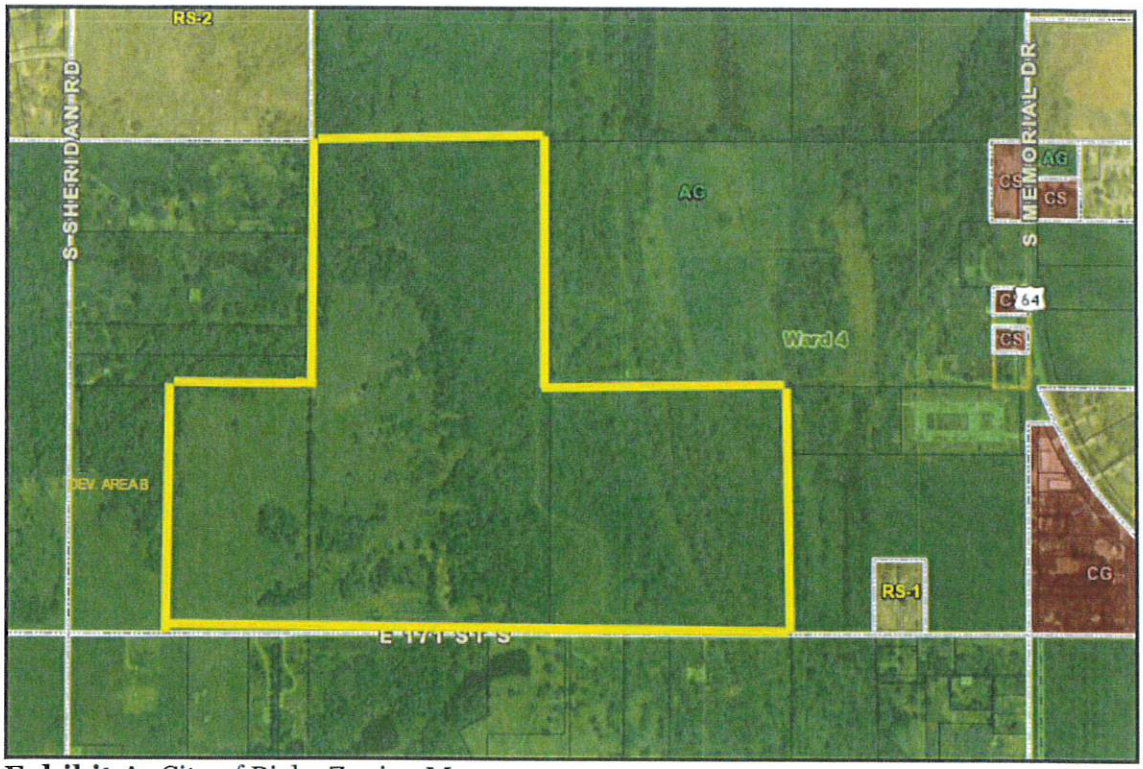


Exhibit A: City of Bixby Zoning Map

Project Overview:

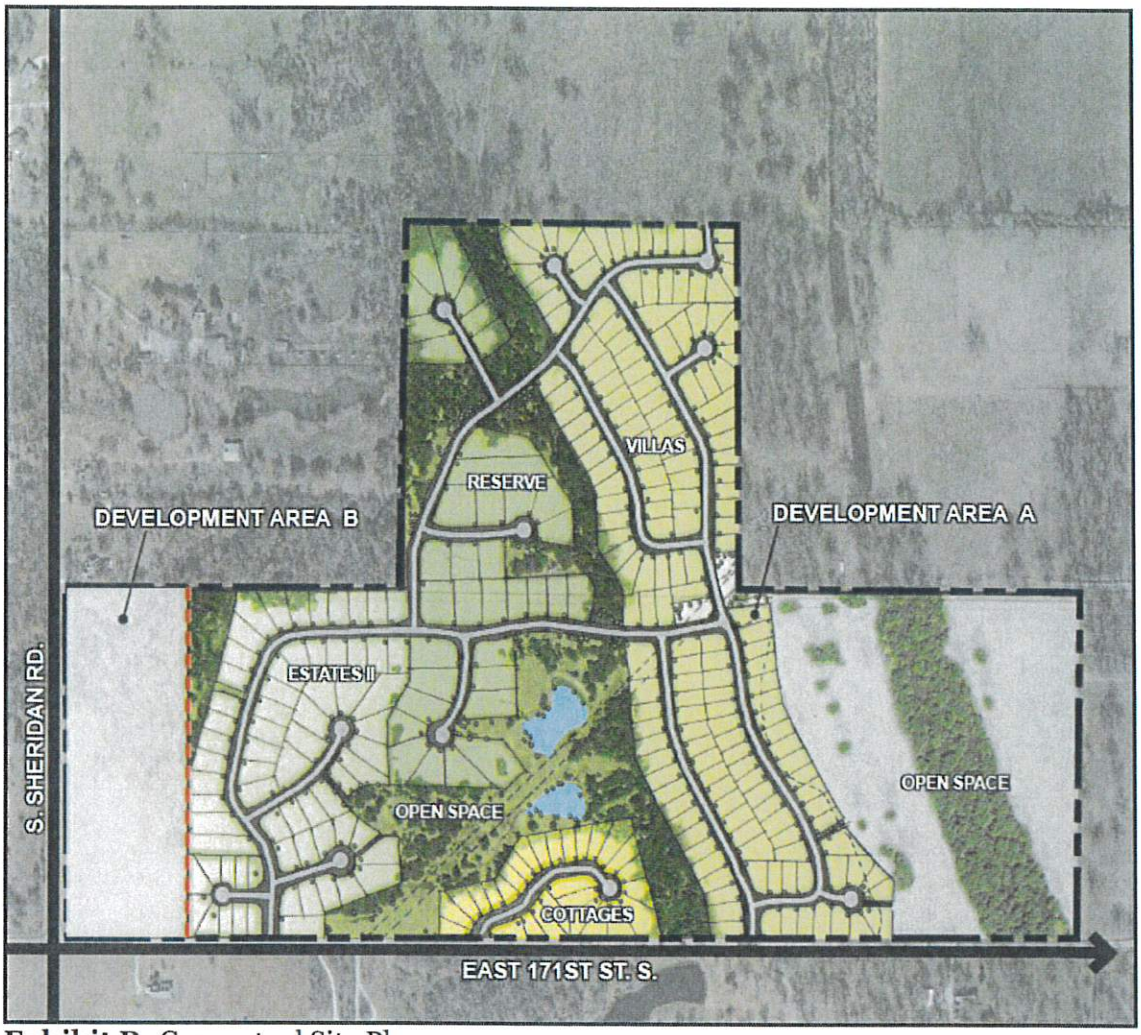


Exhibit B: Conceptual Site Plan

Development Standards Area A:

Acres: 149.182 +/-	Number of Lots: 484	Min. Land Area DU 8,400 sf

Development Standards Area B:

Gross Land Area: 461, 137 sf	Net Land Area: 461,137 sf	Acres: 10.586

Reserve Lots Development Area:

Min. Lot Type Ratio: 5% of PUD	Min. Lot Width: 90 ft.	Min. Livable Space per DU: 4,000 sf
Max. Lot Type Ratio: 50% per PUD	Min. Lot Size: 12,000 sf	Min. Dwelling Size: 2,500 sf

Estates Lots Development Area:

Min. Lot Type Ratio: 15% of PUD	Min. Lot Width: 70 ft.	Min. Livable Space per DU: 4,000 sf
Max. Lot Type Ratio: 65% of PUD	Min. Lot Size: 9,500 sf	Min. Dwelling Size: 2,200 sf

Villas Lots Development Area:

Min. Lot Type Ratio: 25% of PUD	Min. Lot Width: 60 ft.	Min. Livable Space per DU: 4,000 sf
Max. Lot Type Ratio: 75% of PUD	Min. Lot Size: 6,900 sf	Min. Dwelling Size: 1,650 sf

Cottage Lots Development Area (Gated):

Min. Lot Type Ratio: 5% of PUD	Min. Lot Width: 55 ft.	Min. Livable Space per DU: 2,500 sf
Max. Lot Type Ratio: 55% of PUD	Min. Lot Size: 5,500 sf	Min. Dwelling Size: 1,400 sf

Amenity Description:

Trails and ample open space Reserve areas.

Utilities/Site Area:

Water: 8" running North/South along South Sheridan Road
8" running East/West along 171st Street South

Sanitary Sewer: the nearest gravity sanitary sewer is an 8" located at the northwest corner (NW/c) of Lot 1, Block I, "Hadlee Manor"

Stormwater: the site will be included in the Snake Creek master drainage plan being prepared at this time.

Engineering Review Comments:

Not available at this time

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

Staff supports the Planning Commission recommendation for approval of the requested Rezone and Planned Unit Development

Attachments:

Exhibit A: City of Bixby Zoning Map
Exhibit B: Conceptual Site Plan
Exhibit C: PUD booklet

Project Overview:

Exhibit B: Conceptual Site Plan

Development Standards Area A:

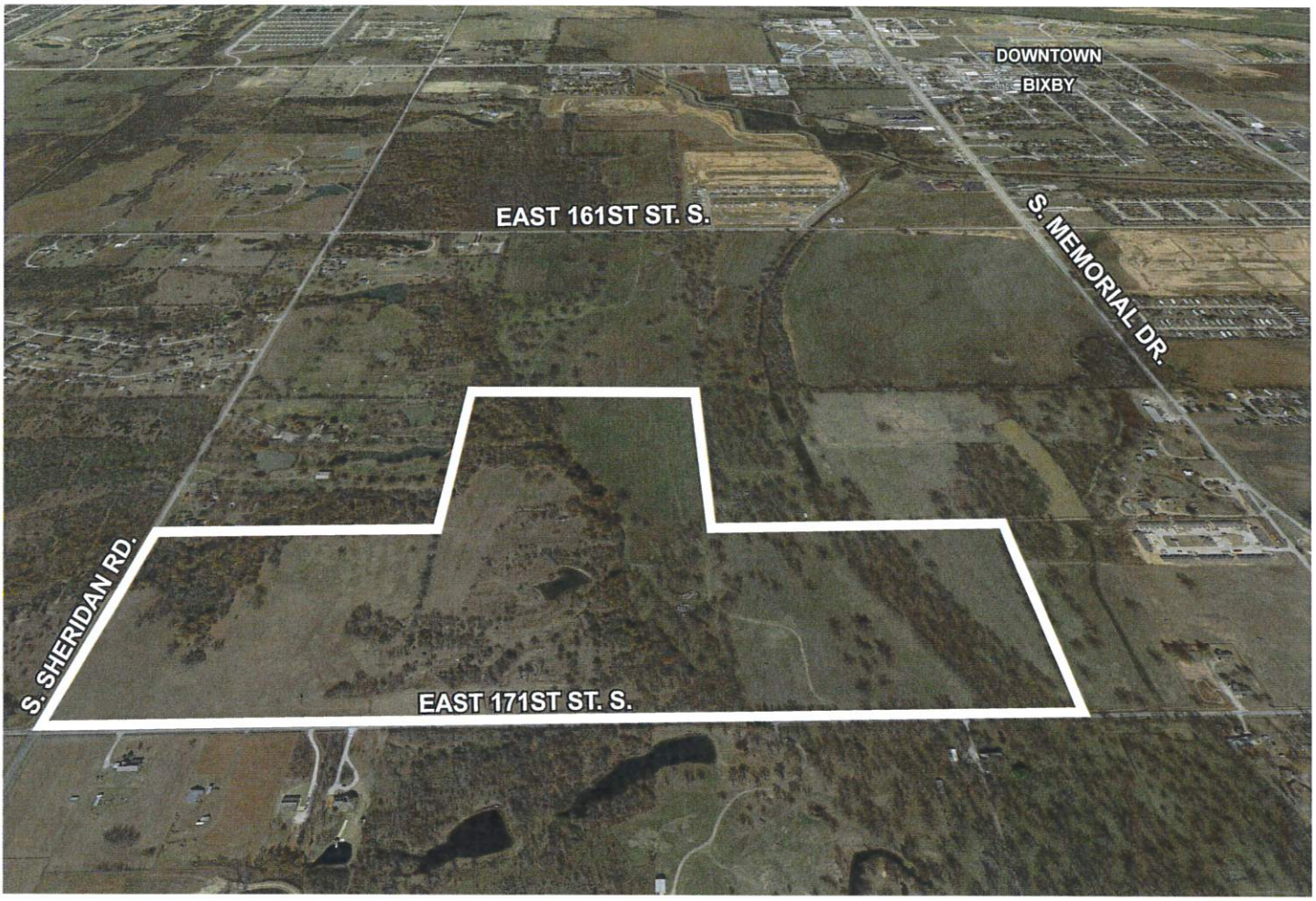
Acres:	Number of Lots:	Min. Land Area DU
149.182 +/-	484	8,400 sf

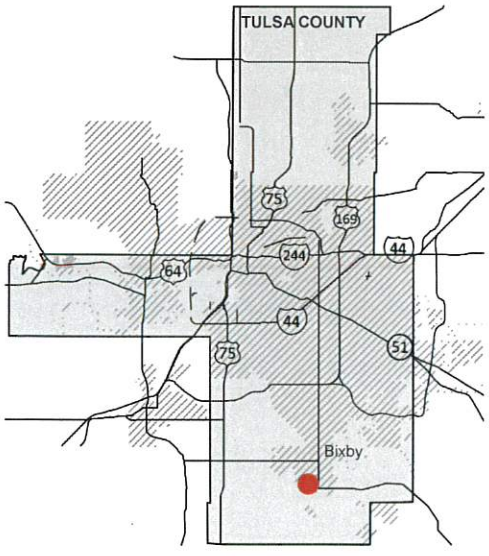
Development Standards Area B:

Gross Land Area:	Net Land Area:	Acres:
461, 137 sf	461,137 sf	10.586

The Preserve

A PLANNED UNIT DEVELOPMENT (PUD) OF APPROXIMATELY 159.768 ACRES
LOCATED AT THE NORTHEAST CORNER OF EAST 171ST STREET SOUTH AND SOUTH SHERIDAN ROAD
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA





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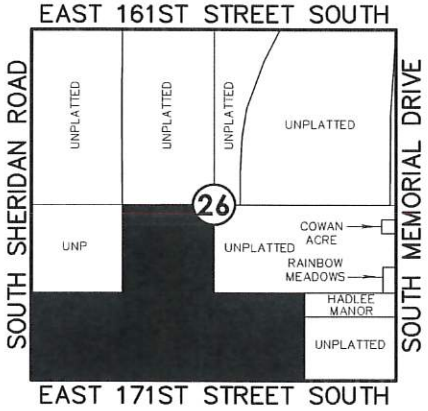

T 17 N

Location Map

JULY 19, 2022

OWNER:
MCCUTCHIN ET AL.
C/O PRECISION PROJECT MANAGEMENT
DANIEL RUHL
9128 S BRADEN AVE
SUITE 201
TULSA, OK 74137
ASHERHOMES.DR@GMAIL.COM

APPLICANT/CONSULTANT:
TANNER CONSULTING LLC
5323 S LEWIS AVE
TULSA, OK 74105
(918) 745-9929

NORTH

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Exhibit C: Existing and Proposed Utilities

Exhibit D: Existing Soils

Exhibit E: FEMA Floodplain Map

Exhibit F: Existing Zoning Map

Exhibit G: Proposed Zoning Map

Exhibit H: Existing Comprehensive Plan Map

Exhibit I: Proposed Comprehensive Plan Map

I. PROPERTY DESCRIPTIONS

The Preserve consists of 159.768 acres located at the northeast corner of East 171st Street South and South Sheridan Road in the City of Bixby, Oklahoma, and is more particularly described with the following statement:

> PER DEEDS FILED OF RECORD WITH THE COUNTY CLERK OF TULSA COUNTY, STATE OF OKLAHOMA, AS DOCUMENT NUMBERS 2020050948, 2020068501, AND 2020079040:
>
> THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4) AND EAST HALF OF SOUTHWEST QUARTER (E/2 OF SW/4) AND THE SOUTHWEST QUARTER [OF THE SOUTHEAST QUARTER] (SW/4 OF SE/4)... ALL IN SECTION 26, TOWNSHIP 17 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA.

The above-described property will hereinafter be referred to as the "Site" or "Subject Property" and is depicted on Exhibit A, "Aerial Photography & Boundary Depiction."

Development Area A consists of 149.182 acres and is more particularly described within the following statement:

> THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4), LESS AND EXCEPT THE WEST 350 FEET THEREOF, THE EAST HALF OF SOUTHWEST QUARTER (E/2 OF SW/4), AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 OF SE/4), ALL IN SECTION 26, TOWNSHIP 17 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA.

Development Area B consists of 10.586 acres and is more particularly described within the following statement:

> THE EAST HALF OF SOUTHWEST QUARTER (E/2 OF SW/4), THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 OF SE/4), AND THE WEST 350 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4), ALL IN SECTION 26, TOWNSHIP 17 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA.

II. DEVELOPMENT CONCEPT

The Preserve is a master planned, single-family residential development of 159.768 acres located at the northeast corner of East 171st Street South and South Sheridan Road in the City of Bixby, Oklahoma. The Preserve features four (4) distinct neighborhood styles connected by streets, sidewalks, trails, and ample, connected open space Reserve Areas. Neighborhood styles include larger, "Reserve" lots with typically 90' lot widths, "Estate" lots with customarily 70' lot widths, "Villas" lots with customarily 60' lot widths, and "Gated Cottage" lots with typically 55' lot widths.

The Preserve is proposed to be developed as a Planned Unit Development (PUD) in order to enable the use of private, gated streets, the unique mix of neighborhood styles, and flexibility on development standards for the "Villas" and "Gated Cottage" lots. Together with the preservation of unique natural features within extensive opens space reserves, the varied home and lot designs will result in a new neighborhood with unparalleled character.

As outlined in the Bixby Zoning Code, this PUD is intended to provide a unified treatment of the development possibilities of the project site, to permit innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties, to permit flexibility within the development to best utilize the unique physical features of the subject property, to provide and preserve meaningful open space, and to achieve a continuity of function and design within the development.

The City of Bixby 2018 Comprehensive Plan Future Land Use map designates the majority of the site as "Rural Residential", with the northeast corner of the intersection of East 171st Street South and South Sheridan Road designated "Commercial" and "Neighborhood Commercial", Exhibit H is an excerpt of the existing Future Land Use map including the site. To facilitate this PUD, a companion application (BXCP-22.03) has been filed for Minor Amendment to the Comprehensive Plan to redesignate the map from its current designations to "Medium Density Residential," which is consistent with the requested RS-3 zoning. Per input provided by the Planning Commission June 21, 2022 and City Council conditional approval July 11, 2022, the original amendment application was modified to keep the "Commercial" designation and reconfigure same as represented on Exhibit I. Upon approval by ordinance, the new "Commercial" designation will be 350' deep, measured from the Sectionline, along the site's entire Sheridan Road frontage.

To further facilitate this PUD, a companion application (BXZO-22.04) has been filed to rezone the site from AG Agricultural District to RS-3 Single-Family Residential District. Based on the City Council's July 11, 2022 conditional approval of BXCP-22.03, the portion of the site to be designated "Commercial" on the Comprehensive Plan will not support RS-3 zoning, and commercial zoning was not included in the application or advertised to the public.[1] Therefore, BXZO-22.04 has been amended to remove this "Commercial" area. A subsequent rezoning application will be required to activate this "Development Area B" for nonresidential development. Existing zoning is reflected on Exhibit F and proposed zoning is reflected on Exhibit G of this PUD.

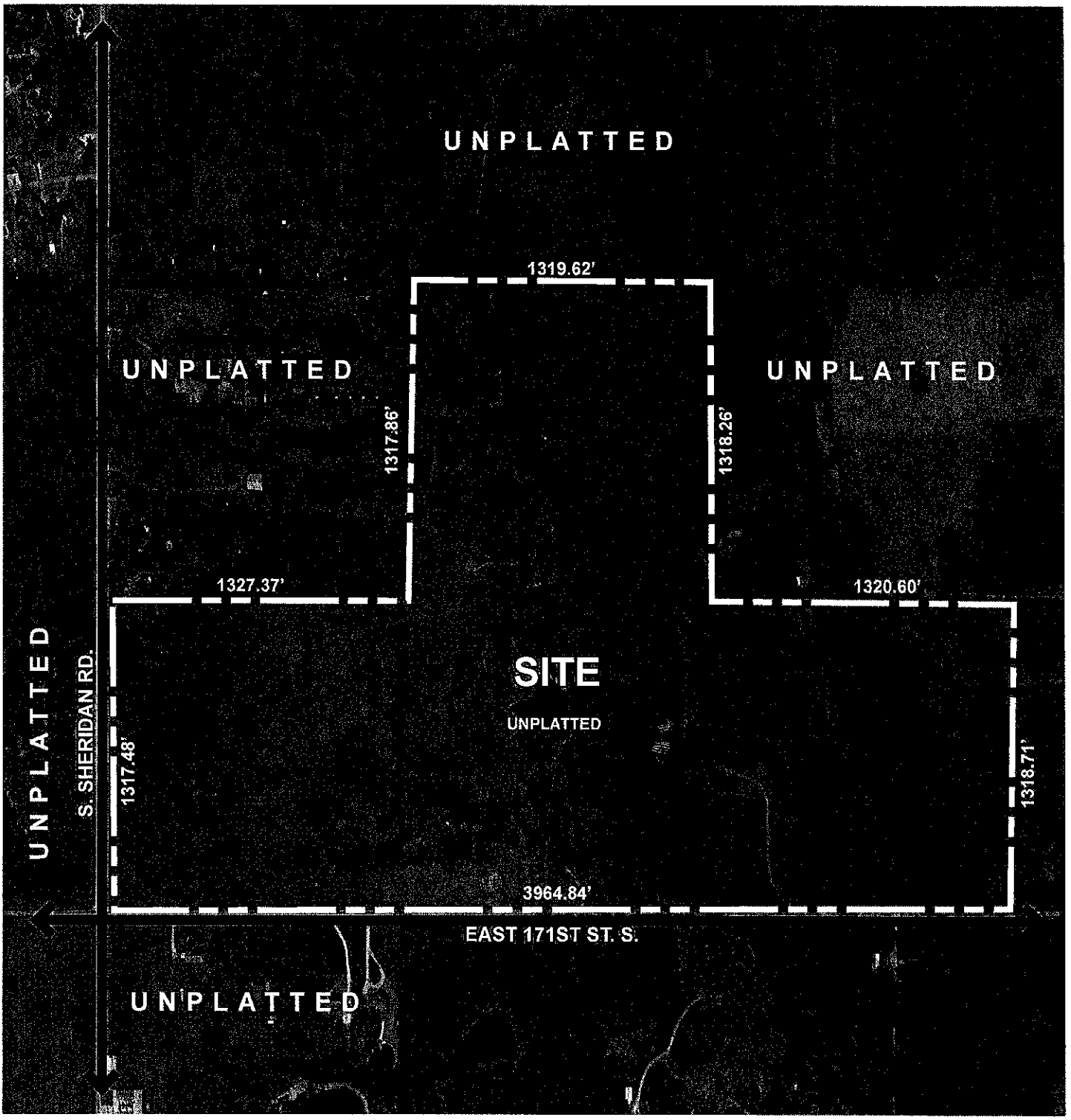
The PUD will allow the most efficient use of the land which is harmonious with the surrounding land uses, as represented on Exhibit A, "Aerial Photography & Boundary Depiction." A conceptual site plan depicting the design features and proposed Development Areas is provided on Exhibit B "Conceptual Site Plan." Final Development Area boundaries and areas shall be established by required PUD subdivision plats, provided that the maximum number of dwelling units shall be maintained. The PUD shall be developed in accordance with the use and development regulations of the City of Bixby Zoning Code, except as otherwise specified herein.

[1] Bixby Zoning Code Sections 11-5-2 and 11-5-4.B.3.

Although Zoning Code Sections 11-7I-5.A.1.b and 11-7B-4.A.1 Table 2 would permit 773 dwelling units with the proposed RS-3 underlying zoning, this PUD will restrict the development to 375 dwelling units. In addition to lowering the density otherwise permitted, this PUD will impose higher development standards (lot widths and areas exceeding underlying zoning for certain home styles, minimum dwelling size and masonry requirements, requirements for minimum open space preservation for neighborhood amenities, etc.) than if developed with straight residential zoning.

The Preserve

EXHIBIT A
AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION



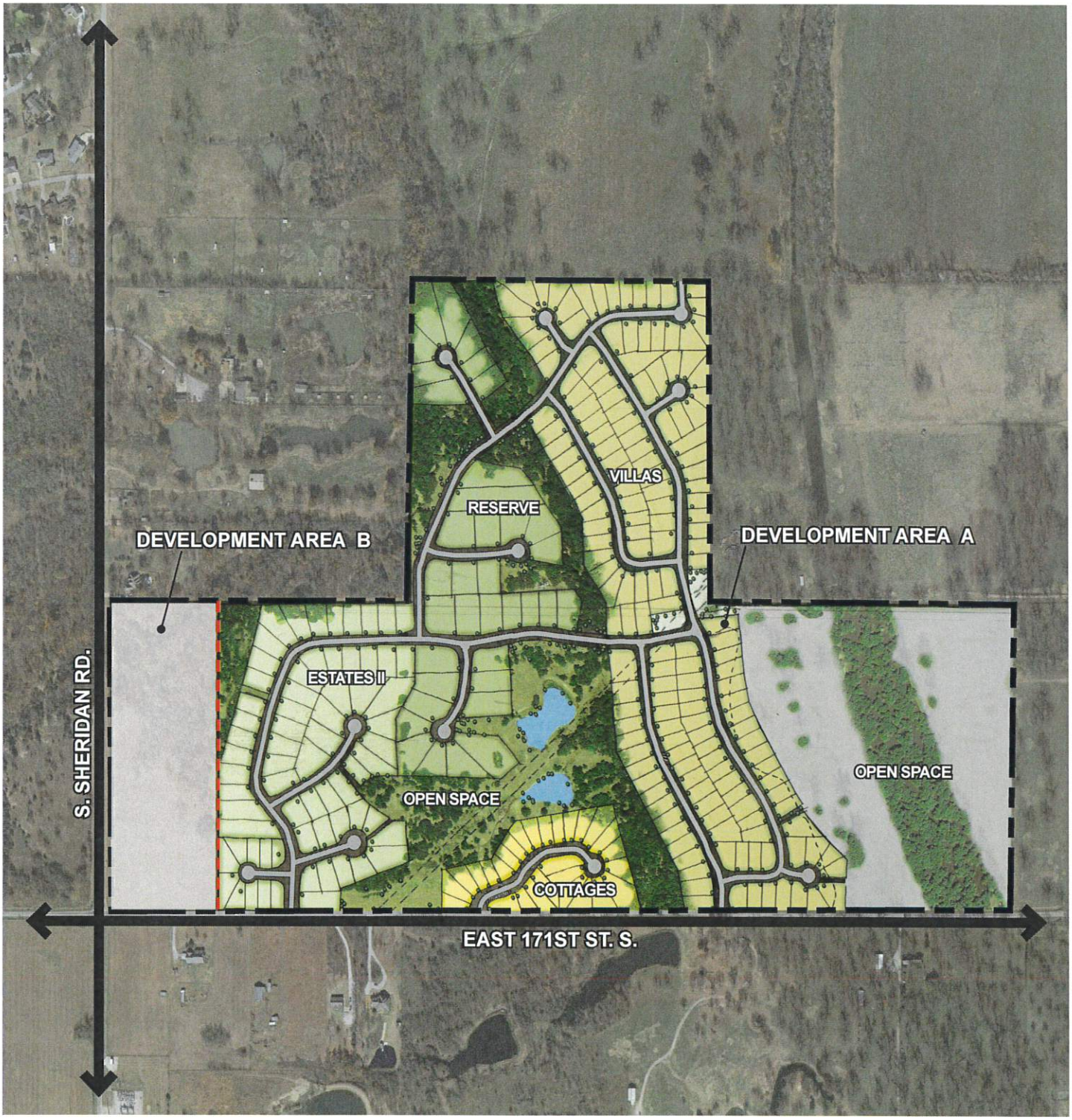
* REFER TO SURVEY FOR EXACT BOUNDARY

TANNER CONSULTING LLC
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE NORTH

The Preserve

EXHIBIT B
CONCEPTUAL SITE PLAN
JULY 13, 2022



* CONCEPTUAL PLAN SUBJECT TO CHANGE DURING ENGINEERING REVIEW PROCESS

NOT TO SCALE NORTH

III. DEVELOPMENT STANDARDS

III.A. DEVELOPMENT AREA A:

Gross Land Area:	6,498,349 SF	149.182 AC
Net Land Area:	6,498,349 SF	149.182 AC
Permitted Uses: Use Unit 6 detached single-family dwellings and customary accessory uses; Use Unit 5 common area facilities such as neighborhood park, playground, and recreational open space.		
Maximum Number of Lots:	375	
Minimum Lot Width †:	55 FT : 90 FT ††	
Minimum Lot Size:	5,500 SF : 12,000 SF ††	
Minimum Land Area per Dwelling Unit:	8,400 SF *	
Maximum Building Height:	2 Stories and 35 FT **	
Off-street Parking and Yard Coverage:	Minimum two (2) enclosed off-street parking spaces required per dwelling unit. Off-street parking shall not exceed 75% of the required front yard width or area.	
Minimum Livability Space:	2,500 SF : 4,000 SF *** ††	
Minimum Yard Setbacks:		
Front Yard:	20 FT : 25 FT ††	
Rear Yard:	15 FT	
Side Yard (Interior):	5 FT	
Side Yard Abutting a Street:	10 FT : 20 FT ††	
Other Bulk and Area Requirements:	As required within the RS-3 District	
Minimum Dwelling Size:	1,500 SF : 2,500 SF ††	
First Floor Masonry Percentage:	75% (See Section IV.F.)	

* *Minimum land area per dwelling unit is satisfied by the proportion of maximum number of lots to gross land area as provided in Zoning Code Section 11-7I-5.A.1. Lots are therefore not subject to this requirement on an individual basis.*

** *Architectural features may extend a max. of five (5) feet above maximum permitted building height.*

*** *Livability space may be located on a lot or contained within common open space of the development, as per Section 11-7I-5.C of the Bixby Zoning Code.*

† *Defined as the average horizontal distance between the side lot lines, which is as it is presently defined in the Bixby Zoning Code.*

†† *See Section III.C. Residential Lot Ratios and Supplemental Development Standards.*

III.B. DEVELOPMENT AREA B:

Development Area B shall be developed in accordance with the use and development standards of the underlying zoning.

Gross Land Area:	461,137 SF	10.586 AC
Net Land Area:	461,137 SF	10.586 AC

III.C. RESIDENTIAL LOT RATIOS AND SUPPLEMENTAL DEVELOPMENT STANDARDS:

The following ratios and residential bulk and area development standards shall apply:

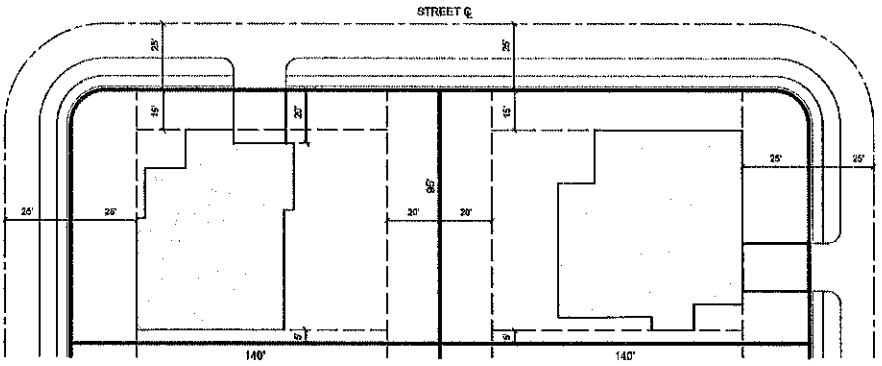
Reserve Lots:

Minimum lot type ratio:	5% of PUD
Maximum lot type ratio:	N/A
Minimum lot width:	90 FT
Minimum lot size:	12,000 SF
Minimum livability open space per dwelling:	4,000 SF *
Minimum Yard Setbacks: **	
Front Yard:	25 FT
Rear Yard:	20 FT
Side Yard Not Abutting a Street:	5 FT
Side Yard Abutting a Street:	
Where rear yard backs to side yard:	20 FT
Where rear yard backs to rear yard:	15 FT
Garage facing side street:	20 FT
Minimum dwelling size:	2,500 SF

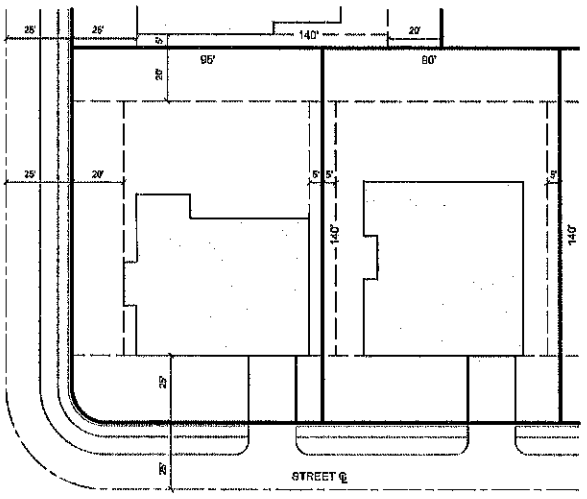
* Livability space may be located on a lot or contained within common open space of the development, as per Section 11-7I-5.C of the Bixby Zoning Code.

** In the event private streets with reduced right-of-way widths are platted, setbacks from streets shall increase 1 foot for each 2 feet right-of-way width is reduced from 50 feet.

Note: Written Development Standards take precedence over diagrams.



50' R/W DIAGRAM



50' R/W DIAGRAM

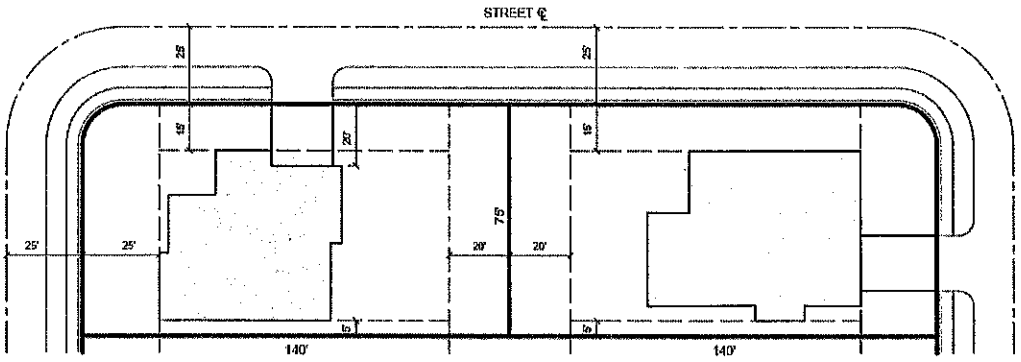
Estate Lots:

Minimum lot type ratio:	15% of PUD
Maximum lot type ratio:	N/A
Minimum lot width:	70 FT
Minimum lot size:	9,500 SF
Minimum livability open space per dwelling:	4,000 SF *
Minimum Yard Setbacks: **	
Front Yard:	25 FT
Rear Yard:	20 FT
Side Yard Not Abutting a Street:	5 FT
Side Yard Abutting a Street:	
Where rear yard backs to side yard:	20 FT
Where rear yard backs to rear yard:	15 FT
Garage facing side street:	20 FT
Minimum dwelling size:	2,200 SF

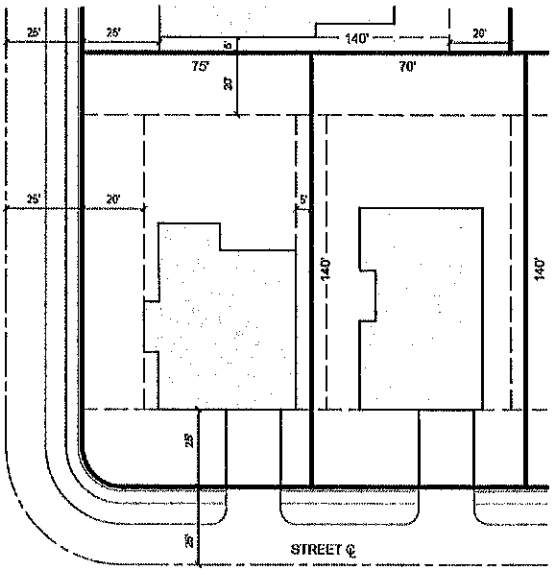
* Livability space may be located on a lot or contained within common open space of the development, as per Section 11-7I-5.C of the Bixby Zoning Code.

** In the event private streets with reduced right-of-way widths are platted, setbacks from streets shall increase 1 foot for each 2 feet right-of-way width is reduced from 50 feet.

Note: Written Development Standards take precedence over diagrams.



50' R/W DIAGRAM



50' R/W DIAGRAM

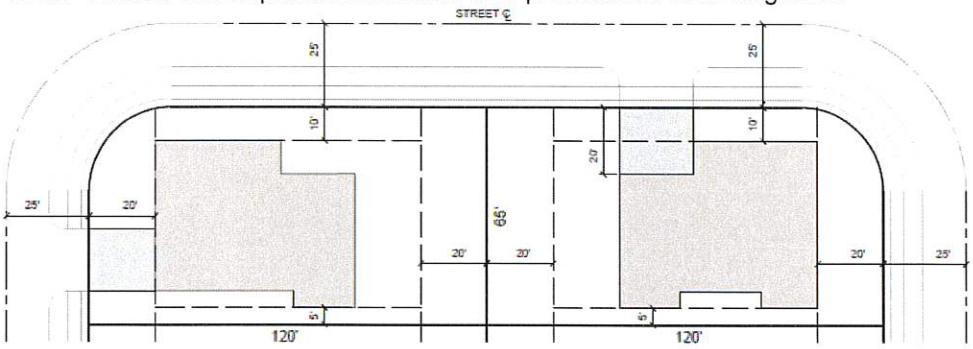
Villas Lots:

Minimum lot type ratio:	30% of PUD
Maximum lot type ratio:	70% of PUD
Minimum lot width:	60 FT
Minimum lot size:	6,900 SF
Minimum livability open space per dwelling:	4,000 SF *
Minimum Yard Setbacks: **	
Front Yard:	20 FT
Rear Yard:	20 FT
Side Yard Not Abutting a Street:	5 FT
Side Yard Abutting a Street:	
Where rear yard backs to side yard:	15 FT
Where rear yard backs to rear yard:	10 FT
Garage facing side street:	20 FT
Minimum dwelling size:	1,650 SF

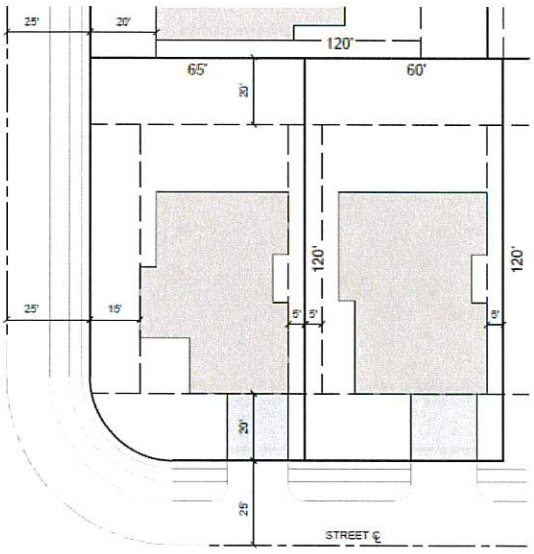
* Livability space may be located on a lot or contained within common open space of the development, as per Section 11-7I-5.C of the Bixby Zoning Code.

** In the event private streets with reduced right-of-way widths are platted, setbacks from streets shall increase 1 foot for each 2 feet right-of-way width is reduced from 50 feet.

Note: Written Development Standards take precedence over diagrams.



50' R/W DIAGRAM



50' R/W DIAGRAM

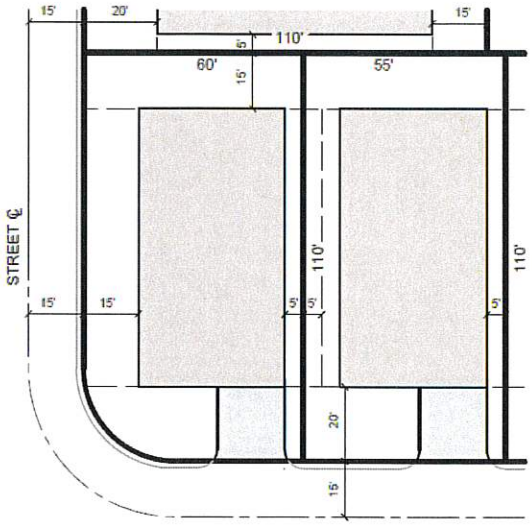
Gated Cottage Lots:

Minimum lot type ratio:	0% of PUD
Maximum lot type ratio:	15% of PUD
Minimum lot width:	55 FT
Minimum lot size:	5,500 SF
Minimum livability open space per dwelling:	2,500 SF *
Minimum Yard Setbacks:	
Front Yard:	20 FT
Rear Yard:	15 FT
Side Yard Not Abutting a Street:	5 FT
Side Yard Abutting a Street:	
Where rear yard backs to side yard:	15 FT (no attached garage shall face side street)
Where rear yard backs to rear yard:	10 FT (no attached garage shall face side street)
Minimum dwelling size:	1,500 SF

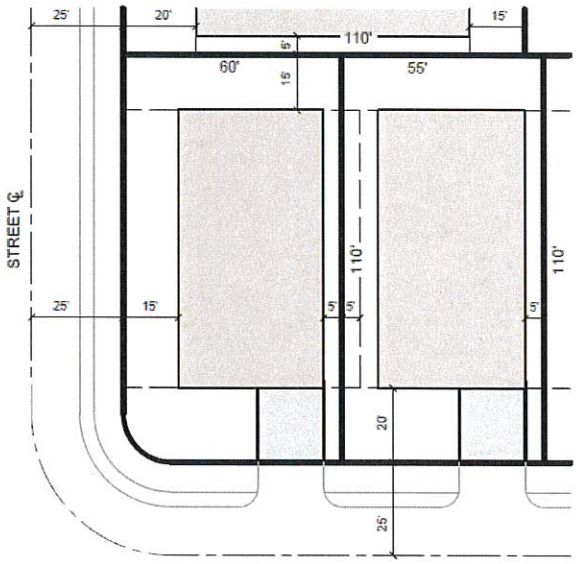
* Each lot shall contain not less than 2,200 SF of livability open space. The balance required open space shall be established by plat within reserve areas with restrictive covenants preserving the areas as perpetual open space and guaranteeing access to all Gated Cottage lots.

Note 1: Written Development Standards take precedence over diagrams.

Note 2: All Gated Cottage lots shall be served by private, gated streets.

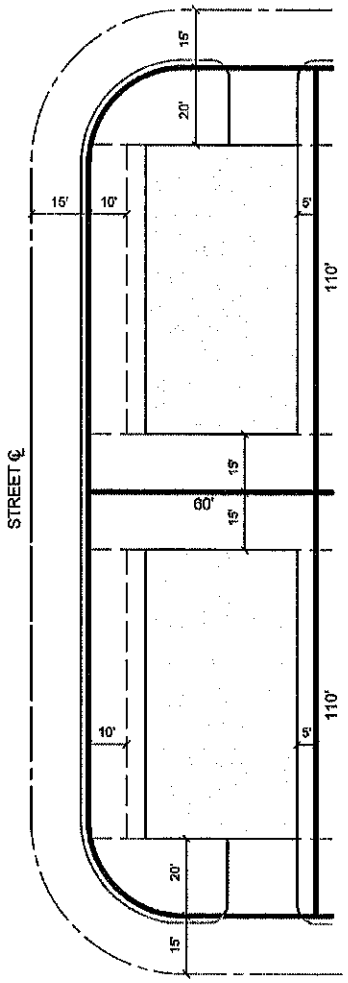


30' R/W DIAGRAM

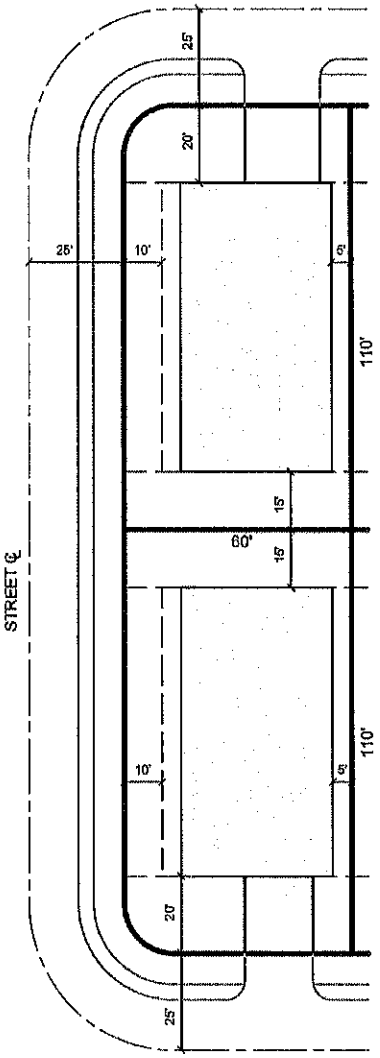


50' R/W DIAGRAM

Gated Cottage Lots (Continued):



30' R/W DIAGRAM



50' R/W DIAGRAM

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

IV.A. SURROUNDING ZONING AND LAND USE: The site is presently AG Agricultural District and is vacant/agricultural. The surrounding area is primarily zoned AG in the Bixby City Limits and in unincorporated Tulsa County. To the northeast is a 122-acre tract zoned RS-3 and CG with overlay district BXPUD-21.11 "161st & Memorial". To the north is a 40-acre tract zoned RS-2 with overlay district PUD 48 "Pecan Meadows". The "Hadlee Manor" senior apartment complex abuts to the east and is zoned AG. Existing zoning patterns are represented on Exhibit F of this PUD.

IV.B. ACCESS AND CIRCULATION: As designed, the subdivision will have three (3) points of access to East 171st Street South, along with one (1) stub street to the north. Access to Development Area B will be determined at the time of platting. Rights-of-way will be dedicated for the East 171st Street South and South Sheridan Road frontages upon platting.

Internal streets serving The Preserve will be minor residential streets and are proposed to be public, with the exception of the gated cottage lots, which shall be served by private, gated streets. As phases develop, however, all neighborhoods will have the option of private, gated streets, per this PUD. Whether public or private, streets shall be constructed to meet the minimum standards of the City of Bixby for minor public streets; provided, however, the City of Bixby may approve alternative street design standards through platting including, but not limited to, private, gated streets with reduced right-of-way width and no sidewalks, or sidewalks on one side of the street. Any divided, boulevard-style streets separated by private landscaped islands may have one-way lanes meeting right-of-way width requirements in aggregate and shall otherwise be constructed to meet the minimum standards determined by the City of Bixby during the platting stage. Any gates serving private streets or drives shall be designed according to the Fire Code adopted by the City of Bixby and be approved by the Bixby Fire Marshal during the platting stage.

Except as otherwise approved as outlined above, sidewalks, including both internal and along exterior street frontages, shall be constructed by the developer or individual lot owners in accordance with the Bixby Subdivision Regulations. Sidewalks shall be a minimum of four (4) feet in width, shall be ADA compliant, and shall be approved by the City Engineer. Sidewalks which are proposed outside of street right-of-way shall be placed in a sidewalk easement.

Limits of No Access (LNA) will be imposed by the future plat(s) along both the South Sheridan Road and East 171st Street South frontages, except at approved street intersection(s).

IV.C. SIGNS: Residential subdivision entrance signage shall be permitted along the arterial street frontage and shall comply with standards for same as provided in the Bixby Zoning Code. Entry signage will be integrated with the landscaped entries and contained within Reserve Areas or easements to be maintained by the Homeowners' Association. Signage serving residential neighborhood amenities, appropriate for purpose and neighborhood scale, shall be permitted within reserve areas containing neighborhood amenities. Residential signage shall otherwise comply with the Bixby Zoning Code. Any nonresidential signage shall comply with the Bixby Zoning Code.

IV.D. UTILITIES AND DRAINAGE: Eight (8) inch City of Bixby waterlines are located along both the East 171st Street South and South Sheridan Road frontages. Sanitary sewer will be extended to serve the site. The nearest gravity sanitary sewer is an 8" sewerline located at the northwest corner Lot 1, Block 1, "Hadlee Manor". Sanitary sewer and waterline extensions to and throughout the project will be designed during the

platting stage. Waterlines shall be looped to provide water service and fire protection. Fire hydrant locations shall be coordinated with and approved by the Bixby Fire Marshal during platting.

The site will be included in the Snake Creek master drainage plan being prepared at this time. Drainage and stormsewer design are subject to the approval of Bixby City Staff.

Existing and proposed utilities are shown on Exhibit C of this PUD.

IV.E. ENVIRONMENTAL ANALYSIS AND TOPOGRAPHY: Situated along a ridge, the subject property is moderately sloped, with the exception of the flat east end. The site drains to the east toward a low-lying area which, currently, sometimes drains northerly to Bixby Creek, sometimes to the southeast, and sometimes holds water.

As represented on Exhibit E "FEMA Floodplain Map," the east end of the property is located partially within Zone AE, the 100-year (1% Annual Chance) Regulatory Floodplain and partially within in Shaded Zone X, the 500-year Floodplain (non-regulatory). The upland areas are located within Unshaded Zone X, outside of the 500-year (0.2% Annual Chance) Floodplain.

The Soil Survey of Tulsa County, Oklahoma was used to help identify soils types and possible constraints to development. The site contains Osage silty clay, 0-1% slopes, occasionally flooded (25.7% of site), Wynona silty clay loam, 0-1% slopes (19.9% of site), Dennis Silt Loam, 3-5% slopes (19.0% of site), Dennis Silt Loam, 3-5% slopes, eroded (17.3% of site), Dennis-Radley Complex, 0-12% slopes (10.8% of site). Development constraints associated with these soil types, and any other environmental constraint(s), will be addressed in the engineering design phase of the project. Prior to construction, a geotechnical report will be performed to recommend paving sections and subgrade design. Soil types and typography are shown on Exhibit D of this PUD.

IV.F. PLATTING AND SITE PLAN REQUIREMENTS: No building permit shall be issued until a subdivision plat has been submitted to and recommended upon by the Bixby Planning Commission and approved by the Council of the City of Bixby, and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved PUD and the City of Bixby shall be a beneficiary thereof. The plat will also serve as the site plan for all residential lots contained within the plat.

While property descriptions are provided for Development Areas A and B, final Development Area boundaries and areas shall be established by required PUD subdivision plats, provided that the maximum number of dwelling units shall be maintained.

As used within this PUD, masonry shall include brick, natural or manufactured stone, and stucco. Cementitious fiber is an approved alternative. Masonry shall be applied to a minimum of three (3) building sides and to the first floor top plate. Minimum masonry percentages shall exclude windows, doors, and beneath covered patios and porches.

When fully platted, not less than 15% or 24 acres of The Preserve shall be preserved as open space for the enjoyment of the residents within Development Area A.

IV.G. CITY DEPARTMENT REQUIREMENTS: Standard requirements of the City of Bixby Fire Marshal, City Engineer, and City Attorney shall be met.

IV.H. SCHEDULE OF DEVELOPMENT: Development of the project is expected to commence and be phased and completed as market conditions permit.

The Preserve

EXHIBIT C

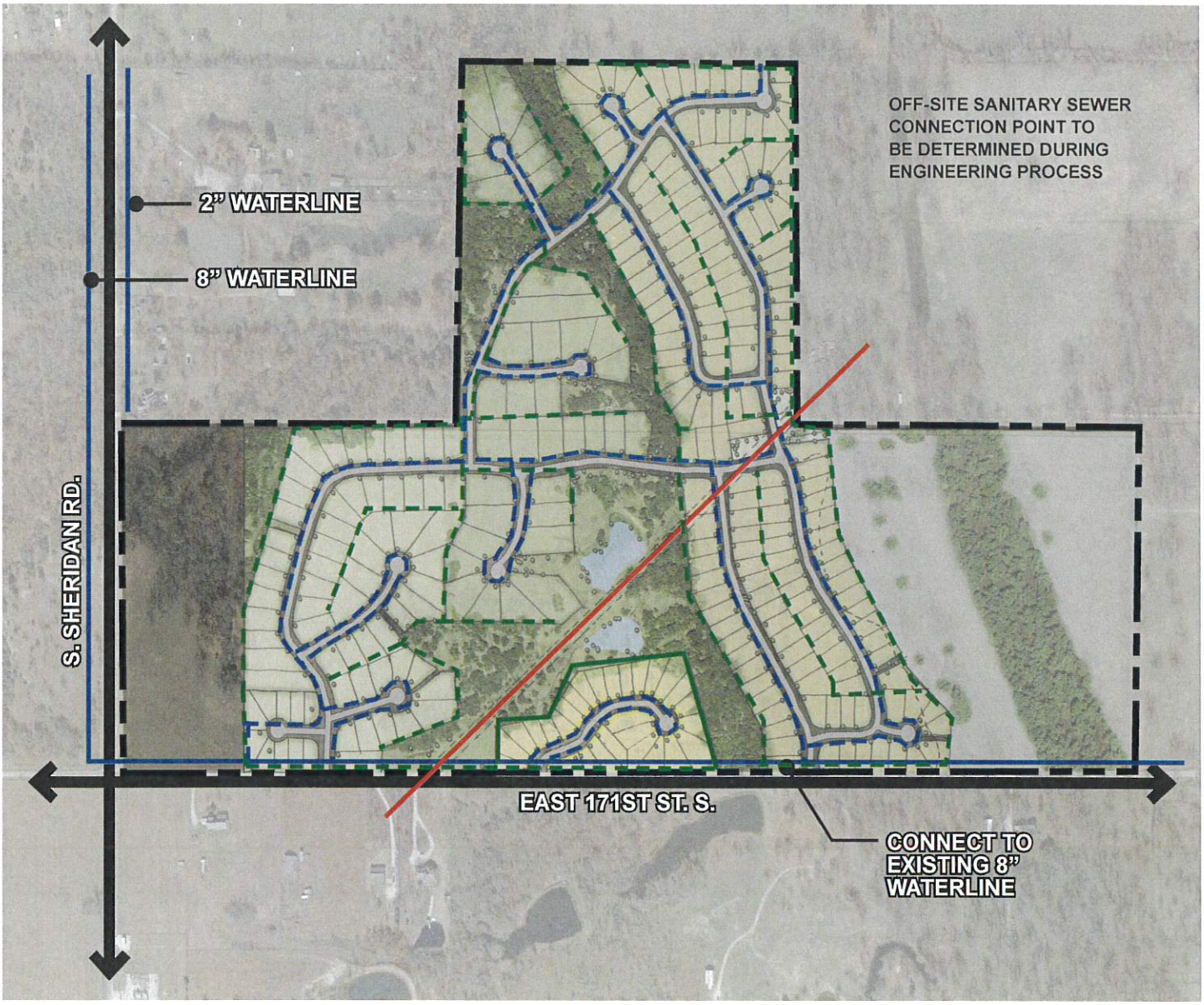
EXISTING AND PROPOSED UTILITIES

CONCEPTUAL LAYOUT JULY 13, 2022

EXISTING UTILITIES PER FIELD SURVEY DATA/ GIS

LEGEND

- EXISTING WATER LINES
- PROPOSED WATER LINES
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS



NOT TO SCALE

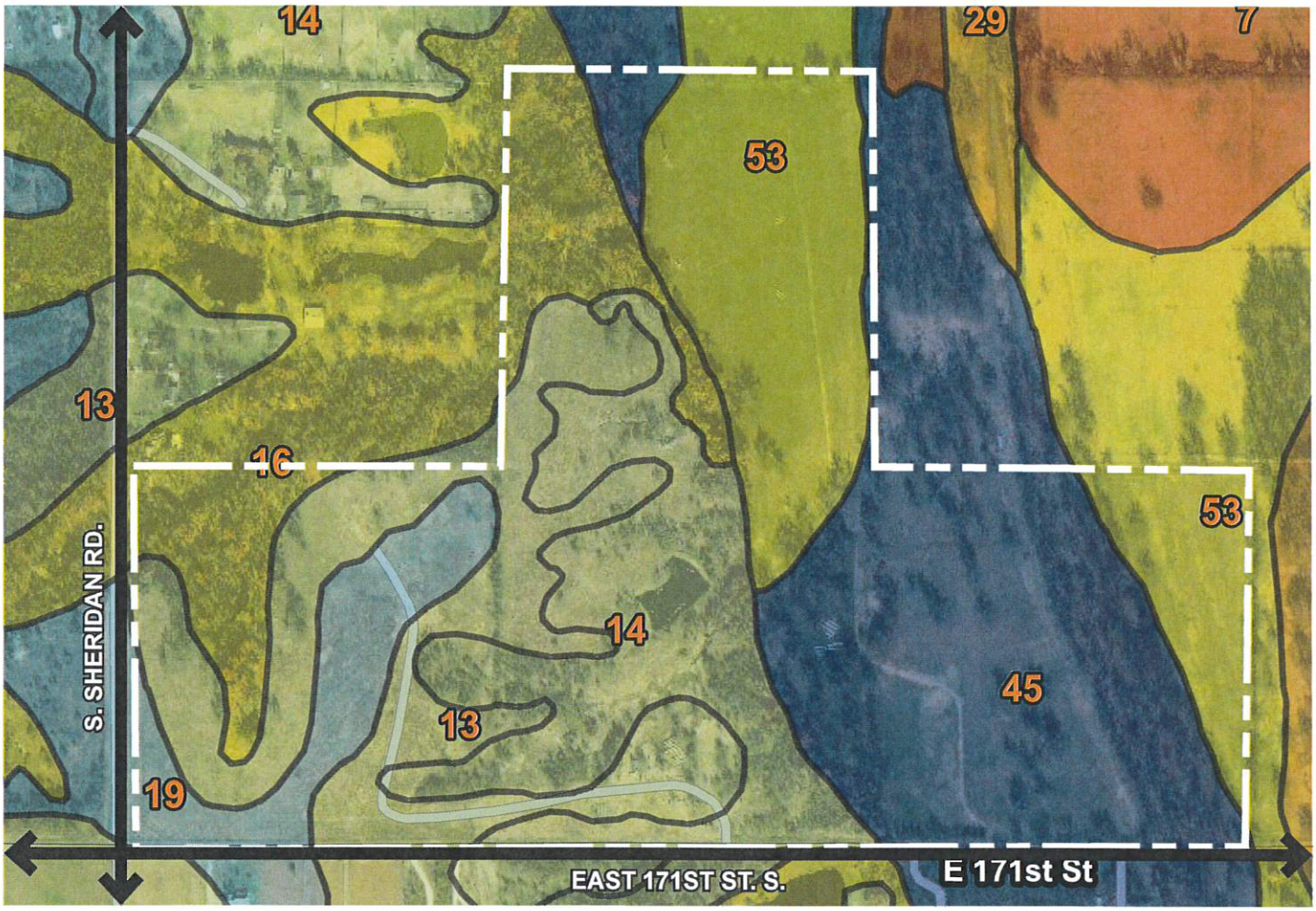
NORTH

The Preserve

EXHIBIT D

EXISTING SOILS

SOIL DATA FROM USDA WEB SOIL SURVEY, ACCESSED MAY 3, 2022



Summary by Map Unit — Tulsa County, Oklahoma (OK143)

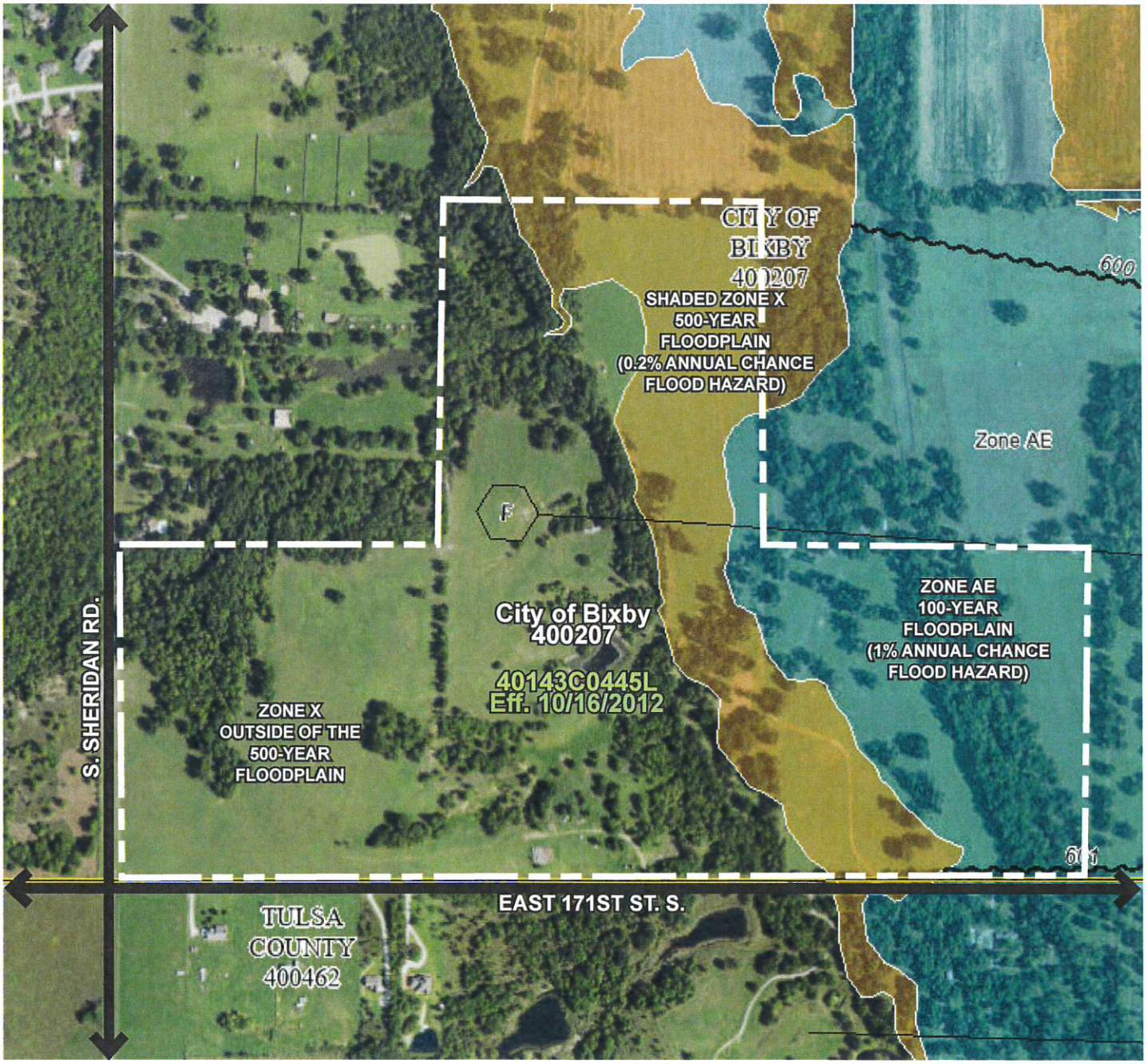
Map unit symbol	Map unit name	Rating
7	Choska very fine sandy loam, 0 to 1 percent slopes, rarely flooded	1
12	Dennis silt loam, 1 to 3 percent slopes	24
13	Dennis silt loam, 3 to 5 percent slopes	24
14	Dennis silt loam, 3 to 5 percent slopes, eroded	24
16	Dennis-Radley complex, 0 to 12 percent slopes	23
19	Eram silty clay loam, 3 to 5 percent slopes	25
20	Eram-Coweta complex, 5 to 15 percent slopes	25
28	Larton-Glenpool complex, 0 to 3 percent slopes	1
29	Latanier clay, 0 to 1 percent slopes, occasionally flooded	15
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	30
45	Osage silty clay, 0 to 1 percent slopes, occasionally flooded	42
53	Wynona silty clay loam, 0 to 1 percent slopes, occasionally flooded	23

The Preserve

EXHIBIT E

FEMA FLOODPLAIN MAP

FEMA FIRM PANEL 40143C0445L
EFF. OCTOBER 16, 2012



NOT TO SCALE

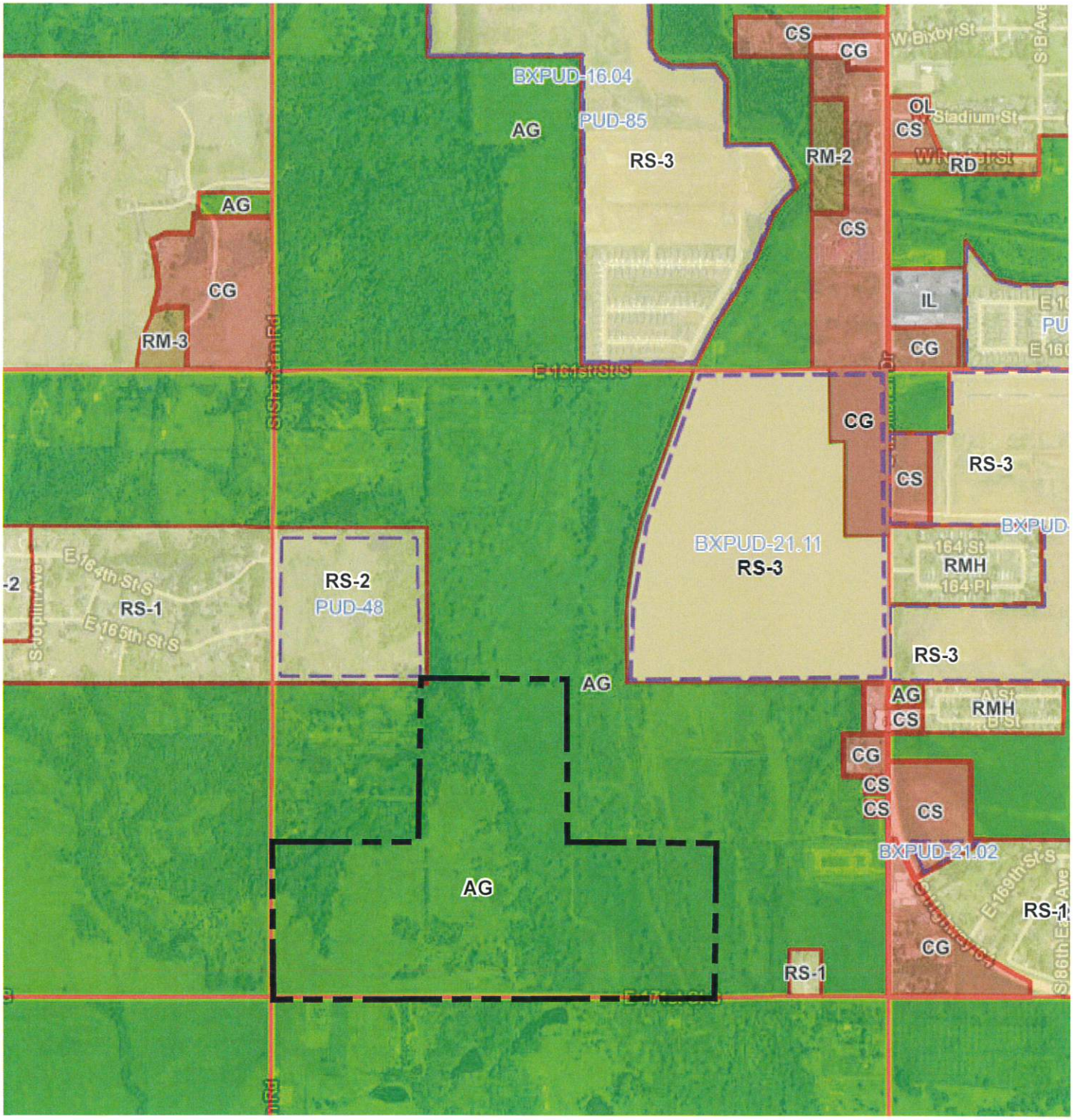
NORTH

The Preserve

EXHIBIT F

EXISTING ZONING MAP

DATA OBTAINED FROM INCOG ZONING GIS MAP(ONLINE), ACCESSED MAY 3, 2022, & MODIFIED



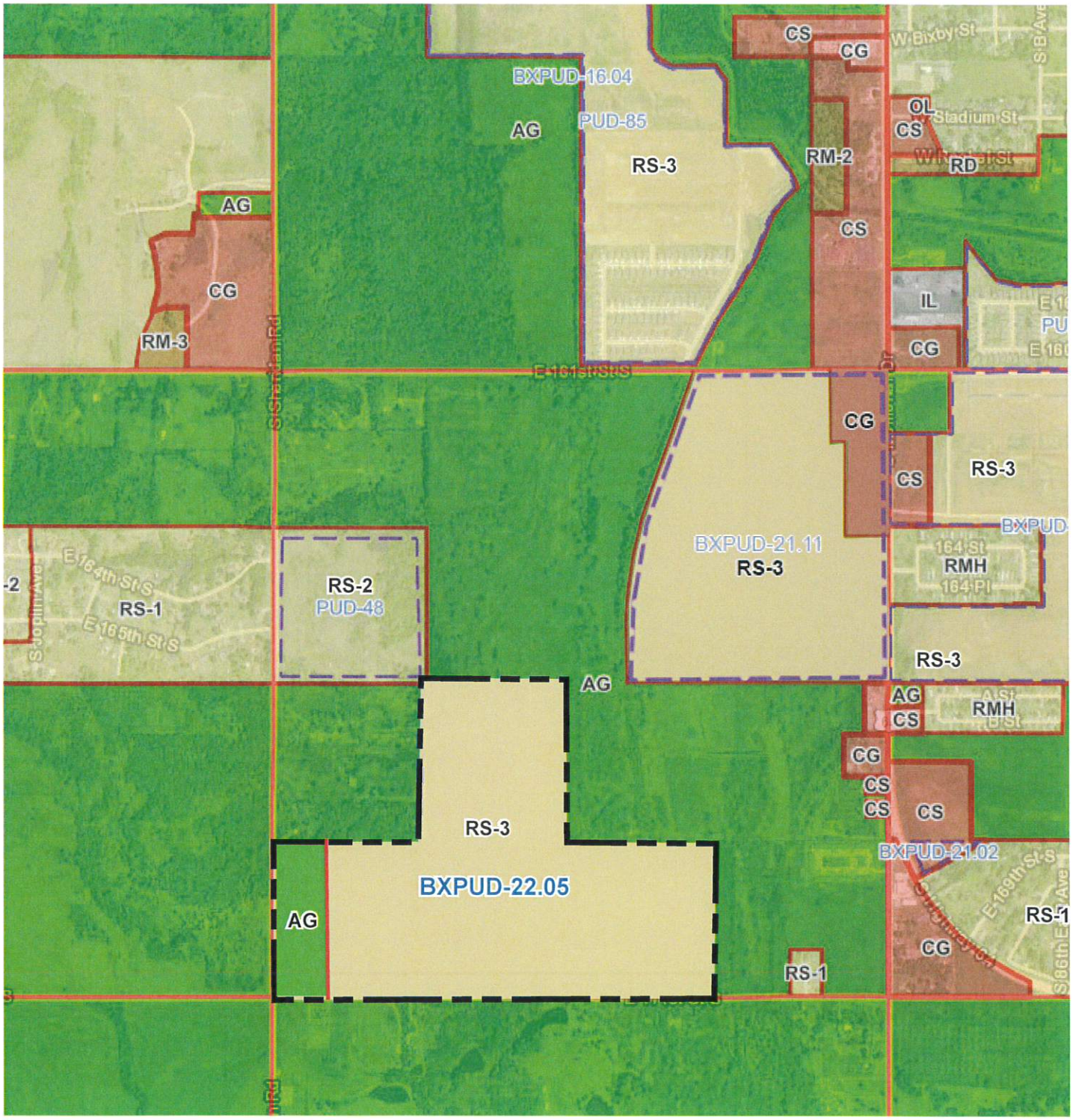
NOT TO SCALE NORTH

The Preserve

EXHIBIT G

PROPOSED ZONING MAP

DATA OBTAINED FROM INCOG ZONING GIS MAP(ONLINE), ACCESSED MAY 3, 2022, & MODIFIED



BXPUD-22.05

NOT TO SCALE NORTH

The Preserve

EXHIBIT H

EXISTING COMPREHENSIVE PLAN MAP

DATA FROM BIXBY 2018 COMPREHENSIVE PLAN - FIGURE 2-1 2030 FUTURE LAND USE

Legend

Future Land Use	Density (du/ac.)
Rural Agriculture (Unincorporated)	0 - 0.5
Agricultural	0 - 1
Rural Residential	0 - 1.5
Low Density Residential	1.5 - 4
Medium Density Residential	4 - 6
Medium-High Density Residential	6 - 10
High Density Residential	10 +
Mixed Use	10 +
Residential Manufactured Home Park	8

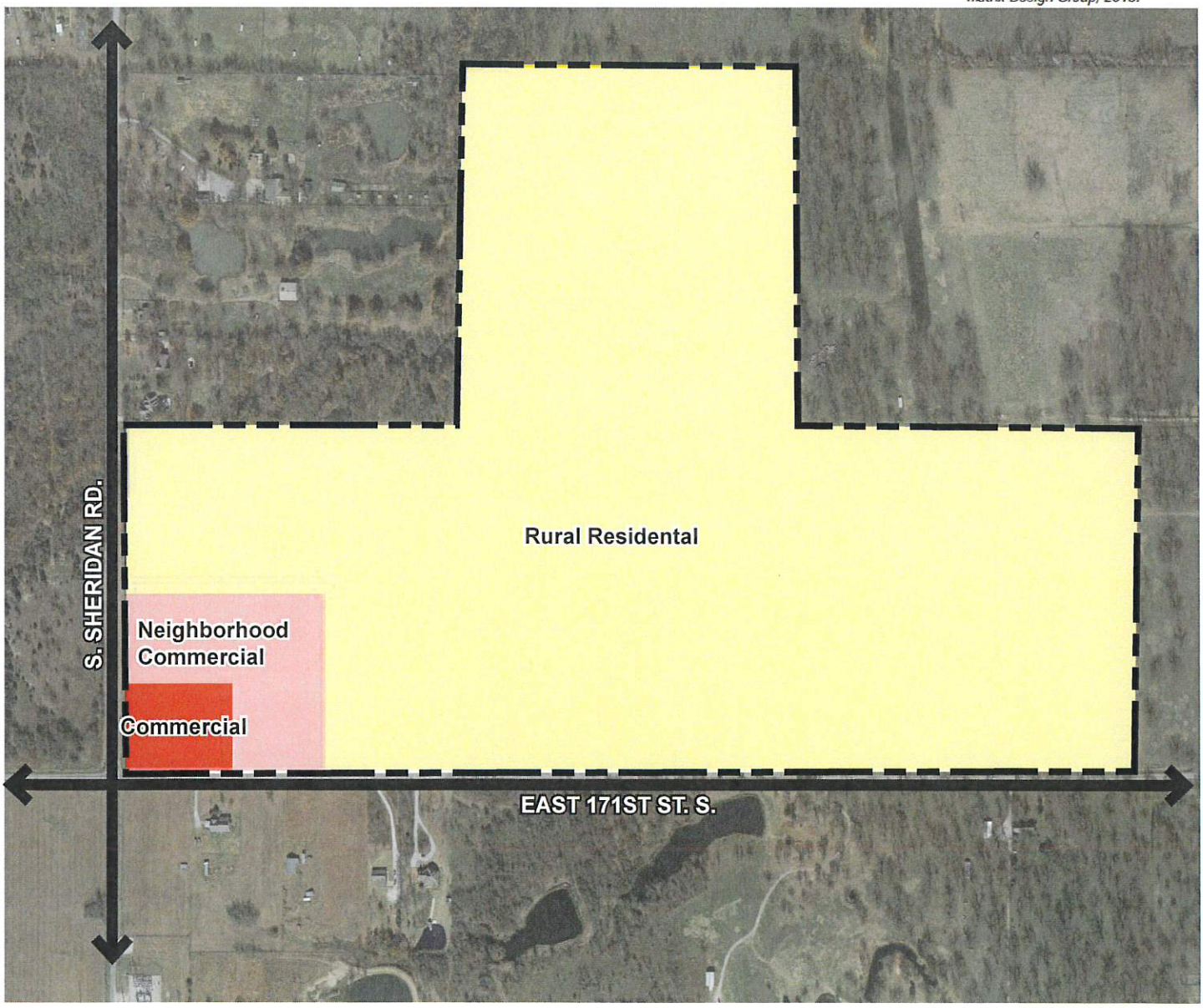
Future Land Use
- Neighborhood Commercial
- Commercial
- Industrial
- Public/Institutional
- Recreation and Open Space
- Flood District
- Water

- City Owned
- Bixby Fenceline
- Bixby City Limit
- County
- Highway
- Major Street
- Local Street
- Railroad

- Water Body
- Stream / River

0 1 2 Miles

Data Source: City of Bixby, 2018. Matrix Design Group, 2018.



NOT TO SCALE

NORTH

The Preserve

EXHIBIT I

PROPOSED COMPREHENSIVE PLAN MAP

DATA FROM BIXBY 2018 COMPREHENSIVE PLAN - FIGURE 2-1 2030 FUTURE LAND USE

Legend

Future Land Use	Density (du/ac.)
Rural Agriculture (Unincorporated)	0 - 0.5
Agricultural	0 - 1
Rural Residential	0 - 1.5
Low Density Residential	1.5 - 4
Medium Density Residential	4 - 6
Medium-High Density Residential	6 - 10
High Density Residential	10 +
Mixed Use	10 +
Residential Manufactured Home Park	8

Future Land Use
- Neighborhood Commercial
- Commercial
- Industrial
- Public/Institutional
- Recreation and Open Space
- Flood District
- Water

- City Owned
- Bixby Fenceline
- Bixby City Limit
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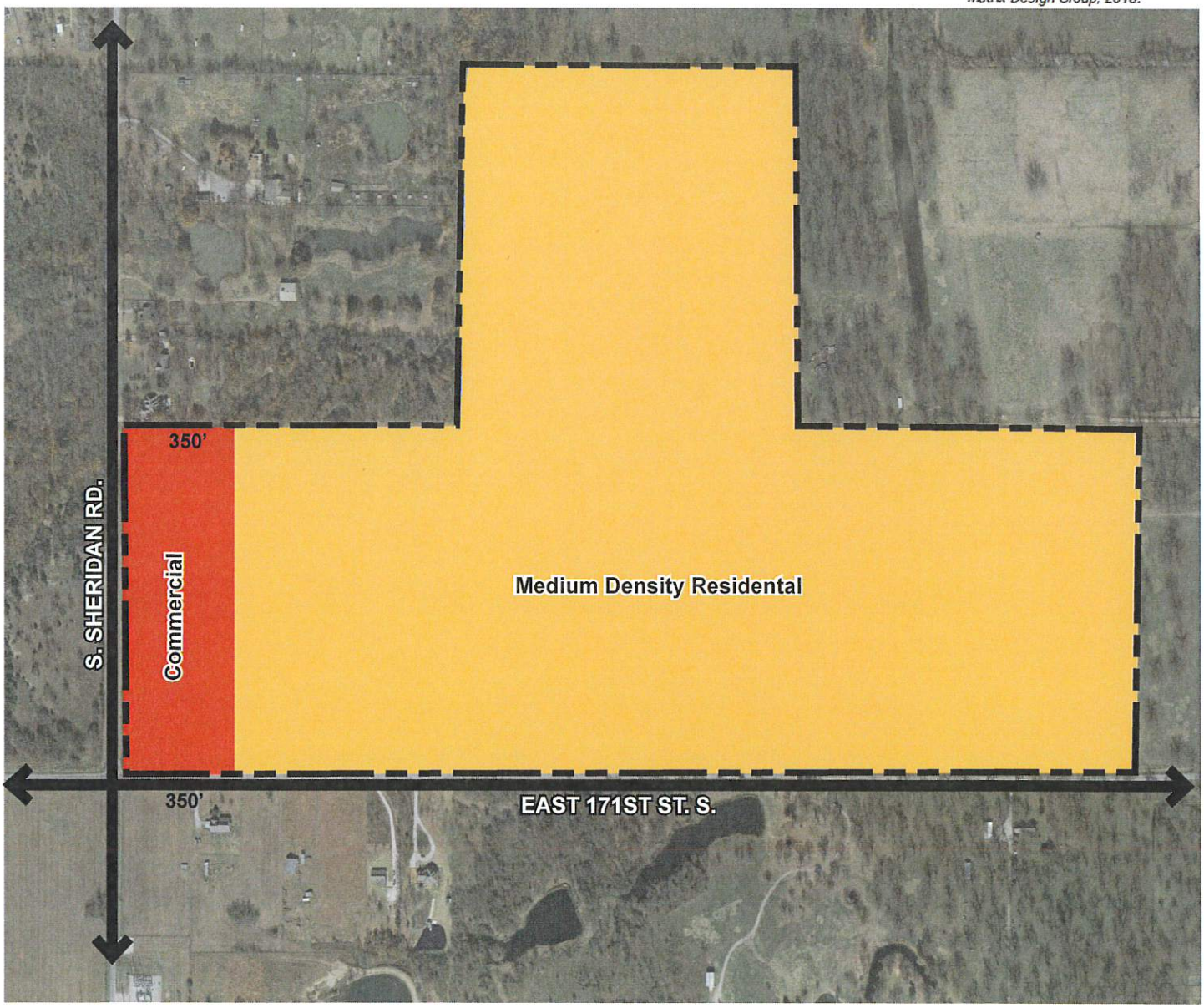
- Local Street
- Railroad

- Water Body
- Stream / River

0 1 2 Miles

Data Source: City of Bixby, 2018. Matrix Design Group, 2018.



NOT TO SCALE

NORTH

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance Number 2401, for Rezone (BXZO-22.04) and Bixby Planned Unit Development (BXPUD-22.05) for The Preserve, containing Four (4) distinct neighborhood styles, 149.182 +/- acres, in the Northeast corner of East 171st Street South and South Sheridan Road, Section 26, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant requests a Rezone (BXZO-22.04) and Planned Unit Development (BXPUD-22.05) to allow for Residential Single-Family RS-3 zoning.

Heard on July 18, 2022, at the regular Planning Commission meeting and was unanimously recommended for approval with staff recommendations

EXHIBITS: Ordinance #2401

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of Ordinance #2401 for Rezone BXZO-22.04 and Planned Unit Development (BXPUD-22.05) on the Northeast corner of East 171st Street & South Sheridan Road.

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: City Council

Published in the Tulsa World,
City of Tulsa, Tulsa County, Oklahoma, _____ 2022

ORDINANCE NO 2401

AN ORDINANCE AMENDING ORDINANCE NUMBER 272; REZONING A TRACT OF LAND, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE, FROM AN AG CLASSIFICATION TO RS-3 CLASSIFICATIONS (BXZO-22.04); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Ordinance No. 272 be and the same is now amended and the following described property, to-wit:

PER DEEDS FILED OF RECORD WITH THE COUNTY CLERK OF TULSA COUNTY, STATE OF OKLAHOMA, AS DOCUMENT NUMBERS 2020050948, 2020068501, AND 2020079040:
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4) AND EAST HALF OF SOUTHWEST QUARTER (E/2 OF SW/4) AND THE SOUTHWEST QUARTER [OF THE SOUTHEAST QUARTER] (SW/4 OF SE/4)... ALL IN SECTION 26, TOWNSHIP 17 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA

Located at or near the Northwest corner of East 171st Street South and South Sheridan Road, be and the same is now designated and re-zoned from AG | Agriculture to Single-Family Residential (RS-3).

Be, and the same is hereby amended to reflect the Supplemental Zoning of Planned Unit Development (BXPUD-22.05) for "THE PRESERVE."

Section 2. That BXPUD-22.05 and its Outline Development Plan shall be subject to the development standards and conditions approved by the City Council on the date of this ordinance.

Section 3. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 4. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ___-**YES,** ___-**NO,** ___-**ABSTAINING,** ___-**ABSENT**, on this 25th day of July, 2022.

_____
Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least a four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ___-**YES,** ___-**NO,** ___-**ABSTAINING,** ___-**ABSENT**, on this 25th day of July 2022.

_____
Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

_____
City Clerk

APPROVED:

_____
City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Bixby Comprehensive Plan Amendment (BXCP-22.02) to the Comprehensive Plan for the property located in the 15100-Block of 77th East Avenue, Bixby Industrial Park, Bixby, Oklahoma

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant requests a redesignation of the Comprehensive Land Use Map of Commercial General (CG) to Industrial Light (IL). The property is currently zone Commercial General (CG).

A Lot Split was approved 7/19/2021 for Tract B that fronts South Memorial Drive with 1.17 acres and Tract C has 5.08 acres. The requested Comp Plan Amendment is for Tract C.

Heard on July 18, 2022, at the regular Planning Commission meeting and was unanimously recommended for approval.

EXHIBITS: Comp Plan Application
Planning Commission Staff Report

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment request BXCP-22.02, designating the Commercial General (CG) area located approximately 15100-Block of 77th East Avenue of the Bixby Industrial Park to Industrial Light (IL)

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: City Council

Comprehensive Plan Application

City of Bixby

APPLICATION TO THE CITY OF BIXBY FOR OF A COMPREHENSIVE PLAN AMENDMENT

CASE NUMBER: BXCP-22.03

SELECT CURRENT MAP DESIGNATION (C) | SELECT REQUESTED LAND USE (R)

FUTURE LAND USE | RESIDENTIAL

LAND USE INTENSITY

__RURAL AGRICULTURE (UNINCORPORATED)
__AGRICULTURAL
__RURAL RESIDENTIAL
__LOW DENSITY RESIDENTIAL
__MEDIUM DENSITY RESIDENTIAL
__MEDIUM-HIGH DENSITY RESIDENTIAL
__HIGH DENSITY RESIDENTIAL
__MIXED USE
__RESIDENTIAL MANUFACTURED HOME PARK

FUTURE LAND USE | COMMERCIAL | OTHER

LAND USE INTENSITY

__NEIGHBORHOOD COMMERCIAL
C COMMERCIAL
R INDUSTRIAL
__PUBLIC /INSTITUTIONAL
__RECREATIONAL/OPEN SPACE
__FLOOD DISTRICT
__WATER

PROPERTY INFORMATION:

Property Location: _____

Legal Description: _____
Subdivision Lot Block

Parcel number: _____ Plat name* (if applicable): _____

***If unplatted: Attach legal description and electronic legal description in WORD format**

Project Details (Include-purpose of project, why the request, new proposal, etc.):

Applicant (Name & Business): KINGDOM INVESTMENT GROUP Address: 126 W. NEEGLES AVE
City: Bixby State: OK Zip: 74008 Phone: 918-808-8129
Email: josh@plumlegacy.com

Property Owner(s) of Record: SAME Address: _____
City: _____ State: _____ Zip: _____ Phone: _____
Email: _____

SIGNATURE OF APPLICANT: _____ DATE: 5/3/22
(TYPE OR PRINT NAME OF APPLICANT SIGNING): _____

__*CHECK IF ATTACHING OWNER'S SIGNATURE AUTHORIZATION FORM*

SIGNATURE OF PROPERTY OWNER(S): _____ DATE: _____

(PRINT NAME OF OWNER(S) SIGNING): _____

DO NOT WRITE IN THIS BOX

BXCP-_____ DATE RECEIVED: _____ RECEIVED BY: _____ RECEIPT # _____

PLANNING COMMISSION DATE: _____ CITY COUNCIL DATE: _____

FEES: BASE FEE + ADDITIONAL _____ TOTAL: _____

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Donna Crawford, Assistant City Planner

Date: Monday, July 18, 2022

Name: Kingdom Office Center

RE: Comprehensive Plan Amendment (BXCP-22.02) and Rezone (BXZO-22.02)

Location: 15100-block of South 77th East Avenue, Bixby Industrial Park

STR: Section 23, Township 17N, Range 13E

Applicant: Kingdom Investment Group, LLC

Request:

Kingdom Investment Group, LLC is requesting a Comprehensive Plan Amendment (BXCP-22.02) and Rezone (BXZO-22.05).

Description:

The applicant is requesting a Rezone (BXZO-22.03) from (CG) Commercial General to (IL) Industrial Light for a purposed use of office/warehousing.

Existing Zoning; Use:

Commercial General (CG); Vacant

Abutting Zoning; Use:

North: (RD) Residential-Duplex; Duplex Dwelling; (RS-2) Residential Single-Family; Single-Family Dwellings
East: (CG) Commercial General; Vacant
South: (AG) Agriculture; Vacant
West: (IL) Industrial Light; Industrial Type Buildings

Proposed Zoning; Uses:

(IL) Industrial Light; Office / Warehousing

Location: 15100-block of South 77th East Avenue, Bixby Industrial Park

Comprehensive Plan:

The Comprehensive Land Use map indicates Commercial General (CG) for this area.

Project Overview:

Acres: 5.08 +/-	Min. Lot Width: 220 ft	Parking Spaces: 72
Number of Lots: 2	Number of Blocks: 1	Reserve Areas: 1

Amenity Description:

Information not available

Utilities/Site Area:

Water: 8" line running North/South on the west side of Memorial
8" line running East/West along the south boundary property line

Sanitary Sewer: 8" sanitary sewer line running North/South along the west boundary property line.

Storm Sewer: Private. Stormwater Detention is shown on the Preliminary Plat located in the West portion of the lot.

Engineering Review Comments:

Please see attached memo dated May 13, 2022

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

1. Before the Final Plat can be approved, the LOMR-F must be approved by FEMA. The Earth Change can move forward but no building permits may be issued until the LOMR-F is approved by FEMA.

2. Staff supports the Planning Commission's recommendation for approval of the requested Comprehensive Plan Amendment and Rezone, with Planning and Engineering comments implemented to the Plat before moving to Council.

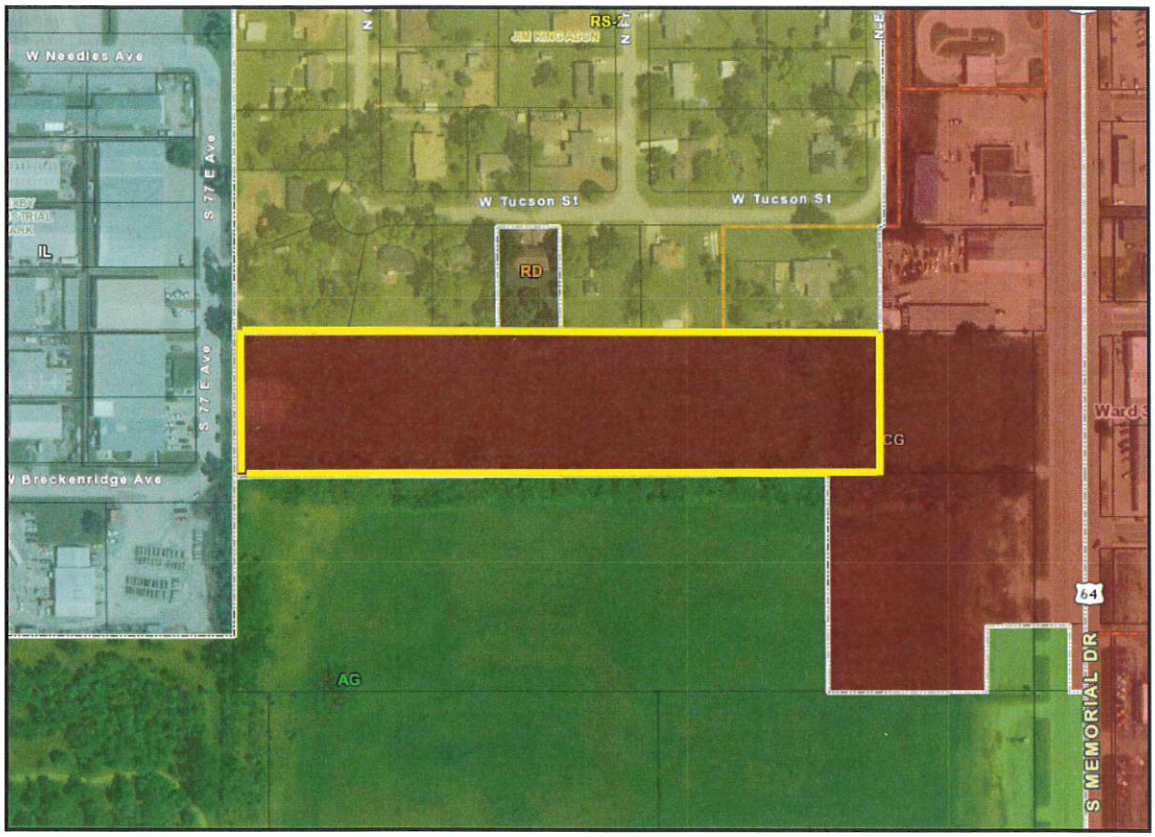


Exhibit A: City of Bixby Zoning Map

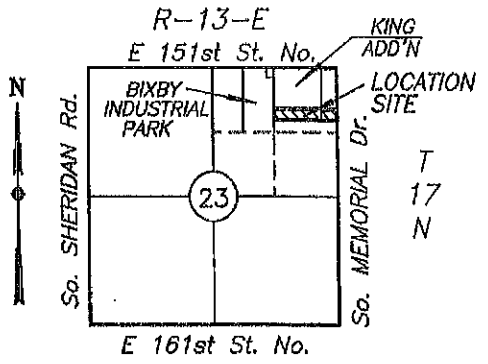
Attachments:

Exhibit A: City of Bixby Zoning Map
Exhibit B: Lot Split Plat – Tract C
Exhibit C: Proposed Site Plan
Exhibit D: Engineering Memo dated May 13, 2022

LOT SPLIT PLAT
TRACT C

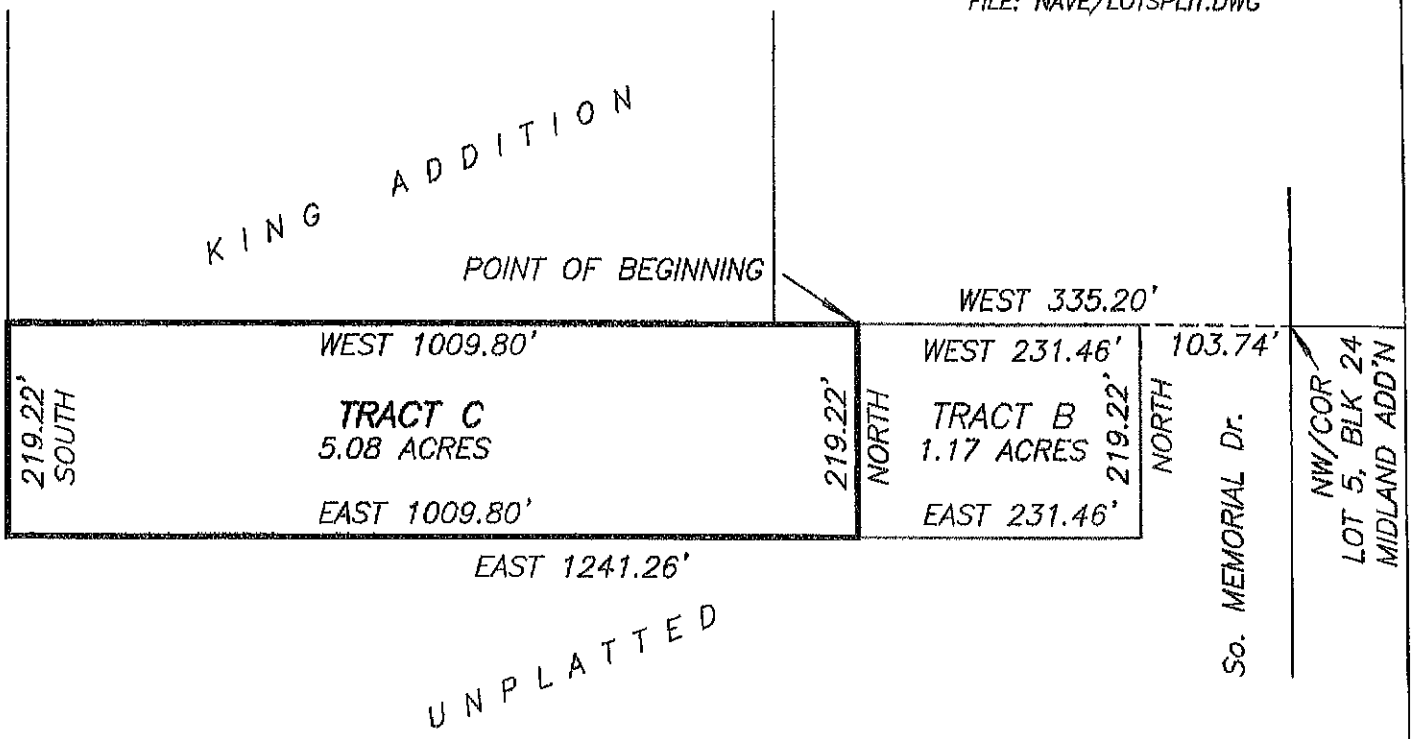
NO SCALE

LEGEND	
NE/4	NORTHEAST QUARTER
NW	NORTHWEST
COR	CORNER
BLK	BLOCK



TULSA COUNTY
LOCATION MAP

FILE: NAVE/LOTSPLIT.DWG



LEGAL DESCRIPTION
TRACT C

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 23, T-17-N, R-13-E, TULSA COUNTY, STATE OF OKLAHOMA, LYING EAST OF THE I.B. & M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING 335.20 FEET WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 24, MIDLAND ADDITION TO THE TOWN OF BIXBY; THENCE WEST 1009.80' FEET; THENCE SOUTH 219.22 FEET; THENCE EAST 1009.80 FEET; THENCE NORTH 219.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.08 ACRES, MORE OR LESS.

EXHIBIT C

CITY OF BIXBY

P.O. Box 70
116 W. Needles Ave.
BIXBY, OK 74008
(918) 366-4430
(918) 366-6373 (fax)

Development Services – Engineering Memo

To: JR Donelson, JR Donelson, Inc.

From: Justin Dowd, Assistant City Engineer

CC: Bea Aamodt, Public Works Director
Donna Crawford, Assistant City Planner
File

Date: May 13, 2022

Re: **TAC Comments: BXPT-22.05 Kingdom Office Center – Preliminary Plat**

Conceptual Utilities Plan (CUP) Comments:

1. CUP only shows storm sewer. It is assumed a sanitary sewer main extension will be required for the project. Sanitary sewer main should be shown.
2. No public utilities will be allowed under pavement.
3. Plat overlaid on CUP should match submitted preliminary plat.
4. FEMA Floodplain should be shown on CUP.

Preliminary Plat Comments:

5. This project is located in the regulatory floodplain. No lots can be platted in the floodplain. Floodplain within platted must be removed with FEMA approval prior to approval of final plat. All floodplain to remain must be included in reserve areas.
6. Sheet 1
    - FEMA Floodplain should be shown on plat.
    - Perimeter utility easement should be 17.5-feet.
    - ONG gas line is in close proximity to this project. Is the line located on the project? Does the line have an easement? Utility easement for ONG line should be shown on face of plat.
7. Sheet 2
    - Section 1.B.3. – Storm sewer is private.
    - Section 1.H.1. – Is Reserve A dedicated for utility easement in addition to other functions?
    - Section 2.1 – Private covenants to be filed separately?

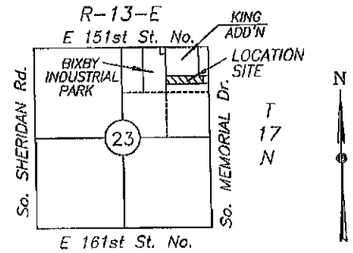
KINGDOM OFFICE CENTER

OWNER:
KINGDOM INVESTMENT GROUP
15115 S. 76th E. AVE.
BIXBY, OKLAHOMA 74008
PHONE: 918-691-8764
EMAIL: JEROD@918CONSTRUCTION.COM

ENGINEER:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-2023
EMAIL: JRDON@TULSACOXMAIL.COM

LEGEND

U/E	UTILITY EASEMENT
BLDG	BUILDING
tc	TOP OF CURB
tp	TOP OF PAVEMENT
ng	NATURAL GROUND
L.N.A.	LIMITS OF NO ACCES
A.O.	ACCESS OPENING
R.O.W.	RIGHT OF WAY
SW/4	SOUTHWEST QUARTER



TULSA COUNTY
LOCATION MAP

SUBDIVISION CONTAINS:
LOTS: 1
BLOCKS: 1
ACRES: 5.08 acres
PREPARATION DATE: September 10, 2021
FILE: G:\NAVE\NAVE-SITE091021.DWG

SCALE: 1"=50'

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT CITY OF BIXBY PUBLIC WORKS DEPARTMENT STANDARDS & SPECIFICATIONS.
2. NO INVESTIGATIONS WERE CONDUCTED TO DETERMINE THE EXISTENCE OF UNDERGROUND UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN 10 DAYS AND NOT LATER THAN 48 HOURS EXCLUDING SATURDAYS, SUNDAYS AND OTHER LEGAL HOLIDAYS PRIOR TO COMMENCEMENT OF WORK. PHONE NUMBER IS 1-800-522-6543.
4. ANY ITEM OF WORK NOT COVERED BY A SEPARATE ITEM IN THE PROPOSAL SHALL BE INCLUDED IN THE COST OF THE ITEM OR WORK OF WHICH IT IS A PART.
5. EXISTING 8" WATER LINE SERVES THE PROPERTY.

SITE DATA:

PROPERTY AREA
ZONING: "CS", COMMERCIAL: 222,156sf, 5.1 acres

BUILDINGS
BLDG #1 THRU #6: 45,000 SF > 1 SPA PER 1000 OFFICE 45 SPA
TOTAL=45 SPA

PROPERTY USE: OFFICE / COMMERCIAL
PARKING REQUIRED: 45 SPACES
PARKING PROVIDED: 72 SPACES

EXISTING CONDITIONS

AREA TYPE	SQ FT	ACRES	PERCENT
PERVIOUS AREAS	222,156	5.10	100%
IMPERVIOUS AREAS	0	0	0%
TOTAL	222,156	5.10	100%

PROPOSED CONDITIONS

AREA TYPE	SQ FT	ACRES	PERCENT
PERVIOUS AREAS	30,210	0.69	13.6%
IMPERVIOUS AREAS	191,946	4.41	86.4%
TOTAL	222,156	5.10	100%

FEMA FIRM MAP: 40143C0434L, DATED: 10/10/12
ZONE "AE", 100 YEAR WSE 600.4

5" — 3500 PSI MINIMUM CONCRETE
8" — Compacted to 95% std Proctor density
LIGHT DUTY ASPHALT

BEFORE YOU DIG... CALL OKIE 1-800-522-6543

COPYRIGHT
DATE OF PRINT:

FOR REVIEW ONLY

REGISTERED PROFESSIONAL ENGINEER SEAL

KINGDOM OFFICE CENTER
CITY OF BIXBY, OK.

CHK'D FOR CITY BY:		
DESIGNED BY:		
CHECKED BY:		
DRAWN BY:		

REVISION	BY	DATE

PLANS & ESTIMATES PREPARED BY: JR DONELSON, INC. CA. NO. 5611 EXP. DATE: 6/30/2023
12820 SO. MEMORIAL DRIVE, OFFICE 100, BIXBY, OKLAHOMA 74008 918-394-3030

PLAN SCALE: 1" = 40'
PROFILE SCALE: HORIZONTAL 1" = VERTICAL 1" =
PROPOSED SITE PLAN
RECOMMENDED: DEVELOPMENT SERVICES MANAGER
RECOMMENDED: ENGINEERING DEPUTY DIRECTOR
APPROVED: CITY ENGINEER
FILE: DRAWING: NAVE-SITE091021
DATE: 9/10/2021
ATLAS PAGE NO.: SHEET OF SHEETS

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance Number 2402, for Comprehensive Plan Land Use Map Minor Amendment BXCP-22.02. Containing 5.08+/- acres, in the 15100-block of South 77th East Avenue, Bixby Industrial Park, Section 23, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant requests a Comprehensive Plan Land Use Map Amendment (BXCP-22.02) for the purposed use of office/warehousing.

Heard on July 18, 2022, at the regular Planning Commission meeting and was unanimously recommended for approval with staff recommendations

EXHIBITS: Ordinance #2402

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of Ordinance #2402 for Comprehensive Plan Minor Amendment BXCP-22.02 located approximately 15100-block of South 77th East Avenue, Bixby Industrial Park

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: City Council

Published in the Tulsa World,
City of Tulsa, Tulsa County, Oklahoma _____, 2022

ORDINANCE NO. 2402

AN ORDINANCE AMENDING ORDINANCE NUMBER 2267; A MINOR AMENDMENT TO THE 2018 COMPREHENSIVE PLAN AS LOCATED: A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 23, T-17-N, R-13-E, TULSA COUNTY, STATE OF OKLAHOMA, LYING EAST OF THE I.B. & M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 335.20 FEET WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 24, MIDLAND ADDITION TO THE TOWN OF BIXBY; THENCE WEST A DISTANCE OF 1009.80 FEET; THENCE SOUTH A DISTANCE OF 219.22 FEET; THENCE EAST A DISTANCE OF 1009.80 FEET; THENCE NORTH A DISTANCE OF 219.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.08 ACRES MORE OR LESS;

AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Ordinance No. 2267 be and the same is now amended and the following described, to-wit:

AMENDMENT OF THE 2018 COMPREHENSIVE PLAN, "BIXBY 2030, OUR VISION, OUR FUTURE" INCLUDING:

TO REDESIGNATE THE MAP FROM ITS CURRENT DESIGNATIONS TO "INDUSTRIAL LIGHT (IL)" AT THE NORTHEAST QUARTER (NE/4) OF SECTION 23, T-17-N, R-13-E, TULSA COUNTY, STATE OF OKLAHOMA, LYING EAST OF THE I.. & M.,, TULSA COUNTY, STATE OF OKLAHOMA, BEGINNING 335.20 FEET WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 24, MIDLAND ADDITION TO THE TOWN OF BIXBY; THENCE WEST A DISTANCE OF 1009.80 FEET; THENCE SOUTH A DISTANCE OF 219.22 FEET; THENCE EAST A DISTANCE OF 1009.80 FEET; THENCE NORTH A DISTANCE OF 219.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.08 ACRES MORE OR LESS;

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ___**-YES,** ___**-NO,** ___**-ABSTAINING,** ___**-ABSENT**, on this 25th day of July 2022.

_____
Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ___**-YES,** ___**-NO,** ___**-ABSTAINING,** ___**-ABSENT**, on this 25th day of July 2022.

_____
Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

_____
City Clerk

APPROVED:

_____
City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Rezone BXZO-22.03 in the 15100-Block of 77th East Avenue, Bixby Industrial Park, Bixby, Oklahoma

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant requests a rezone of the Commercial General (CG) area to Industrial Light (IL) for the proposed use of Office/Warehouse.

Heard on July 18, 2022, at the regular Planning Commission meeting the request was unanimously recommended for approval by City Council.

EXHIBITS: Planning Commission Staff Report
Bixby Zoning Map

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Rezone request BXZO-22.03 from Commercial General (CG) to Industrial Light IL), property located approximately 15100-Block of 77th East Avenue of the Bixby Industrial Park

ITEM NO: _____

MEETING DATE: 7/18/2022

MEETING: City Council

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Donna Crawford, Assistant City Planner

Date: Monday, July 18, 2022

Name: Kingdom Office Center

RE: Comprehensive Plan Amendment (BXCP-22.02) and Rezone (BXZO-22.02)

Location: 15100-block of South 77th East Avenue, Bixby Industrial Park

STR: Section 23, Township 17N, Range 13E

Applicant: Kingdom Investment Group, LLC

Request:

Kingdom Investment Group, LLC is requesting a Comprehensive Plan Amendment (BXCP-22.02) and Rezone (BXZO-22.05).

Description:

The applicant is requesting a Rezone (BXZO-22.03) from (CG) Commercial General to (IL) Industrial Light for a purposed use of office/warehousing.

Existing Zoning; Use:

Commercial General (CG); Vacant

Abutting Zoning; Use:

North: (RD) Residential-Duplex; Duplex Dwelling; (RS-2) Residential Single-Family; Single-Family Dwellings
East: (CG) Commercial General; Vacant
South: (AG) Agriculture; Vacant
West: (IL) Industrial Light; Industrial Type Buildings

Proposed Zoning; Uses:

(IL) Industrial Light; Office / Warehousing

Location: 15100-block of South 77th East Avenue, Bixby Industrial Park

Comprehensive Plan:

The Comprehensive Land Use map indicates Commercial General (CG) for this area.

Project Overview:

Acres: 5.08 +/-	Min. Lot Width: 220 ft	Parking Spaces: 72
Number of Lots: 2	Number of Blocks: 1	Reserve Areas: 1

Amenity Description:

Information not available

Utilities/Site Area:

Water: 8" line running North/South on the west side of Memorial
8" line running East/West along the south boundary property line

Sanitary Sewer: 8" sanitary sewer line running North/South along the west boundary property line.

Storm Sewer: Private. Stormwater Detention is shown on the Preliminary Plat located in the West portion of the lot.

Engineering Review Comments:

Please see attached memo dated May 13, 2022

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

1. Before the Final Plat can be approved, the LOMR-F must be approved by FEMA. The Earth Change can move forward but no building permits may be issued until the LOMR-F is approved by FEMA.

2. Staff supports the Planning Commission's recommendation for approval of the requested Comprehensive Plan Amendment and Rezone, with Planning and Engineering comments implemented to the Plat before moving to Council.

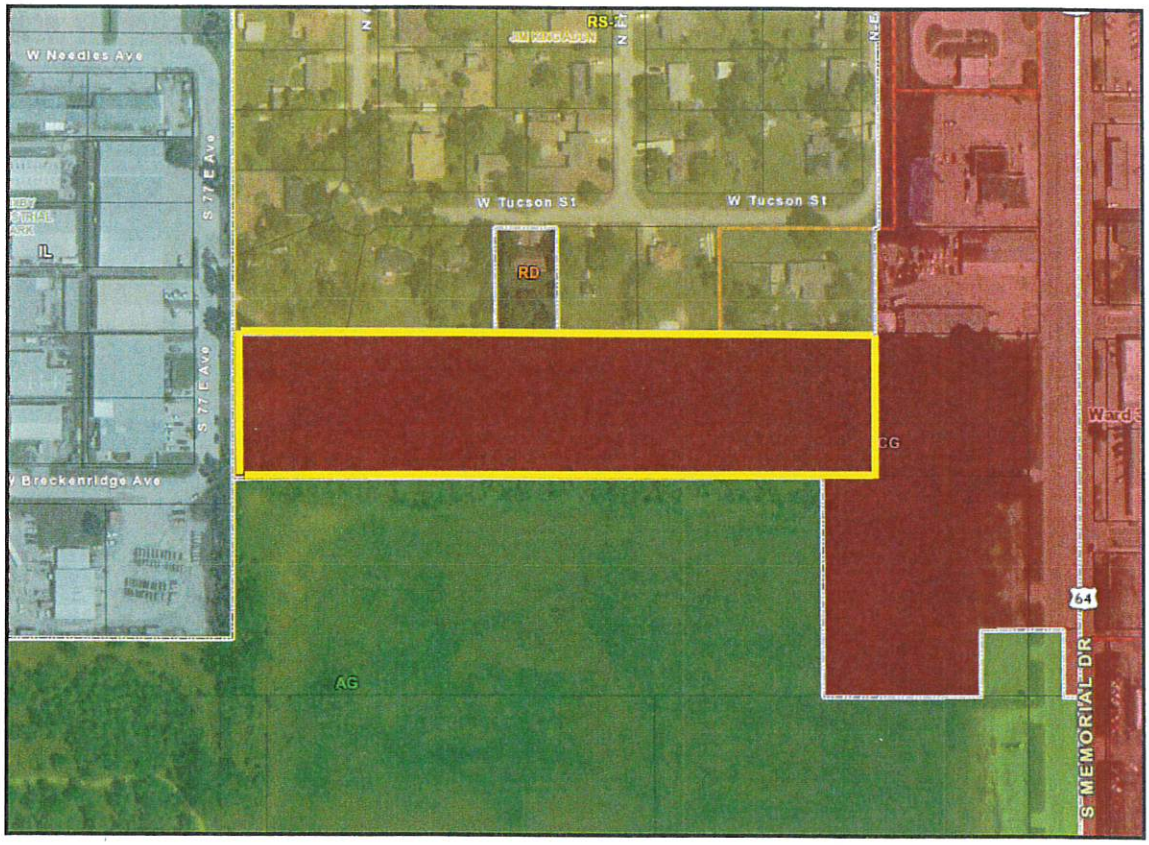


Exhibit A: City of Bixby Zoning Map

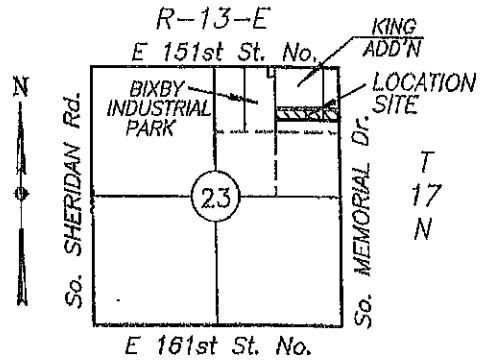
Attachments:

Exhibit A: City of Bixby Zoning Map
Exhibit B: Lot Split Plat – Tract C
Exhibit C: Proposed Site Plan
Exhibit D: Engineering Memo dated May 13, 2022

LOT SPLIT PLAT
TRACT C

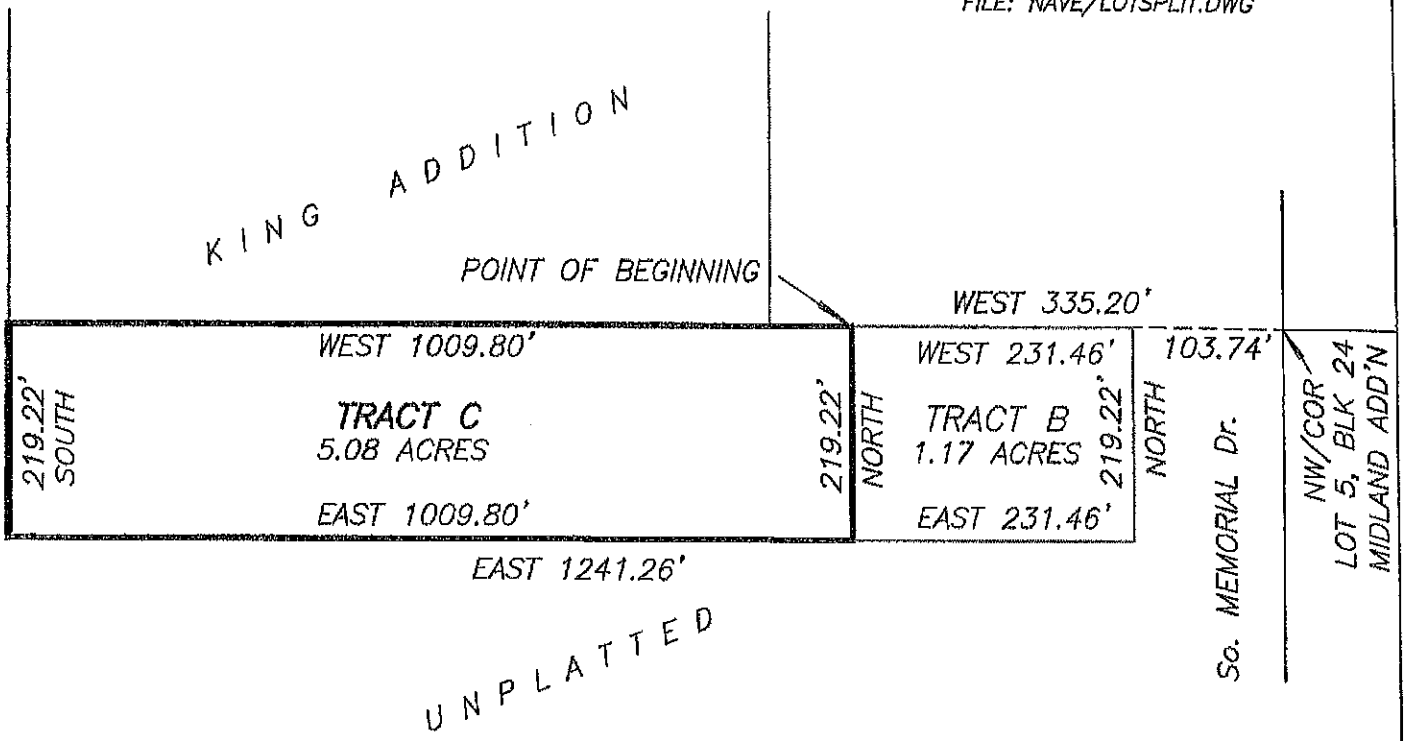
NO SCALE

LEGEND	
NE/4	NORTHEAST QUARTER
NW	NORTHWEST
COR	CORNER
BLK	BLOCK



TULSA COUNTY
LOCATION MAP

FILE: NAVE/LOTSPLIT.DWG



LEGAL DESCRIPTION
TRACT C

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EXHIBIT C

CITY OF BIXBY

P.O. Box 70
116 W. Needles Ave.
BIXBY, OK 74008
(918) 366-4430
(918) 366-6373 (fax)

Development Services – Engineering Memo

To: JR Donelson, JR Donelson, Inc.

From: Justin Dowd, Assistant City Engineer

CC: Bea Aamodt, Public Works Director
Donna Crawford, Assistant City Planner
File

Date: May 13, 2022

Re: **TAC Comments: BXPT-22.05 Kingdom Office Center – Preliminary Plat**

Conceptual Utilities Plan (CUP) Comments:

1. CUP only shows storm sewer. It is assumed a sanitary sewer main extension will be required for the project. Sanitary sewer main should be shown.
2. No public utilities will be allowed under pavement.
3. Plat overlaid on CUP should match submitted preliminary plat.
4. FEMA Floodplain should be shown on CUP.

Preliminary Plat Comments:

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    - ONG gas line is in close proximity to this project. Is the line located on the project? Does the line have an easement? Utility easement for ONG line should be shown on face of plat.
7. Sheet 2
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    - Section 1.H.1. – Is Reserve A dedicated for utility easement in addition to other functions?
    - Section 2.1 – Private covenants to be filed separately?

KINGDOM OFFICE CENTER

OWNER:
KINGDOM INVESTMENT GROUP
15115 S. 76th E. AVE.
BIXBY, OKLAHOMA 74008
PHONE: 918-691-8764
EMAIL: JEROD@918CONSTRUCTION.COM

ENGINEER:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-2023
EMAIL: JRDON@TULSACOXMAIL.COM

LEGEND

U/E	UTILITY EASEMENT
BLDG	BUILDING
tc	TOP OF CURB
tp	TOP OF PAVEMENT
ng	NATURAL GROUND
L.N.A.	LIMITS OF NO ACCES
A.O.	ACCESS OPENING
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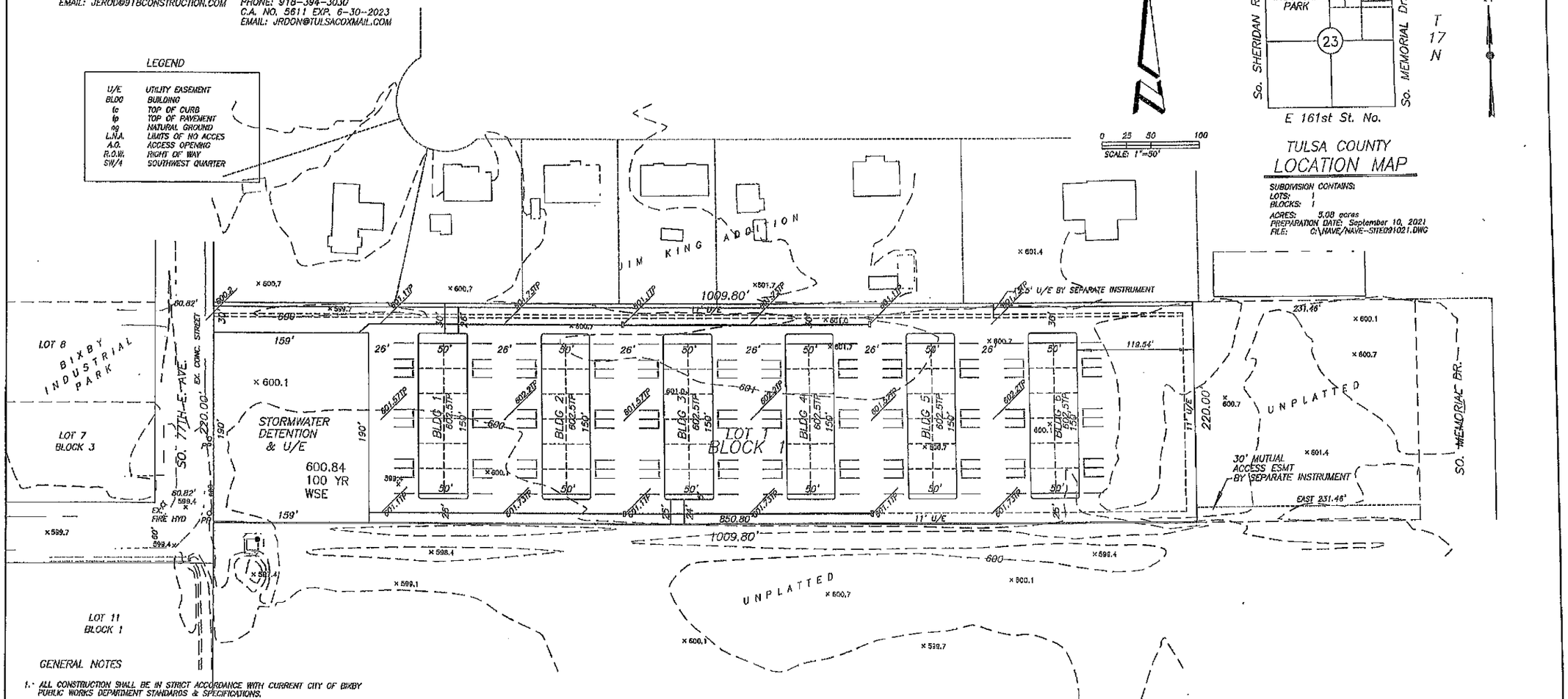

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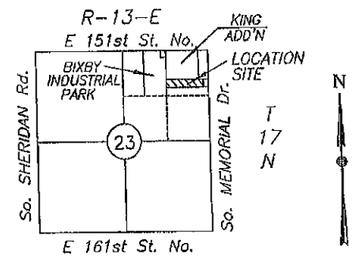
SCALE: 1"=50'



TULSA COUNTY
LOCATION MAP

SUBDIVISION CONTAINS:
LOTS: 1
BLOCKS: 1
ACRES: 5.08 acres
PREPARATION DATE: September 10, 2021
FILE: C:\WAVE/NAVE--SITE091021.DWG

GENERAL NOTES

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5. EXISTING 8" WATER LINE SERVES THE PROPERTY.

SITE DATA:

PROPERTY AREA
ZONING: "CS", COMMERCIAL: 222,156sf, 5.1 acres

BUILDINGS
BLDG #1 THRU #6: 45,000 SF > 1 SPA PER 1000 OFFICE 45 SPA
TOTAL=45 SPA

PROPERTY USE: OFFICE / COMMERCIAL
PARKING REQUIRED: 45 SPACES
PARKING PROVIDED: 72 SPACES

EXISTING CONDITIONS

AREA TYPE	SQ FT	ACRES	PERCENT
PERVIOUS AREAS	222,156	5.10	100%
IMPERVIOUS AREAS	0	0	0%
TOTAL	222,156	5.10	100%

PROPOSED CONDITIONS

AREA TYPE	SQ FT	ACRES	PERCENT
PERVIOUS AREAS	30,210	0.69	13.6%
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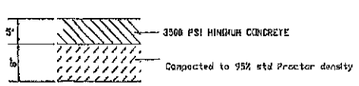
ZONE "AE", 100 YEAR WSE 600.4



LIGHT DUTY ASPHALT

BEFORE YOU DIG... CALL OKIE (1-800-522-6543)

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DATE OF PRINTS:

FOR REVIEW ONLY

REGISTERED PROFESSIONAL ENGINEER SEAL

KINGDOM OFFICE CENTER
CITY OF BIXBY, OK.

PLANS & ESTIMATES PREPARED BY: CA NO. 5611 EXP. DATE: 6/30/2023
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE, OFFICE 100, BIXBY, OKLAHOMA 74008 918-394-3030

REVISION	BY	DATE
CHKD FOR CITY SW		
DESIGNED SW		
CHECKED SW		
DRAWN SW		

PLAN SCALE: 1" = 40'
PROFILE SCALE: HORIZONTAL 1" = / VERTICAL 1" =
PROPOSED SITE PLAN
RECOMMENDED: DEVELOPMENT SERVICES MANAGER
RECOMMENDED: ENGINEERING SERVICES MANAGER
APPROVED: CITY ENGINEER
FILES: DRAWING NAME--SITE091021
DATE: 9/10/2021
AREAS PAGE NO:
SHEET OF SHEETS

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance Number 2403, for Rezone BXZO-22.03 Containing 5.08+/- acres, in the 15100-block of South 77th East Avenue, Bixby Industrial Park, Section 23, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant requests a Rezone BXZO-22.03 for the purposed use of office/warehousing.

Heard on July 18, 2022, at the regular Planning Commission meeting and was unanimously recommended for approval with staff recommendations

EXHIBITS: Ordinance #2403

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of Ordinance #2403 for Rezone BXZO-22.03 located approximately 15100-block of South 77th East Avenue, Bixby Industrial Park

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: City Council

Published in the Tulsa World,
City of Tulsa, Tulsa County, Oklahoma, _____ 2022

ORDINANCE NO 2403

AN ORDINANCE AMENDING ORDINANCE NUMBER 272; REZONING A TRACT OF LAND, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE, FROM A CG CLASSIFICATION TO IL CLASSIFICATIONS (BXZO-22.03); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Ordinance No. 272 be and the same is now amended and the following described property, to-wit:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 23, T-17-N, R-13-E, TULSA COUNTY, STATE OF OKLAHOMA, LYING EAST OF THE I.B. & M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 335.20 FEET WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 24, MIDLAND ADDITION TO THE TOWN OF BIXBY; THENCE WEST A DISTANCE OF 1009.80 FEET; THENCE SOUTH A DISTANCE OF 219.22 FEET; THENCE EAST A DISTANCE OF 1009.80 FEET; THENCE NORTH A DISTANCE OF 219.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.08 ACRES MORE OR LESS

Located at or near the 15100-BLOCK of 77th EAST AVENUE, BIXBY INDUSTRIAL PARK, BIXBY, OKLAHOMA be and the same is now designated and re-zoned from (CG)Commercial General to Industrial Light (IL).

Section 3. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 4. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ___**-YES,** ___**-NO,** ___**-ABSTAINING,** ___**-ABSENT**, on this 25th day of July 2022.

_____
Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least a four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ___**-YES,** ___**-NO,** ___**-ABSTAINING,** ___**-ABSENT**, on this 25th day of July 2022.

_____
Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

_____
City Clerk

APPROVED:

_____
City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Preliminary Plat BXPT-22.05, Kingdom Office Center located approximately in the 15100-Block of 77th East Avenue, Bixby Industrial Park, Bixby, Oklahoma

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:
The applicant is requesting approval for the Preliminary Plat for Kingdom Office Center for the proposed use Office/Warehouse.

Lot Split approved July 19, 2021

Heard on July 18, 2022, at the regular Planning Commission meeting. The Preliminary Plat was unanimously recommended approval with planning review and engineering review comments and recommendations. Applicant is in agreement with staff recommendations.

EXHIBITS: Planning Commission Staff Report
Lot Split Plat
Preliminary Plat with Deed of Dedication
Site Plan
Engineering/TAC review comments

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Preliminary Plat BXPT-22.05, Kingdom Office Center located approximately 15100-Block of 77th East Avenue of the Bixby Industrial Park

ITEM NO: _____

MEETING DATE: 7/25/2022

MEETING: City Council

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Donna Crawford, Assistant City Planner

Date: Monday, July 18, 2022

Name: Kingdom Office Center

RE: Preliminary Plat BXPT-22.05

Location: 15100-block of South 77th East Avenue, Bixby Industrial Park

STR: Section 23, Township 17N, Range 13E

Applicant: Kingdom Investment Group, LLC

Site Stats:

Acres: 5.08 +/-	Min. Lot Width: 220 ft	Parking Spaces: 72
Number of Lots: 2	Number of Blocks: 1	Reserve Areas: 1

Request:
Kingdom Investment Group, LLC is requesting approval for Preliminary Plat BXPT-22.05

Existing Zoning; Use:
Commercial General (CG); Vacant

Abutting Zoning; Use:

North: (RD) Residential-Duplex; Duplex Dwelling; (RS-2) Residential Single-Family; Single-Family Dwellings
East: (CG) Commercial General; Vacant
South: (AG) Agriculture; Vacant
West: (IL) Industrial Light; Industrial Type Buildings

Exhibit A: City of Bixby Zoning Map

Staff Review

The applicant is requesting a Preliminary Plat for the Kingdom Office Center. The Lot Split was approved on July 6, 2021.
The proposed development is consistent with development patterns on adjacent properties to the West. The Comprehensive Land Use Map indicates Commercial Shopping (CS) for this area.

Utilities/Site Area:

Water: 8" line running North/South on the west side of Memorial
8" line running East/West along the south boundary property line

Sanitary Sewer: 8" sanitary sewer line running North/South along the west boundary property line.

Storm Sewer: Private. Stormwater Detention is shown on the Preliminary Plat located in the West portion of the lot.

Planning Review Comments:

1. This project is located in the regulatory floodplain and no lots can be platted in the floodplain. Floodplain within the platted property must be removed with FEMA approval before the approval of the final plat.

2. It is to be noted that building permits may not be issued until FEMA approves the LOMR-F for this tract.

Engineering Review Comments: Please see attached Engineering Memo dated May 13, 2022

Public Comments: Staff has received (1) one phone call wanting to know what type of business was being proposed.

Staff Comments:

1. Staff supports Planning Commission recommendation for approval of the requested Preliminary Plat with Planning and Engineering comments implemented to the Plat before moving to Council.

Attachments:

Exhibit A:	City of Bixby Zoning Map
Exhibit B	Preliminary Plat by JR Donelson, Inc
Exhibit C:	Engineering Memo dated May 6, 2022

CITY OF BIXBY

P.O. Box 70
116 W. Needles Ave.
BIXBY, OK 74008
(918) 366-4430
(918) 366-6373 (fax)

Development Services – Engineering Memo

To: JR Donelson, JR Donelson, Inc.

From: Justin Dowd, Assistant City Engineer

CC: Bea Aamodt, Public Works Director
Donna Crawford, Assistant City Planner
File

Date: May 13, 2022

Re: **TAC Comments: BXPT-22.05 Kingdom Office Center – Preliminary Plat**

Conceptual Utilities Plan (CUP) Comments:

1. CUP only shows storm sewer. It is assumed a sanitary sewer main extension will be required for the project. Sanitary sewer main should be shown.
2. No public utilities will be allowed under pavement.
3. Plat overlaid on CUP should match submitted preliminary plat.
4. FEMA Floodplain should be shown on CUP.

Preliminary Plat Comments:

5. This project is located in the regulatory floodplain. No lots can be platted in the floodplain. Floodplain within platted must be removed with FEMA approval prior to approval of final plat. All floodplain to remain must be included in reserve areas.
6. Sheet 1
    - FEMA Floodplain should be shown on plat.
    - Perimeter utility easement should be 17.5-feet.
    - ONG gas line is in close proximity to this project. Is the line located on the project? Does the line have an easement? Utility easement for ONG line should be shown on face of plat.
7. Sheet 2
    - Section 1.B.3. – Storm sewer is private.
    - Section 1.H.1. – Is Reserve A dedicated for utility easement in addition to other functions?
    - Section 2.1 – Private covenants to be filed separately?

Donna Crawford

From: Mike Butler
Sent: Thursday, May 12, 2022 4:37 PM
To: Donna Crawford
Subject: RE: Emailing: BXPT-22.06 Oral Roberts Ministries CUP

Donna,
Oral Roberts Ministry Site Plan:
Access appears to be within the fire code requirements.

I should point out that our city code requires commercial projects to be located within 300 feet of a fire hydrant. Looking at the site plan, it appears this project does not meet that standard.

Kingdom Office Center Site Plan:
Access looks good.

Hydrant access will need to be addressed. There appear to be two hydrants, one located at the east end of the property on Memorial and one located at 77th E Ave & Breckenridge. (1300 ft. spacing)

Mike Butler I Fire Marshal

116 W Needles Avenue, P.O. Box 70
Bixby, Ok. 74008
T: 918-366-0436
E: mbutler@bixbyok.gov

-----Original Message-----
From: Donna Crawford
Sent: Thursday, May 12, 2022 2:40 PM
To: Mike Butler
Subject: Emailing: BXPT-22.06 Oral Roberts Ministries CUP

Your message is ready to be sent with the following file or link attachments:

BXPT-22.06 Oral Roberts Ministries CUP

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

PLAT No.

OWNER:
KINGDOM INVESTMENT GROUP
15115 S. 76th E. AVE.
BIXBY, OKLAHOMA 74008
PHONE: 918-691-8764
EMAIL: JEROD@918CONSTRUCTION.COM

ENGINEER:
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12820 SO. MEMORIAL DRIVE
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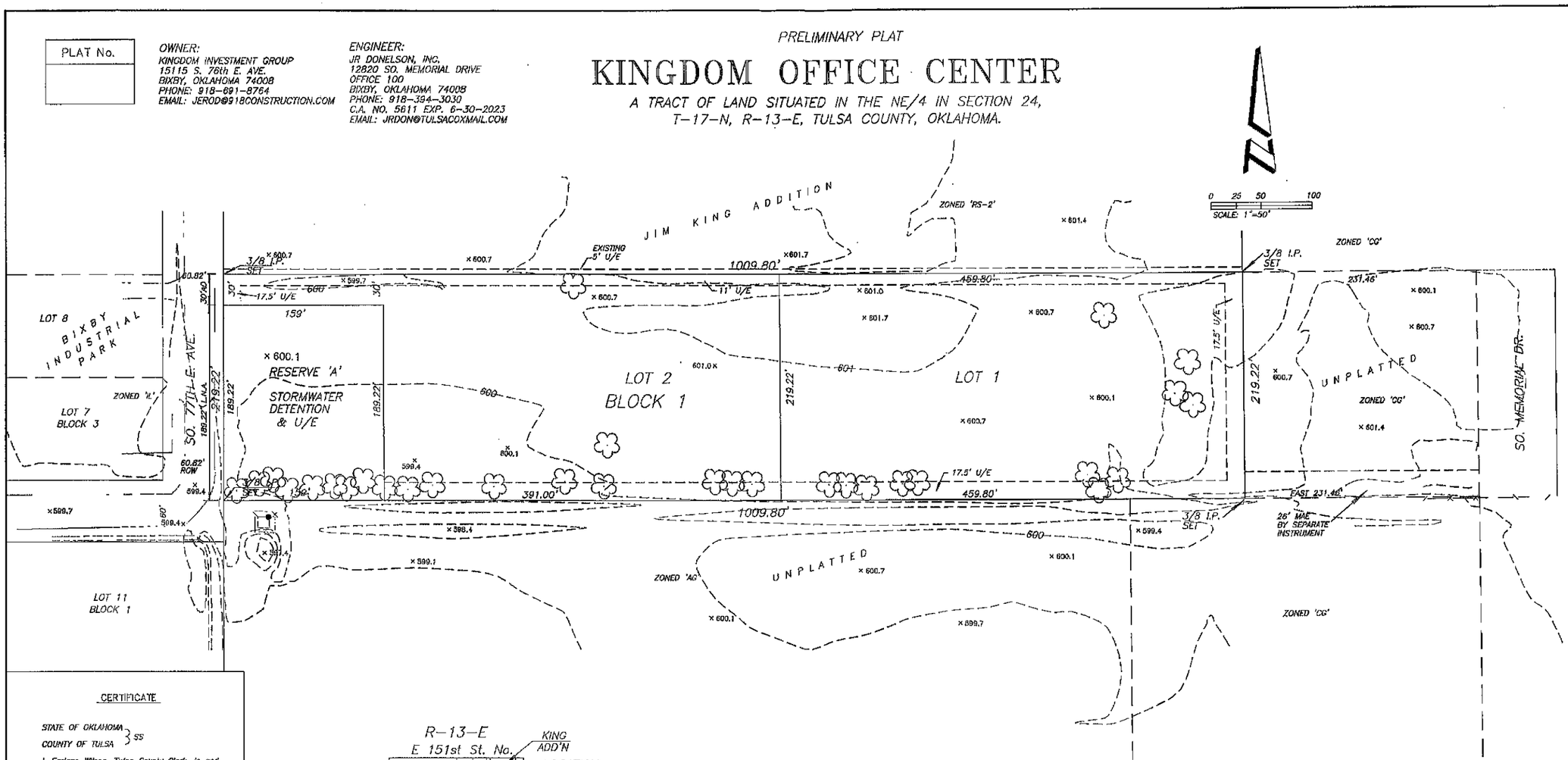
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-2023
EMAIL: JRDON@TULSACOXMAIL.COM

PRELIMINARY PLAT

KINGDOM OFFICE CENTER

A TRACT OF LAND SITUATED IN THE NE/4 IN SECTION 24,
T-17-N, R-13-E, TULSA COUNTY, OKLAHOMA.



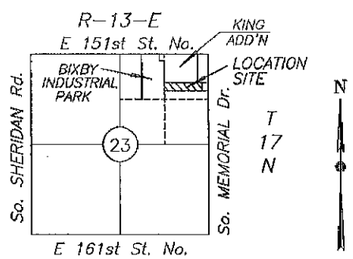
CERTIFICATE

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the ____ day of _____
Earlene Wilson, Tulsa County Clerk

_____
Deputy



TULSA COUNTY
LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION CONTAINS:
LOTS: 2
BLOCKS: 1
RESERVE AREA: 1

ACRES: 5.10 acres, 222,158 sf
PREPARATION DATE: March 1, 2022
FILE: C:\NAVE/NAVE-FP091021.DWG

LEGEND

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L.N.A.	LIMITS OF NO ACCES
A.O.	ACCESS OPENING
R.O.W.	RIGHT OF WAY
SW/4	SOUTHWEST QUARTER

NOTES:

1. This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Surveyors.
2. BASIS FOR BEARINGS: The basis for bearings is the East line of the NE/4 of the NE/4 of Section 23, T-17-N, R-13-E, shown as N 00°00'00"W.
3. FEMA FIRM MAP: 40143C0434L, DATED: 10/10/12
   ZONE "AE", 100 YEAR WSE 600.84
   MINIMUM FINISH FLOOR: 601.84
4. PINS OR SET OR FOUND AT ALL PROPERTY CORNERS.

KINGDOM OFFICE CENTER
PREPARATION DATE: MARCH 1, 2022
SHEET 1 OF 2

KINGDOM OFFICE CENTER

OWNER:
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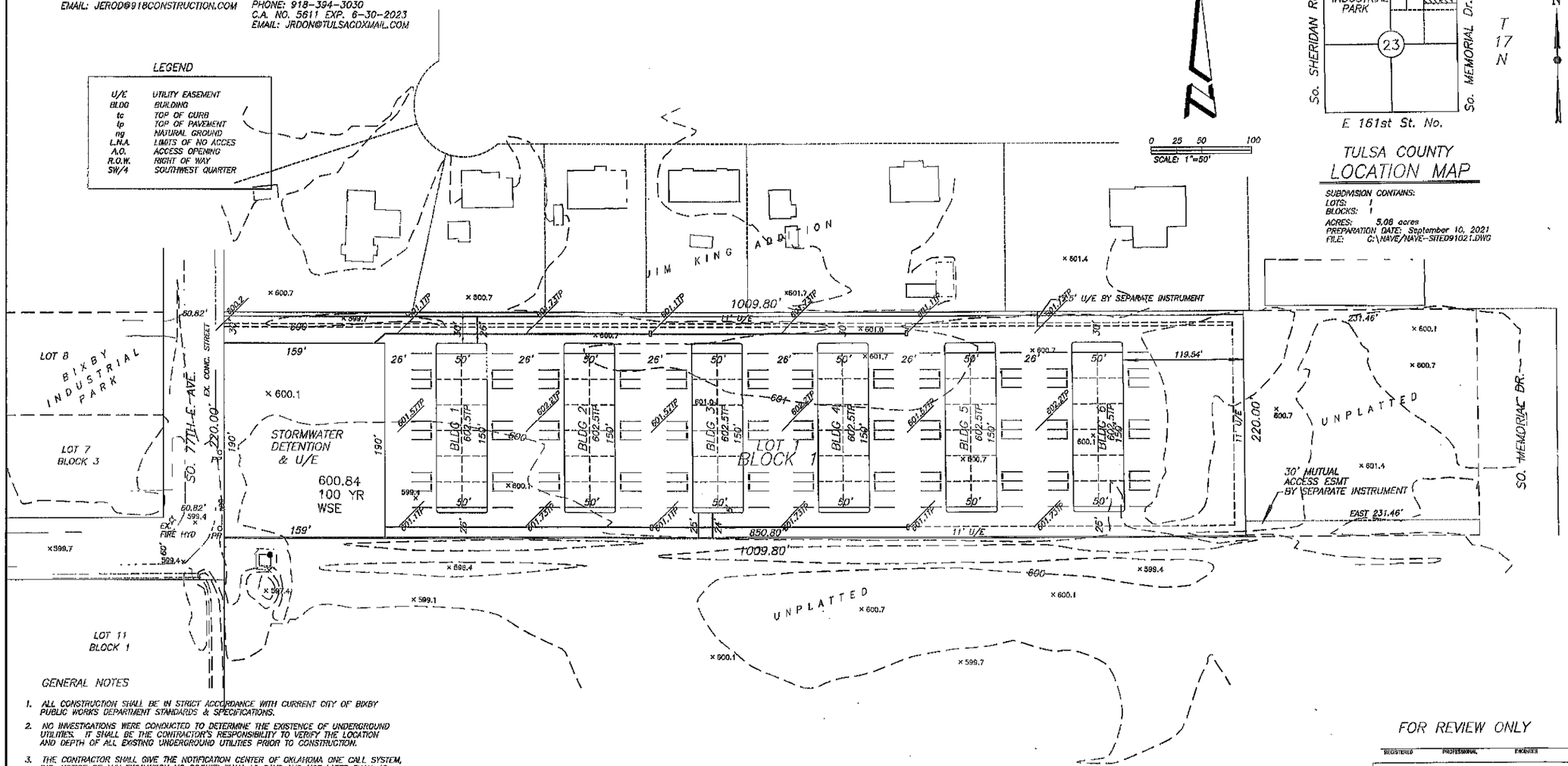

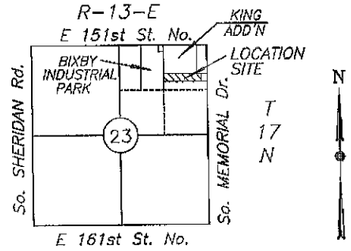

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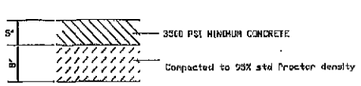

LIGHT DUTY ASPHALT

FOR REVIEW ONLY

REGISTERED PROFESSIONAL ENGINEER OKLA.

KINGDOM OFFICE CENTER
CITY OF BIXBY, OK.

PLANS & ESTIMATES PREPARED BY: JR DONELSON, INC. CA NO. 5611 EXP. DATE 6/30/2023
12820 SO. MEMORIAL DRIVE, OFFICE 100, BIXBY, OKLAHOMA 74008 918-394-3030

REVISION	BY	DATE
CHKD FOR CITY INT.		
DESIGNED BY:		
CHECKED BY:		
DRAWN BY:		

PLAN SCALE: 1" = 40'
PROFILE SCALE: HORIZONTAL 1" = VERTICAL 1" =
PROPOSED SITE PLAN
RECOMMENDED: DEVELOPMENT SERVICES MANAGER
RECOMMENDED: ENGINEERING DEPUTY DIRECTOR
APPROVED: CITY ENGINEER
FILE: DRAWING NAME--SITE091021
DATE: 9/10/2021
ATLAS PAGE NO:
SHEET OF SHEETS

BEFORE YOU DIG... CALL OKIE 1-800-522-6543

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DATE OF PRINT: