



Notice and Agenda Work Session Meeting of The Bixby City Council

Dawes Conference Room
113 West Dawes, Bixby, Oklahoma 74008
June 13, 2022 at 5:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran, City Clerk

Agenda

1. Discussion on FY 2023 Budget.

Charles Barnes

2. Discussion on Christmas in Downtown 2022.

Bryan Toney

Notice of Posting

This Notice and Agenda was posted on the bulletin board June 10th on or before 5:00 p.m., at City Hall, 116 West Needles Bixby Oklahoma.

Respectfully submitted,

Shannon Duran
City Clerk



City Council Meeting Agenda

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
June 13th, 2022 at 6:00 P.M.

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.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran, City Clerk

Pledge of Allegiance

Invocation

Consent Agenda

City Clerk's Report

Consider and approve:

- a. Minutes for the Work Session meeting dated 05/23/22.
- b. Minutes for the City Council meeting dated 05/23/22.
- c. Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-23 in the amount of \$27,984.17(General Fund's portion).
- d. Consider and/or approve re-adoption of the City of Bixby City Council Handbook originally adopted March 30, 2015.

- e. Consider and/or approve Worker's Compensation Insurance renewal for FY-23 in the amount of \$193,388.81 (City portion of total bill).
- f. Consider and/or approve Worker's Compensation Insurance application to use escrow balance for FY-23 premium due. The amount of \$46,632.13 (City portion of total refund).
- g. Approve purchase of a Cushman 1200x utility cart in the amount of \$19,845.00 State Contract SW0190 Kansas Golf and Turf. Approved in Capital Budget FY 22.
- h. Discuss and/or approve purchase to Goddard Enterprises, in the amount of \$49,943.34 for one replacement emergency outdoor warning siren and one new emergency outdoor warning siren.
- i. Discuss and/or approve the continuance of the existing contract with Alliance Maintenance who provides janitorial services for City Hall at a cost of \$1,760.00 monthly. No changes to the contract or pricing.
- j. Consider and/or approve annual renewal of internal and external work order software package from CivicPlus, Inc. (called SeeClickFix) for FY23 in the amount of \$11,025.(City Portion is \$5,512.50).
- k. Acknowledge receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072220294, Facility No. 3007243, River Crest Blocks 11-13 and SL000072220295, Facility No. S-20438, River Crest Blocks 11-13.

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.

Regular Agenda

1. Consider and/or approve FY23 budget including budget resolution.

Charles Barnes

2. Request authorization to purchase ESO Software totaling \$19,893.85, funding from Capital Improvement.

Joey Wiedel

3. City Manager's Report

Jared Cottle

4. New Business

Mayor or Vice-Mayor

5. Adjournment

Mayor or Vice-Mayor

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of June 10th, 2022, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby Oklahoma.

Respectfully Submitted

Shannon Duran

City Clerk

For Special Accommodations

Persons who require a 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](mailto:sduran@bixbyok.gov) (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.

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
June 13th, 2022

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

Call to Order

Chairman

Roll Call

Shannon Duran, City Clerk

Consent Agenda

Secretary's Report

Consider and approve:

- a. Minutes for Bixby Public Works Authority regular meeting 05/09/22.
- b. Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-23 in the amount of \$26,944.35 (BPWA's portion).
- c. Consider and/or approve Worker's Compensation Insurance renewal for FY-23 in the amount of \$27,096.19 (BPWA portion of the bill).
- d. Consider and/or approve Worker's Compensation Insurance application to use escrow balance for FY-23 premium due. The amount of \$6,533.77 (BPWA portion of total refund).
- e. Consider and/or approve annual renewal of internal and external work order software package from CivicPlus, Inc. (called SeeClickFix) for FY23 in the amount of \$11,025. (City Portion is \$5,512.50).
- f. Discuss and/or approve Purchase Order for DaVco to install condensate line; \$3,725.

Regular Agenda

1. Consider and/or approve FY23 budget including budget resolution.
Charles Barnes
2. Discuss and/or approve Change Order #1 for the Memorial Traffic Signal Synchronization Project for \$100,633.
Bea Aamodt
3. New Business
Chairman
4. Adjournment
Chairman

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of June 10th, 2022, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Shannon Duran
City Clerk

For Special Accommodations

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City of Bixby City Council Work Session Meeting Minutes

Dawes Conference Room
113 W Dawes, Bixby, Oklahoma 74008
May 23rd, 2022, at 5:00 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 May 20th, 2022, on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 5:03 p.m. City Clerk, Shannon Duran called the roll and the following members were present.

Members Present

Guthrie
Blair
Founds
Girard (present 5:19)
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Jon Brown, Public Works
John Wood, Parks Dir.
Marc Kutz, Fire Chief
Todd Blish, Police Chief
Bea Aamodt, Public Works Dir.
Justin Dowd, Asst. Engineer
Shannon Duran, City Clerk

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

Discussion on Oklahoma Retirement Fund (OMRF) renewal.

Presented by Charles Barnes

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

Discussion of FY23 Budget Proposal.

FY23 Budget Proposal packet provided to all members.

Presented by Charles Barnes

Discussion continued.

No action was taken.

The adjournment was called at 5:33 p.m.

Mayor

Attest

City Clerk



City of Bixby City Council Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
May 23, 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 May 20, 2022 on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 6:00 p.m.

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

Members Present

Guthrie
Blair
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Donna Crawford, Community Dev
Justin Dowd, Asst. Engineer
Todd Blish, Police Chief
Marc Kutz, Dep Fire Chief
Bea Aamodt, Public Works Dir.
Donna Crawford, Community Dev
Shannon Duran, Dep. City Clerk

Pledge of Allegiance

Invocation was given by Phil Frazier

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 05/09/22.

- b. Minutes for the City Council meeting dated 05/09/22.
- c. Discuss and/or approve a change order in the amount of \$4,241.29, on previously approved consent item, in the amount of \$13,013.00 for Digi Surveillance Systems, for a total purchase amount of \$17,254.29, for replacement of current jail camera system.
- d. Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-22 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (General Fund portion).
- e. Resolution No. 2022-8, providing for the annual renewal, ratification and reaffirmation, in Fiscal Year 2022-2023, of a certain Security Agreement between the City of Bixby and the Bixby Public Works Authority, dated November 30, 2017.
- f. Consider and/or take action on purchasing unleaded gasoline for \$30,000 for the Police Department.
- g. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance for FY23 in the amount of \$89,508.09 (City's portion of total bill – includes General Fund, Parks and Cemetery).
- h. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's property insurance in the amount of \$54,302.81 (City portion of total bill).
- i. Consider and/or approve 2023 Court Dates.
- j. Discuss and/or take action on a resolution to declare certain dates designated for Celebration & Holiday Observance in the city limits of Bixby.
- k. Consider and/or approve 2022-2023 Oklahoma Municipal League Service Fees in the amount of \$10,273.00 (City portion).
- l. Consider and/or take action on Memorandum of Understanding between City of Bixby and the Indian Nations Council of Government (INCOG) regarding the 911 system.
- m. Discuss and/or take action on purchasing unleaded gasoline for \$25,000.
- n. Approve renewing mowing contract with BOCA Outdoors for FY23 to mow R-O-W.
- o. Approve renewing mowing contract with Source One for FY23 to mow the Haikey Levee.

- p. Approve renewing mowing contract for FY23 to mow Bixby Cemetery.
- q. Approve renewing mowing contract with Precision Fencing for FY23 to mow Fry Creek channels, Bixby Creek channel, and R-O-W.
- r. Approve renewing mowing contract with Prodigy Lawn and Care for FY23 to mow R-O-W.
- s. Discuss and/or take action to approve final acceptance of the CDBG Needles Storm Sewer and Sidewalk Project with a final contract amount of \$216,241.63.
- t. Approve permissive encroachment agreement on property located at 13935 S. 95th E Ave., Bixby, Ok. 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.

Mayor Guthrie asked if there were any comments or questions on the Consent Agenda.

Vice Mayor Blair asked to pull item “n”, “q” and “s” for discussion.

Others that spoke: Bea Aamodt

Discussion continued.

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

Carried 5-0

Ayes: Founds, Blair, Revelis, Girard, Guthrie

Nays: None

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

Discussion, consideration and public hearing held to receive input on the FY-23 Budget.

Presented by Charles Barnes

Others that spoke:

1. Victoria Altman, 14127 S Winston Ave, Bixby, Ok 74008.
2. Jared Cottle, City Manager.
3. Bea Aamodt, Public Works Director.

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

Discussion, consideration and possible approval of Ordinance Number 2397. An ordinance amending the employee retirement system, defined contribution plan for the position of City Manager for the City of Bixby, Oklahoma by adopting a revised and restated retirement plan.

Presented by Charles Barnes

Others that spoke: Bryan Cozad, 14425 S 50th Ave, Bixby, Ok 74008

Mayor Guthrie asked for a motion on item #2. Councilor 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

Mayor Guthrie said item #3 on the Regular Agenda is:

Discussion and possible approval of Ordinance Number 2398. An ordinance amending the employee retirement system, defined contribution special incentive plan for the position of City Manager for the City of Bixby, Oklahoma by adopting a revised and restated retirement plan.

Presented by Charles Barnes

Mayor Guthrie asked for a motion on item #3. Councilor Revelis made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 5-0

Ayes: Revelis, Founds, Girard, Blair, Guthrie

Nays: None

Mayor Guthrie said item #4 on the Regular Agenda is:

Discussion and possible approval of Ordinance Number 2391, Bixby Comprehensive Plan Amendment (BXCP-22.01) to the Comprehensive Plan in the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E to reconfigure the Commercial Shopping area.

Presented by Donna Crawford

Others Spoke: Jason Mohler

Mayor Guthrie asked for a motion on item #4. Councilor 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

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

Discussion and possible action to declare an emergency regarding Ordinance Number 2391 making it effective immediately upon passage and approval.

Presented by Donna Crawford

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 4-1

Ayes: Founds, Revelis, Blair, Guthrie

Nays: Girard

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

Discussion and possible approval of Ordinance Number 2395, Bixby Zoning (BXZO-22.02), Rezoning for 151st & Harvard, proposed amendment to a zoning district in the City of Bixby, from Commercial Shopping (CS) to Residential Single Family (RS-3), to allow for a Residential Development in Bixby Planned Unit Development (BXPUD-22.04), containing 13 more or less acres at the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E.

Presented by Donna Crawford

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

Carried 5-0

Ayes: Founds, Revelis, Girard, Blair, Guthrie

Nays: None

Mayor Guthrie said item #7 on the Regular Agenda is:

Discussion and possible action to declare an emergency regarding Ordinance Number 2395 making it effective immediately upon passage and approval.

Presented by Donna Crawford

Mayor Guthrie asked for a motion on item #7 declare an emergency regarding Ordinance Number 2395 making it effective immediately upon passage and approval.. Councilor Founds made a motion to accept, seconded by Councilor Blair. The vote was taken with the following results:

Carried 4-1

Ayes: Founds, Blair, Revelis, Guthrie

Nays: Girard

Mayor Guthrie said item #8 on the Regular Agenda is:

Discussion and possible approval of Ordinance Number 2392, Bixby Planned Unit Development-22.04 (BXPUD-22.04) for 151st & Harvard, containing Three (3) Development Areas, 31 acres, in the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E.

Presented by Donna Crawford

Mayor Guthrie asked for a motion to approve on item #8 as amended with conditions to modify PUD as listed below. Councilor Girard made a motion to accept item #8 as modified, seconded by Councilor Founds. The vote was taken with the following results:

Item #8 approved with the following conditions of PUD

1. 3 designated parks within the residential and commercial areas.
2. Reconfiguration of the entrances off of 151st St and Harvard Ave.
3. Lot 8 not have any residential component.

Carried 5-0

Ayes: Girard, Founds, Revelis, Blair, Guthrie

Nays: Girard

Mayor Guthrie said item #9 on the Regular Agenda is:

Discussion and possible action to declare an emergency regarding Ordinance Number 2392 making it effective immediately upon passage and approval.

Presented by Donna Crawford

Mayor Guthrie asked for a motion on item #9. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 4-1

Ayes: Founds, Revelis, Blair, Guthrie

Nays: Girard

Mayor Guthrie said item #10 on the Regular Agenda is:

Discussion and possible approval of Final Plat (BXPT- 20.08) Bixby Village. Located East 161st Street South between South Memorial Drive and South Mingo Road. Section 25, Township 17N, Range 13E.

Presented by Donna Crawford

Mayor Guthrie asked for a motion on item #10. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 4-1

Ayes: Founds, Revelis, Blair, Guthrie

Nays: Girard

Mayor Guthrie said item #11 on the Regular Agenda is:

Discussion and possible approval of the Preliminary Plat BXPT-22.09 Oral Roberts Ministries.

Presented by Donna Crawford

Others who spoke: Barrick Rosenbaum

Mayor Guthrie asked for a motion on item #11. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0

Ayes: Founds, Revelis, Girard, Blair, Guthrie

Nays:

Mayor Guthrie said item #12 on the Regular Agenda is:

Discuss and/or take action on Utility Easement Dedication for Lot 4, Block 1, Village Ten Addition in Tulsa County, OK.

Presented by Justin Dowd

Mayor Guthrie asked for a motion on item #12. Councilor Girard made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-1

Ayes: Girard, Founds, Revelis, Blair

Nays: Guthrie- Abstained

Mayor Guthrie said item #13 on the Regular Agenda is:

Discuss and/or take action on Utility Easement Dedication for Lots 5 and 6, Block 1, Village Ten Addition in Tulsa County, OK

Presented by Justin Dowd

Mayor Guthrie asked for a motion on item #13. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 4-1

Ayes: Founds, Revelis, Girard, Blair

Nays: Guthrie Abstained

Mayor Guthrie moves to call item #21, BPWA Consent Agenda and BPWA items out of order. Mayor Guthrie states we will come back to item #14 after those items are called.

Mayor Guthrie said item #21 on the Regular Agenda is:

City Managers Report

- Water Assistance Program to assistance low income households with water utilities– Presented by Charles Barnes.
- Update on relief efforts in Southtown.
- Weather Awareness for upcoming rainfall.
- Bentley Park Splash Pad and Charley Young Interactive Fountain opening Memorial Day weekend.
- Closure of Lake Bixoma to public for water rescue and boat training on 5/26/22.
- City office closure on 5/30/22 for Memorial Day holiday.
- Update for upcoming city events presented by Brian Toney, Public Information Officer.
- Coming Together Event will be held on 6/4 530-830. Free Event at Charley Young
- Food Trucks on Harmony Bridge will be on 6/11 from 11am-3pm.
- Safe Kids car seat check-up at fire station 2 will be held on 5/26 and 6/23 from 10am to noon.
- Green Corn Festival at Charley Young Park 6/23, 6/24 and 6/25. Hours of operation 6/23 and 6/24 from 6-11pm. Hours of operation on 6/25 10am to midnight. Parade will begin at 10am on 6/25.
- Bixby Freedom Celebration will be held 7/1 between 7pm-10pm. Fireworks to begin at 8:45pm.
- Rotary Club event for Memorial Day at Bixby Cemetery
- Mosquito issues public to make any reports to Tulsa County Health Department.

Mayor Guthrie calls BPWA Consent Agenda after item #21. (See minutes under BPWA Consent Agenda).

During BPWA Regular Agenda Mayor Guthrie recused himself and exited City Council Meeting before BPWA Regular Agenda is called. Vice Mayor Blair calls BPWA Regular Agenda out of order and will return to Item #14. (See minutes under BPWA Regular Agenda).

Time: 7:43 p.m.

Vice Mayor Blair said item #14 on the Regular Agenda is:

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 or successors, Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.
- b. Discussion on negotiations and/or purchase for certain real property at 6 E. Breckenridge, owned by Bixby Properties, LLC, Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.
- c. Discussion on negotiations and/or purchase for certain real property at 8453 E. 151st Street, owned by NMB Manufacturing, LLC Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.
- d. Discussion on property exchange negotiations for certain real property at approximately 151st Street and 63rd E. Ave. owned by Joey and Jackie Newton: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.
- e. Discussion on negotiations and/or purchase for certain real property at the north end of North Riverview Drive, owned by Roger Metcalf, et al: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.

Vice Mayor Blair asked for a motion on item #14. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 3-1

Ayes: Founds, Revelis, Girard, Blair

Nays: Girard Abstains

Not Present: Mayor Guthrie

Time: 7:45 pm (Council enters into Executive Session)

Time: 8:40 pm (Council reenters City Council Meeting. Councilor Girard not present)

Time: 8:41 pm

Mayor Guthrie said item #15 on the Regular Agenda is:

Motion to exit executive session and reconvene in open session.

Presented by Mayor Guthrie

Councilor Girard not present when item #15 is called.

Mayor Guthrie asked for a motion on item #15 to exit Executive Session and reconvene in open session. 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, Blair, Guthrie

Nays:

Not Present: Girard

No Action Taken during Executive Session.

Mayor Guthrie said item #16(This item relates to #14(a) in Executive Session) on the Regular Agenda is:

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

Presented by Mayor Guthrie

City Attorney Phil Frazier addresses purchase of real property at 114 E. Breckenridge to be purchased at appraised value.

Mayor Guthrie asked for a motion to purchase real property at 114 E. Breckenridge, property to be purchased at appraised value. Councilor Blair made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-1

Ayes: Blair, Founds, Revelis, Guthrie

Nays:

Not present: Girard

Mayor Guthrie said item #17 (This item relates to #14(b) in Executive Session) on the Regular Agenda is:

8:42PM

Councilor Girard now present

Consider and/or take action, if necessary, on the purchase of real property at 6 E. Breckenridge, owned by Bixby Properties, LLC.

Presented by Mayor Guthrie

Mayor Guthrie asked for a motion that the City Attorney and City Manager negotiate with the property owner on the purchase of real property at 6 E. Breckenridge, owned by Bixby Properties, LLC. Councilor Guthrie made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0

Ayes: Guthrie, Revelis, Girard, Founds, Blair

Nays:

Mayor Guthrie said item #18(This item relates to #14(c) in Executive Session) on the Regular Agenda is:

Consider and/or take action, if necessary, on the purchase of real property at 8453 E. 151st Street, owned by NMB Manufacturing, LLC Oklahoma.

Presented by Mayor Guthrie

Mayor Guthrie asked for a motion on the purchase of real property at 8453 E. 151st Street. Councilor Founds made a motion to accept, seconded by Councilor Blair. The vote was taken with the following results:

Carried 4-1

Ayes: Founds, Blair, Revelis, Guthrie

Nays: Girard Abstains

Mayor Guthrie said item #19(This item relates to #14(d) in Executive Session) on the Regular Agenda is:

Consider and/or take action, if necessary, on the purchase for certain real property at the north end of North Riverview Drive, owned by Roger Metcalf, et al.

Presented by Mayor Guthrie

Mayor Guthrie asked for a motion on the purchase for certain real property at the north end of North Riverview Drive, owned by Roger Metcalf, et al. Councilor Blair made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0

Ayes: Blair, Revelis, Girard, Founds, Guthrie

Nays:

Mayor Guthrie said item #20(This item relates to #14(e) in Executive Session) on the Regular Agenda is:

Consider and/or take action, if necessary, on property exchange negotiations for certain real property at approximately 151st Street and 63rd E. Ave. owned by Joey and Jackie Newton.

Presented by Mayor Guthrie

Mayor Guthrie asked for a motion on item #20 to approve the contract on real property at approximately 151st Street and 63rd E. Ave. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0

Ayes: Founds, Revelis, Girard, Blair, Guthrie

Nays:

There being no additional new business items.

Adjournment was called at 8:45 p.m.

Mayor

City Clerk

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-23 the amount of \$27,984.17 (General Fund's portion).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: This is the annual renewal for INCODE to provide maintenance for utility billing and accounting software. This includes unlimited phone assistance and software upgrades. The cost this year is \$54,928.52, a 27.3% over last year. This is because several modules have been added.

EXHIBITS: Invoices

KEY ISSUE: Annual computer software maintenance.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 06/13/2022

MEETING: City



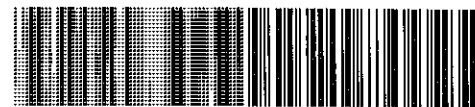
Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-379479	06/01/2022	1 of 2

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

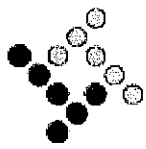


Bill To City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Ship To City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	164465		USD	NET30	07/01/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Bixby, City of				
	Annual fee to support and host Web site	1	1,200.00	1,200.00
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Utility Billing Online Component - Annual Fee	1	3,868.80	3,868.80
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Court Online Component - Annual Fee	1	1,200.00	1,200.00
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Incode CIS/CRM Annual Fees	1		\$1,088.05
	Incode Customer Relationship Suite - Utility Meter-Reader Maintenance			
	Enhanced Utility Bill Printing - Maintenance			
	Incode Document Management Annual Fees	1		\$2,393.03
	Third Party Printing Interface - Maintenance			
	Maintenance: Start: 01/Jul/2022, End: 30/Jun/2023			
	Hardware Annual Fees	1		\$491.26
	Epson TM-H6000IV Thermal Receipt Printer			
	Incode CIS/CRM Annual Fees	1		\$15,505.51
	Utility CIS System			
	Central Cash Collection			
	Service Order Management			
	Permits & Inspections			
	Business License			
	Cemetery Records			
	Forms Overlay for BP and BL			
	Incode Court Annual Fees	1		\$5,148.72
	Court Case Management			
	Incode Document Management Annual Fees	1		\$1,039.82
	LF Financial Suite Interface			
	Incode Financials Annual Fees	1		\$18,066.35
	General Ledger			
	Budget Preparation			
	Check Reconciliation			
	Accounts Payable			
	Purchase Orders - Maintenance			
	Payroll/Personnel			
	Fixed Assets			
	Project Accounting			
	Forms Overlay			



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-379479	06/01/2022	2 of 2

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2280 Press 2, then 2
Email: ar@tylertech.com

Bill To: City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Ship To: City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	164465		USD	NET30	07/01/2022

Date	Description	Units	Rate	Extended Price
	Lock Box Interface			
	Technical Services Annual Fees	1		\$1,871.29 ✓
	Basic Network Support Services			
	Third Party System Software	1		\$486.69 ✓
	System Software Non SQL Maintenance			
	Tyler University	1		\$2,569.00 ✓
	Tyler U			

C.BARNES

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	54,928.52
Sales Tax	0.00
Invoice Total	54,928.52

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve re-adoption of the City of Bixby City Council Handbook originally adopted March 30, 2015.

INITIATOR: OMAG recognition bonus rules

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: This is part of the OMAG Recognition Rebate program for the City of Bixby. We have to review and approve or re-approve the Council Handbook each year.

EXHIBITS: City Council Handbook

KEY ISSUE: Bixby's participation in OMAG Recognition Program

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 6/13/2022

Meeting: City

CITY COUNCIL HANDBOOK AND CODE OF ETHICS

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CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA

RESOLUTION NO. 2015-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, APPROVING AND ADOPTING A BIXBY "CITY COUNCIL HANDBOOK" AND "CODE OF ETHICS", DETAILING AND GOVERNING THE ROLES AND RESPONSIBILITIES OF COUNCIL MEMBERS, THE VICE MAYOR, AND THE MAYOR OF THE CITY OF BIXBY.

WHEREAS, a City Council Handbook detailing and analyzing the operations of the City is necessary to assist Bixby City Council members, the Mayor and Vice Mayor in the performance of their duties and would provide a reference manual to Council members for addressing issues facing Bixby's City government; and

WHEREAS, a Code of Ethics is designed to define the manner in which Council members should treat one another, constituents, City staff, and others that they may come into contact with while representing the City of Bixby; and

WHEREAS, approval of this Resolution adopting a City Council Handbook and Code of Ethics for the City of Bixby is in the best interests of the residents of the City of Bixby;

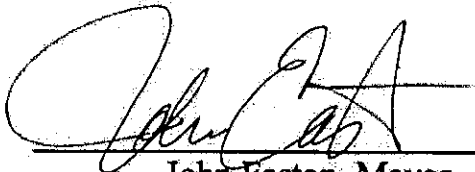
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA THAT:

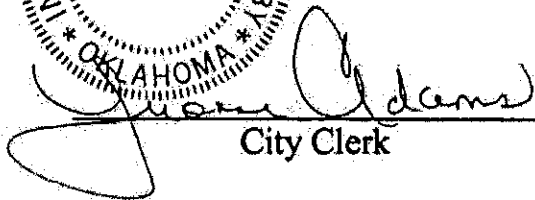
Section 1. The City Council now adopts the City Council Handbook and Code of Ethics, as described in the Table of Contents attached to this Resolution as Exhibit "A":

Section 2. The City Clerk, upon approval and adoption of the City Council Handbook and Code of Ethics accompanying this Resolution shall file and preserve the same in her office, unless and until otherwise directed by the City Council.

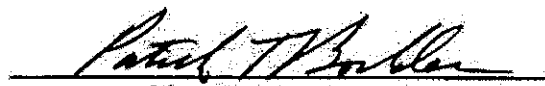
**APPROVED and ADOPTED by the Bixby City Council on
MARCH 30, 2015.**




John Easton, Mayor


City Clerk

APPROVED:


City Attorney

INTRODUCTION TO THE CITY COUNCIL HANDBOOK

Letter from City Attorney Patrick Boulden

History of the City and Town of Bixby

CITY OF BIXBY

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

March 23, 2015

Members of the City Council
City of Bixby, Oklahoma
116 West Needles Avenue
Bixby, Oklahoma 74008

Re: The Bixby City Council Handbook

Dear Mayor and Councilors:

Accompanying this letter is a new City Council Handbook, which was compiled to provide the most essential information needed by a City Council member. It is intended in providing this handbook and analysis of the operations of the City to assist Council members in the performance of their duties, providing a reference manual that will set a standard for all boards and commissions of the City and ultimately lead to more efficient operations for all departments.

If you have any questions or need additional information, please feel free to contact me.

Respectfully,

/s Patrick T. Boulden

Patrick Boulden
Bixby City Attorney

The City and Town of Bixby, Oklahoma

Information Abstracted from:

Tulsa County Historic Sites July 1982:

Prepared by the Community Planning Division Indian Nations Council
of Governments for the Tulsa County Historical Society

The original pioneers of Bixby settled first in a small community referred to as "Posey on Posey Creek", just north of what is now 151st Street South and Harvard. Alexander Posey, a Creek Indian, brought his family to the area in the late 1800s. Posey had a blacksmith shop, two saloons, and a store (Turner Mercantile). It also had a post office which operated from 1895 to 1898.¹

The original townsite of present day Bixby was 1/2 mile south of the existing downtown. It was laid out in the early 1880s by the Dawes Commission. As a government townsite, all plats had to be approved by the Dawes Commission. The first plat was submitted in 1902 by F. E. Brennan and Timmonthy Stancliff. According to recorded histories, Mr. Brennan, an attorney, was not entirely upright in his dealings with the people of Bixby and was soon run out of town.²

Settlers were attracted to Bixby by the lush farmland, much of which was swampy but had great possibilities. The first business in town was the Turner Mercantile Company which moved to Bixby from its former location at "Posey on Posey Creek". The second business was a hardware store owned by Jason L. Best. The Farmers and Merchants Bank was opened by M. E. Sharp and his son Harry. In 1902, J. F. Paulter opened the Bank of Bixby.³

In 1904, the Midland Valley Railroad Company completed its line through Bixby, and as often happens, missed the town by one-half mile. Since the railroad wouldn't move to them, Bixby moved to the railroad. All the businesses moved north near 151st and Memorial into the Midland Valley Addition. The old town had been mostly wooden construction, but now that the location of the depot had been determined, an air of permanence came into the town. The new town center was Dawes and Armstrong. Proud brick buildings were built along Armstrong. The first building in the new town was built J. F. Paulter, at the northwest corner of Dawes and Armstrong, in 1904. He moved his bank of Bixby there, renaming it the First National Bank. The Farmers and Merchants Bank moved too, to the northeast corner, changing its name to the Bixby State Bank. Both of these banks went bankrupt during the depression.⁴

Other early businesses in the new town included: Forry's Drug Store, Jake Coppedge's Drug Store, Bob Hughes' Drug Store, Manierd Hotel, Sapp and Son's Grocery Store, Wiles Hardware Store and Adelman's Hardware.

Bixby was incorporated as a town in 1906 with a population of approximately 400. Fred Farr was the first mayor, Jason L. Best, D. M. Phillips and Albert Swingle were councilmen. John Severns was the marshal and Charles Sherrill was postmaster.⁵ Early day doctors included Dr. Coppedge, M.D.; Dr. W. A. Funk, M.D.; Dr. Hutchinson, M.D.; Dr. G. M. Davis, M.D.; Dr. Burns, dentist; and Dr. Robinson, DVM. ~~The first blacksmith shop in Bixby was operated by Jess Lawmaster and Dave Waymire.~~ C. R. Rambo was the organizer of the masonic lodge in the early 1900s.⁶

Alex Williams taught the first school in a log cabin located on the south side of the original townsite. This property was owned by Mrs. Eliza McGuire who gave it to the town for school purposes. The school house was also used for services by itinerant preachers of various denominations. By 1900, the population of Bixby was 100 and the need for a more permanent school became evident. Miss Minnie Weirick was the teacher. She taught for more than ten years, during which time the school occupied three different buildings. In 1908, the first public school was built. M. F. Young, Bob Benett, and George Wiles were the members of the school board.⁷ None of these early school buildings exist today.

The countryside around Bixby was open range and several outlaws frequented the area. The Dalton Brothers, the Buck gang and Al Jennings operated from the Spike S. Ranch, three miles south of the original townsite. In later years, during the depression, Pretty Boy Floyd, whose family lived in Bixby, was to make Bixby a frequent visiting place.⁸

In 1909, the cemetery was established. Wright Butler was the first to be buried there. In 1915, a special levy was voted to gravel the roads around Bixby, and soon after, the County voted bonds to build concrete roads from Tulsa to all towns in the county.

¹ Jim Downing, "Some Tulsa County Towns Are Only Faded Memories", Tulsa Tribune, Tulsa, Oklahoma, Wednesday, July 27, 1977

² L. Henderson, "A Bixby Pioneer Looks Back", Bixby Bulletin- Thursday, December 30, 1971.

³ C. B. Douglas, History of Tulsa, Oklahoma (vol. 1, Chicago: The S. J. Clarke Publishing Company, 1921) p. 688.

⁴ Gary Tipton, "History of Bixby, Oklahoma", A term project for college study.

⁵ O. L. Henderson.

⁶ C.B. Douglas.

⁷ "Membership of 22 Launched First Baptist Church. Bixby Bulletin - Thursday, March 7, 1968.

⁸ Gary Tipton.

BIXBY CHARTER

Explanation of Bixby's City Charter
Bixby's City Charter and Index

THE BIXBY CITY CHARTER AND OTHER LAWS

The City of Bixby is a home rule "charter" city, meaning that the voters have approved a "charter" to govern the form of government for the City. A charter is similar to a constitution, in that it is voter approved and establishes some general rules that govern the operations of the City. Fortunately, the Bixby's charter is very similar to the statutory "council-manager" form of government.

Even though the City is a charter city, the charter itself regulates very few of the issues faced by the city on a daily basis. In general, the regulations that affect city operations will be in the form of one of the following:

- A. The United States Constitution - all activities of the City are subject to the restrictions imposed by the Constitution.
- B. Federal Laws and Regulations - many times Congress will pass a law in Washington that will either require action by a local government (such as environmental laws that require us to treat our water differently) or that will preclude the city from taking action.
- C. Oklahoma's Constitution - Oklahoma's Constitution contains many regulations that affect the operations of the City, especially in the area of financial transactions.
- D. Oklahoma Statutes - the legislature regularly will enact new laws that affect the operations of the City, and we are required to follow those laws, except in those subjects reserved to the City by charter, which are a matter of purely local concern.
- E. City Ordinance - the City, by Ordinance, can enact criminal laws with limited punishment and can establish rules and regulations in a wide range of areas. Ordinances are generally intended to be permanent enactments, but are subject to revision by the governing body.
- F. City Resolution - a resolution approved by the City is similar to an ordinance, except that it usually will not have a penalty if violated, will be more of a policy statement, and is more easily modified.

CITY OF BIXBY, OKLAHOMA
A MUNICIPAL CORPORATION

Bixby City Charter

Charter of the City of Bixby, Oklahoma

Draft Prepared by Patrick Boulden

09/15/2011



The Charter of the City of Bixby, Tulsa County, Oklahoma was voted upon and approved by the qualified electors of the City of Bixby on September 14, 1993 and was thereafter approved by David Lee Walters, Governor of the State of Oklahoma, on December 16, 1993.

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**HOME RULE CHARTER
CITY OF BIXBY
STATE OF OKLAHOMA**

Prepared from April 13, 1993, to July 12, 1993
By the Freeholders of the City of Bixby

Freeholders:

Jack Ramsey - Chairman
Virgil Cox
Tom Daniels
Mike Jones
David Mills
William Pittman
Curt Risner
Scott Sherill

Dated: September 14, 1993

The Charter of the City of Bixby, Tulsa County, Oklahoma was voted upon and approved by the qualified electors of the City of Bixby on September 14, 1993 and was thereafter approved by David Lee Walters, Governor of the State of Oklahoma, on December 16, 1993.

CHARTER OF CHARTER OF THE CITY OF BIXBY, OKLAHOMA

PREAMBLE

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- Section 1.1 Incorporation
- Section 1.2 Form of Government
- Section 1.3 Boundaries
- Section 1.4 General Grant of Power
- Section 1.5 Bequests, Gifts, and Donations
- Section 1.6 General Grant of Powers Not Limited
- Section 1.7 Former Government in Force
- Section 1.8 Intergovernmental Relations
- Section 1.9 Planning, Zoning and Subdivision Regulations: General Grant of Power

ARTICLE 2

THE COUNCIL

- Section 2.1 Councilmembers: Number, Qualifications
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- Section 3.1 City Manager: Contract, Term, Removal, Residency
- Section 3.2 Minimum Qualifications
- Section 3.3 Temporary Absence or Disability of City Manager
- Section 3.4 City Manager - Powers and Duties
- Section 3.5 Appointments by City Manager

ARTICLE 4

[ADMINISTRATIVE OFFICERS AND EMPLOYEES]

- Section 4.1 City Clerk
- Section 4.2 Qualifications: City Clerk
- Section 4.3 Department of Finance: City Treasurer
- Section 4.4 Minimum Qualifications: City Treasurer
- Section 4.5 Department of Public Works
- Section 4.6 Public Works Director: Minimum Qualifications
- Section 4.7 Purchases, Sales and Asset Management
- Section 4.8 Sale of Property Valued at More Than 5% of the Non Amended General Fund
- Section 4.9 Public Improvements
- Section 4.10 Fiscal Year
- Section 4.11 Independent Annual Audit

ARTICLE 5

DEPARTMENT OF LAW

- Section 5.1 City Attorney
- Section 5.2 Municipal Court
- Section 5.3 Municipal Judge
- Section 5.4 City Prosecutor

ARTICLE 6

ELECTIONS

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- Section 6.2 Wards: Number, Equal; Etc.
- Section 6.3 General Election Laws of the State Adopted
- Section 6.4 General Election: Time, Who Elected
- Section 6.5 Registered Voters
- Section 6.6 Elections: When Not Held
- Section 6.7 State Constitution and Law to Govern

ARTICLE 7

RECALL

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- Section 7.2 Recall Petition
- Section 7.3 Recall Election: Council to Order
- Section 7.4 Recall Election: How Held
- Section 7.5 Person Recalled or Resigning

ARTICLE 8

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- Section 8.1 Qualifications of Officers and Employees
- Section 8.2 Nepotism
- Section 8.3 Holding More Than One Office
- Section 8.4 Bonds of Officers and Employees
- Section 8.5 Oath or Affirmation of Office
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- Section 8.10 Conflict of Interests
- Section 8.11 Feminine Gender

ARTICLE 9

AMENDMENT AND SEVERABILITY OF CHARTER

- Section 9.1 Amendment: Proposal, Ratification, Approval
- Section 9.2 Severability

ARTICLE 10

SUCCESSION IN GOVERNMENT

- Section 10.1 When Charter Goes Into Effect
- Section 10.2 Officers and Employees to Continue
- Section 10.3 Effective Date of New Form - First Elections - Transition of Officers
- Section 10.4 Charter Amendments - Procedure
- Section 10.5 Pending Actions and Proceedings

CHARTER OF THE CITY OF BIXBY, OKLAHOMA

PREAMBLE

We the people of the city of Bixby, exercising the powers of home rule granted to us by the constitution and laws of the state of Oklahoma, in order to provide for more efficient, adequate, and economical government, do hereby ordain, ratify, and establish this charter of the city of Bixby, Oklahoma.

ARTICLE 1

Section 1.1 Incorporation

The city of Bixby, Oklahoma, within the corporate limits as now established or as hereafter may be established, shall continue to be a municipal body politic and corporate in perpetuity and under the name of "city of Bixby". It shall succeed to and possess all property, rights, privileges, franchises, powers, and immunities now belonging to the corporation known as the city of Bixby; and shall be liable for all debts and other obligations for which said corporation is now liable, and shall have the power to adopt a common seal and alter the same at pleasure, to sue and be sued in all courts, to make contracts, to take and acquire property by purchase, condemnation or otherwise, and to hold, lease, mortgage, convey or otherwise dispose of any of its property within or without the limits of said city, and it shall have such other powers, rights, privileges, franchises, and immunities as granted and conferred by any part of this charter or by the constitution and laws of the state of Oklahoma.

Section 1.2 Form of Government

The municipal government provided by this charter shall be known as a "council-manager government". All powers of said city shall be exercised in the manner prescribed by this charter, or if the manner is not thus prescribed, then in such manner as prescribed by the latest statutes of the state of Oklahoma, or as the council may prescribe by ordinance.

Section 1.3 Boundaries

The boundaries of said city, and the respective wards thereof shall be the same as at the time of the adoption of this charter and until changed as provided by law.

Section 1.4 General Grant of Power

Said city shall have all other powers that may hereafter be given it by the constitution and the laws of the state of Oklahoma, and where any provisions of this charter shall be in conflict with any law or laws relating to cities of the first class in force at the time of adoption and approval of this charter, the provisions of this charter shall prevail, and said city shall have the power to enact and enforce all ordinances necessary to protect health, life, property, and financial viability and define, prevent and summarily abate and remove nuisances; to preserve and enforce good government and order, and to protect the financial viability of said city, the lives, health,

and property, of the inhabitants thereof; to enact and enforce all ordinances upon any subject; provided that no ordinance shall be enacted inconsistent with the general laws of this state, the state constitution or this charter.

Section 1.5 Bequests, Gifts, and Donations

Said city may receive bequests, gifts, and donations of all kinds of property in fee simple or in trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations, or trusts with power to manage, sell, lease, or otherwise dispose of same in accordance with the terms of the bequests, gift, donation or trust.

Section 1.6 General Grant of Powers Not Limited

The legislative, executive, and judicial powers of said city shall extend to all matters of local and municipal government, it being the intent hereof that the specifications of particular powers by any other provision of this charter shall never be construed as limiting or impairing the effect of the general grant of powers hereby made.

Section 1.7 Former Government in Force

All existing ordinances of said city shall be and continue in full force and effect unless in conflict with this charter or until amended or repealed or until they expire by their own limitations, and no existing right, action (civil or penal), court proceeding or contract, shall be affected by the change in the form of government of said city; but shall all continue as though no such change had taken place; and all debts, penalties and forfeitures which have accrued, or which may hereafter accrue by virtue of anything heretofore done or existing shall inure to the benefit of the city of Bixby and may be sued for and recovered by the said city as though this charter had not been adopted. Nothing here, however, shall legalize any invalid indebtedness of the city heretofore contracted or incurred, or impair any defense, against the payment of the same; nor shall the adoption of this charter in any wise interfere with any proceedings heretofore instituted relating to the levy and collection of taxes, special assessments, or levies of any nature or with any proceedings to enforce the payment of the same, and all contracts heretofore entered into by the said city shall remain in full force and effect and be completed under the ordinances existing at the time of the adoption of this charter.

Section 1.8 Intergovernmental Relations

Said city may exercise any of its powers or perform any of its functions and may participate in the financing, leasing, operation, conveying or otherwise disposing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states, cities or towns within the state of Oklahoma, civil divisions, or agencies thereof, or the United States or agency thereof.

Section 1.9 Planning, Zoning and Subdivision Regulations: General Grant of Power

The city of Bixby shall have full power to promote the public health, safety, morals, and general welfare by regulating the use of property and by controlling and directing the

development of the city, through the exercise of the complete powers necessary and proper to carry and maintain these and all powers into full effect, within the city limits, to the fullest extent permissible under the constitution of the United States and constitution of this state. The exercise of the powers of planning, zoning and subdivision regulation within the city always shall be in pursuance of this grant of authority and not under state statutes or law, except with respect to those matters of general state concern as to which state law controls under the state constitution. The city also may exercise powers of planning, zoning, and subdivision regulation granted by the state in respect to matters of general state concern, as aforesaid, and also in respect to property situated outside the city limits.

ARTICLE 2 THE COUNCIL

Section 2.1 Councilmembers: Number, Qualifications

(a) There shall be a council of five (5) members, which shall consist of one councilmember from each of the five (5) wards of the city.

(b) Only registered voters of the city of Bixby, Oklahoma, who have resided for six months prior to the election within the respective ward from which they seek to be elected or appointed to fill a vacancy, shall be qualified for the offices of council member. Upon election or appointment, as the case may be, such council member shall continue to reside within the ward from which they are elected, or appointed, during the entire term of said council member's office, or upon removal of residence therefrom, forfeit such office. No council member may hold any office in the city government through appointment by the city manager or by any subordinate of the city manager. If any council member is convicted of a crime involving moral turpitude, the office shall immediately become vacant. (Election 11-7-2006)

Annotation: Subsection 2.1(b) of the Charter of the City of Bixby, Tulsa County, Oklahoma, as it now reads, was voted upon and approved by the qualified electors of the City of Bixby on November 7, 2006 and was thereafter approved by Brad Henry, Governor of the State of Oklahoma, on January 4, 2007. This amendment was submitted to the voters by initiative petition. From December 16, 1993 until January 4, 2007, the following version of Subsection 2.1(b) was part of the Bixby City Charter:

"(b) Only registered voters of the city who reside in the respective wards from which they seek to be elected or appointed to fill a vacancy, shall be qualified for the offices of councilmember. Upon election, or appointment, as the case may be, such councilmember shall continue to reside within the ward from which elected or appointed during the entire term of said Councilmember's office, or upon removal of residence therefrom, forfeit such office. No councilmember may hold any office in the city government through appointment by the city manager or by any subordinate of the city manager. If any councilmember is convicted of a crime involving moral turpitude, the office shall immediately become vacant."

(c) **Term of Office, Salary and Qualifications.** Each of said officers shall hold his office until his successor is elected and qualified, unless sooner removed as hereinafter provided. Each councilmember shall hold office for a term of four (4) years. No person shall be eligible to be a councilmember unless he is a citizen of the United States and of the State of Oklahoma, at least twenty-five years of age, a resident of said city at least one year next prior to his election, and a

registered voter of said city and Ward from which he seeks election. No elected officer will receive any compensation other than expenses that are approved earlier by the council in an open meeting. Additional ordinances may be written to clarify the method that a councilmember may be reimbursed for any expenses while serving in his elected capacity.

(d) **Official Oath and Bond.** Said councilmembers and all other officers of the city, upon entering the duties of their offices, shall take the oath of office prescribed by the constitution of this state. Said city treasurer shall give a good and sufficient bond in such sum as may be required by ordinance, to be approved by the council, for the faithful performance of the duties of his office. All other officers and employees of the city shall give such bonds as the council may, by ordinance, require.

(e) **Vacancies in Office.** A vacancy shall exist when an elective officer fails to qualify within twenty days after notice of his election, dies, resigns, removes from said city, absents himself therefrom for a period of ninety days, except on an account of sickness, is convicted of a felony, or is otherwise legally disqualified. Also, a vacancy shall occur in the office of a councilmember when any councilmember removes from the ward from which he was elected.

(f) **Former Officers Retained.** All officers, appointees, and employees of the present corporation of the city of Bixby shall continue in their respective offices and employment upon adoption of this charter and the organization of the new city government until their services are dispensed with by order of the council or the city manager or as prescribed by this charter. The council shall, by majority vote, fill all vacancies where this charter provides for appointments to be made by the council; the city manager shall fill all vacancies where this charter provides for the appointment to be made by the city manager.

Section 2.2 Mayor and Vice Mayor

(a) At the first meeting after the time prescribed for the beginning of the terms of newly elected councilmembers, or as soon thereafter as practicable, the council shall elect from its membership a mayor and a vice mayor, who shall serve until the time prescribed for the beginning of the terms of the next newly elected councilmembers.

(b) The mayor shall preside at meetings of the Council. He shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law. He shall have no administrative duties except that he shall sign such written obligations of the city as the council may require. As a councilmember, he shall have all powers, rights, privileges, duties, and responsibilities of a councilmember, including the right to vote on questions.

(c) The vice mayor shall act as mayor during the absence, disability, or suspension of the mayor, or, if a vacancy occurs in the office of mayor, until another mayor is elected by the council from its membership for completion of the unexpired term and qualifies. If the office of vice mayor becomes vacant, the council shall elect from its membership another vice mayor for completion of the unexpired term.

Section 2.3 Council: Powers

Except as otherwise provided in this charter, all powers of the city including the determination of all matters of policy, shall be vested in the council. The council shall have power, subject to the state constitution, state law, and this charter:

- (a) To appoint and remove the city manager.
- (b) By ordinance to enact municipal legislation.
- (c) To adopt the budget, raise revenue, and make appropriations; and to regulate bond elections, the issuance of bonds, sinking funds, the refunding of indebtedness, salaries, wages, and other compensation of officers and employees, and all other fiscal affairs of the city.
- (d) To inquire in the conduct of any office, department, or agency of the city government, and investigate municipal affairs; and for this purpose, to subpoena witnesses, take testimony, and require the production of evidence.
- (e) To appoint or elect and remove the members of the personnel board, the members of the planning commission, the members of the board of adjustment, and other quasi-legislative, quasi-judicial, or advisory personnel and authorities, now or when and if established or to prescribe the method of appointing or electing and removing them.
- (f) To regulate elections, the initiative and referendum, and recall.
- (g) To create, change, and abolish all offices, departments, and agencies of the city government other than the offices, departments, and agencies created by this charter; and to assign additional powers, duties and functions consistent with this charter to offices, departments, and agencies created by this charter.

Section 2.4 Council: Appointment and Removals

Neither the council, the mayor, nor any of its other members may direct or request the appointment of any person to, or his removal from, office or employment by the city manager or by any other authority; or, except as provided in this charter, participate in any manner in the appointment or removal of officers and employees of the city. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the city manager; and neither the council nor any member thereof may give orders on administrative matters to any subordinate of the city manager either publicly or privately. If any councilmember violates this, the councilmember is to be reported to the city manager in writing. The city manager must then present the complaint to the councilmember. If the city manager gets any additional complaints after the initial complaint, then it is to be reported to the councilmembers in an open meeting to the public. Failure of the city manager to report this violation shall be grounds for termination.

Section 2.5 City Clerk to be Clerical Officer of the Council

The city clerk, hereinafter provided for, shall also serve as clerical officer of the council. He shall keep the journal of its proceedings, and shall enroll in a book or books kept for the purpose of recording all ordinances and resolutions passed by it; shall be custodian of such documents, records and archives as may be provided by applicable law or ordinance; shall be custodian of the seal of the city; and shall attest, and affix the seal to documents when required in accordance with all applicable laws and ordinances.

Section 2.6 Council Meetings

The council shall hold at least one regular meeting every month, at such time as it may prescribe by ordinance or otherwise. Special meetings shall be called in accordance with state statute. All meetings of the council, except executive sessions held to discuss personnel matters, real estate, pending litigation or other matters as authorized by applicable law, shall be held open to the public, and the journal of its proceedings shall be open to public inspection. All agendas shall be posted in accordance with all applicable laws and all documents generated by publicly held meetings shall become a matter of public record.

Section 2.7 Councilmembers - Absences to Terminate Membership

If any member of the council is absent from more than one-half of all the regular and special meetings of the council held within any period of four consecutive calendar months, such person shall thereupon cease to hold office.

Section 2.8 Council Removal

Any councilmember may be removed from office for any cause specified by applicable state law for the removal of officers, and by the method or methods prescribed thereby herein and by recall as provided in this charter.

Section 2.9 Council Vacancies

The council, by majority vote of its remaining members, shall fill vacancies in its own membership for the unexpired terms or until such successors are elected as provided in this section. If a vacancy occurs before the beginning of a regular filing period of candidates for councilmember, and the unexpired term extends beyond the time when the terms of councilmember elected that year begin, then a councilmember for that vacancy shall be elected at the elections of that year to serve the rest of the unexpired term beginning at the time the terms of councilmember elected that year begin. All elected officers and those appointed to fill vacancies, as herein provided, shall hold their respective offices, subject to the provisions of the recall, as herein provided, or until removed from office as provided by law.

Section 2.10 Council Quorum, Rules, Yeas and Nays

A majority of all the members of the council, including vacant or absent seats, shall constitute a quorum, but a smaller number may adjourn from day to day. The council may determine its own rules. On demand of any of its members, the vote on any question shall be by yeas and nays, and shall be entered in the journal.

Section 2.11 Ordinances Enacting Clause

The enacting clause of all ordinances passed by the council shall be, "Be it ordained by the council of the city of Bixby, Oklahoma", and of all ordinances proposed by the voters under their power of initiative, "Be it ordained by the people of the city of Bixby, Oklahoma".

Section 2.12 Ordinances, How Adopted

Three (3) members of the council shall constitute a quorum, and the affirmative vote of at least three members shall be necessary to adopt any motion or resolution or pass any ordinance, or other measure except as otherwise provided in this charter. Any member may request a roll call upon any vote and the clerk shall make a record of such vote. All ordinances, upon completion of the requirements stated herein and prior to or upon its effective date shall be filed of record at the county courthouse.

Section 2.13 Notice to Public, Effective Date of Municipal Ordinances

No ordinance, except an emergency ordinance, shall be adopted unless it be read in its entirety in two (2) consecutive regularly scheduled council meetings, and the gist of the ordinance and date it will be considered has been published in a newspaper of general circulation not less than ten (10) days prior to the date of its passage, and unless the gist of the ordinance and date it will be considered has been continuously posted at city hall, in some place accessible to the public, for at least ten (10) days prior to its passage. Every ordinance, except an emergency ordinance, shall go into effect thirty (30) days after its final passage, unless the ordinance specifies a later date. As soon as practicable after the final passage of any ordinance and prior to its effective date, it shall be published in a newspaper of general circulation.

Section 2.14 Emergency Ordinances

In case of a public emergency, the council may pass an emergency ordinance. Such emergency measure must state, in a separate motion, the reasons why it is necessary that the measure become effective immediately; the question of emergency must be ruled upon separately from the remainder of the ordinance and approved by an affirmative vote of at least four-fifths (4/5) of the city council. The emergency ordinance takes effect as soon as it is signed by the mayor or the mayor pro temp and attested by the city clerk.

Section 2.15 To be Signed and Published

Every ordinance passed by the council must be signed by the mayor or the mayor pro temp, when acting, attested by the clerk, with the seal attached and shall be recorded in the city clerk's office. It shall then be published in a newspaper of general circulation except as herein otherwise provided.

Section 2.16 Printed Ordinances Admitted in Evidence

All printed ordinances published by authority of the council shall, in all judicial proceedings in all courts, be admitted in evidence in accordance with state statute.

Section 2.17 Ordinances Adopted by Reference

The council by ordinance may adopt by reference codes, standards, and regulations relating to: 1) building's architectural, structural, mechanical, plumbing, and electrical installations; 2) environmental; 3) natural resources; 4) occupational; and 5) all other matters and/or services which it has power to regulate otherwise. Such code, standards, or regulations so adopted need not be enrolled in the book of ordinances. A copy shall be filed and kept in the office of the city clerk.

Section 2.18 Departments Included in Government

There shall be a police department, a fire department, a department of public works, a department of law, and other administrative departments, offices and agencies as the council may establish. If minimum requirements and qualifications have not heretofore been created by this charter for the above stated departments, the council shall create minimum qualifications for the individuals in these departments. Said qualifications shall be made a part of the Bixby city code, and shall be enacted by the council within three (3) months of the date this charter is approved.

Section 2.19 Ordinance Codification

The ordinances of the city shall be codified and published in book or pamphlet form in accordance with state statutes. A copy of all ordinances, codes, regulations, and standards shall be of public record and available for inspection at city hall any time during regular working hours. A recorded copy of all ordinances, codes, regulations, and standards shall be archived and regularly updated as required in accordance with this charter.

Section 2.20 Initiative and Referendum

The powers of initiative and referendum are reserved to the people of the city of Bixby. In the exercise of these powers, the requirements of the state of Oklahoma constitution and law shall be observed.

ARTICLE 3 CITY MANAGER AND ADMINISTRATIVE DEPARTMENTS

Section 3.1 City Manager: Contract, Term, Removal, Residency

(a) There shall be a city manager. The council may contract with the city manager for an indefinite term. The performance of the city manager shall be reviewed, at a minimum, on an annual basis. The hiring shall be approved by a four-fifths (4/5) vote of the council.

(b) At the time of appointment, the city manager need not be a resident of the city or state. The city manager must, however, reside within the limits of the Bixby school district, or the designated fence line of the city, during the tenure of office.

(c) The council may decide to withhold an offer for renewal upon a majority vote of the council. No cause need be given by the council should they choose not to renew.

(d) No councilmember may be appointed city manager or acting city manager during their term nor within two years after the expiration of said term.

Section 3.2 Minimum Qualifications

The city manager shall have a bachelor's degree in public administration or related field from an accredited university. Actual experience as a city manager or as an assistant city manager is preferred. (Election 4-1-1997)

Annotation: Section 3.2 of the Charter of the City of Bixby, Tulsa County, Oklahoma, as it now reads, was voted upon and approved by the qualified electors of the City of Bixby on April 1, 1997 and was thereafter approved by Francis Anthony Keating, Governor of the State of Oklahoma, on April 12, 1999. From December 16, 1993 until April 12, 1999, the following version of Section 3.2 was part of the Bixby City Charter:

"Section 3.2 Minimum Qualifications

The City Manager shall have a minimum of eight (8) years of creditable experience. A candidate shall have a Bachelor's degree from an accredited university. Creditable experience shall be determined as follows:

(a) A candidate shall receive one (1) year credit experience for each year of actual experience as a city manager of a comparable sized city.

(b) A candidate shall receive four (4) years of credit experience if he possesses a Bachelor's degree in Public Administration from an accredited university.

(c) A candidate shall receive two (2) years of credit experience if he possesses a Bachelor's degree from an accredited university in a subject area other than Public Administration.

(d) A candidate shall receive one (1) year of credit experience if he possesses a Master's degree from an accredited university.

(e) A candidate shall receive two-thirds (2/3) of one (1) year credit experience for each year of actual experience as an assistant city manager of a comparable sized city."

Section 3.3 Temporary Absence or Disability of City Manager

By letter filed with the city clerk, the city manager may designate, subject to majority approval by the council, a qualified city administrative officer to perform as acting city manager to serve during such times. If the city manager fails to make such a designation, the council may appoint an acting city manager to serve during such times. The council may remove an acting city manager at any time.

Section 3.4 City Manager - Powers and Duties

The city manager shall be the chief administrative officer and head of the administrative branch of the city government. He shall execute the laws and ordinances of the city and administer the government. The city manager shall have the special powers and duties herein enumerated, and shall be directly responsible to the council for the proper administration thereof, to-wit:

(a) To insure that all laws and ordinances governing the city of Bixby are enforced.

(b) To appoint and to remove all directors or heads of departments and all subordinate officers and employees in such departments, subject to the majority approval of the council. The following department heads shall be subject to the terms of this section:

1. City treasurer
2. City clerk
3. Police chief
4. Fire chief
5. Director of public works
6. All other departments created

Appointment and removal under this section shall be made upon the basis of merit and fitness alone, including proper subordination. Preference shall be given to home labor when same is available.

(c) To exercise actual management, control and supervision of all departments of the city government, and to exercise all other administrative function, except as otherwise provided in this charter.

(d) To prepare and submit a monthly report to the council, compiled from monthly departmental status reports received by the city manager from department heads.

(e) To attend all meetings of the council with the right to take part in discussions, but having no vote.

(f) To recommend to the council for adoption, such measures as are necessary or expedient.

(g) To keep the council fully advised as to the financial condition of the city, both present and future.

(h) To prepare and submit to the council an annual budget for the city.

(i) To insure that all franchise rights and provisions are justly enforced.

(j) To submit to the council at each meeting thereof a list of recommendations for each of the items listed on the agenda, including appropriate support documentation to assist the council in its decision making process.

(k) To create such departments as are necessary and expedient for the efficient and economical administration of the affairs of the city, subject to the majority approval of the council.

(l) To investigate the affairs of all departments of the city, and to make appropriate recommendations to the council regarding the findings of such investigation.

(m) To insure that all city records are safe guarded from possible disaster, disposal or sabotage, and to make certain the city can continue operation at all times, without interruption.

(n) To perform all such other duties as may be imposed by this charter or by ordinance.

Section 3.5 Appointments by City Manager

Where the power to appoint individuals has been delegated to the city manager pursuant to the terms of this charter, no member of the council shall make recommendations to the city manager for the appointment of said individuals, unless such recommendation is requested by the city manager.

ARTICLE 4

Section 4.1 City Clerk

(a) The city clerk shall maintain an accounting system for the city government; and shall sign all checks and be responsible for the disbursement of all money; shall determine the regularity and correctness of all bills, invoices, payrolls, and other evidences of claims, demands or charges against the city government and audit and approve them before payment.

(b) The city clerk, as such, does not collect revenue for the city except as may be incidental to his duties as city clerk; in all cases where the law or ordinances provide that money shall be paid to the city clerk, it shall be paid instead to the city treasurer as city treasurer.

(c) The city clerk shall perform other duties as described in this charter.

Section 4.2 Qualifications: City Clerk

The city clerk shall have a minimum of two (2) years of experience as city clerk, bookkeeper or other relevant experience. (Election 4-1-1997)

Annotation: Section 4.2 of the Charter of the City of Bixby, Tulsa County, Oklahoma, as it now reads, was voted upon and approved by the qualified electors of the City of Bixby on April 1, 1997 and was thereafter approved by Francis Anthony Keating, Governor of the State of Oklahoma, on April 12, 1999. From December 16, 1993 until April 12, 1999, the following version of Section 4.2 was part of the Bixby City Charter:

"Section 4.2 Qualifications: City Clerk

The City Clerk shall have a minimum of eight (8) years of creditable experience, said experience shall be determined as follows:

(a) A candidate shall receive four (4) years of credit experience if he possesses a bachelor's degree from an accredited university.

(b) A candidate shall receive one (1) year of credit experience if he possesses a master's degree from an accredited university.

(c) A candidate shall receive one (1) year credit experience for each year of actual experience as a City Clerk of a comparable sized city.

(d) A candidate shall receive two-thirds (2/3) of one (1) year credit experience for each year of actual experience as an Assistant City Clerk of a comparable sized city."

Section 4.3 Department of Finance: City Treasurer

There shall be a department of finance, the head of which shall be the city treasurer. The city manager shall interview and make recommendation to the council for its approval. Subject to and in accordance with this charter, applicable law and such ordinances and other policies as the council may adopt, the city treasurer or personnel under his supervision and control shall collect or receive revenue and other money for the city; shall be responsible for its custody, safekeeping, deposit, and disbursement; shall maintain a general accounting system for the city government; and shall have such other powers and duties consistent with this charter as may be prescribed by ordinance or applicable law. Reference to city treasurer shall be deemed to mean the director of finance unless the council by ordinance creates a separate office of city treasurer within the department of finance.

Section 4.4 Minimum Qualifications: City Treasurer

The city treasurer shall have a bachelor's degree in accounting or finance from an accredited university. (Election 4-1-1997)

Annotation: Section 4.4 of the Charter of the City of Bixby, Tulsa County, Oklahoma, as it now reads, was voted upon and approved by the qualified electors of the City of Bixby on April 1, 1997 and was thereafter approved by Francis Anthony Keating, Governor of the State of Oklahoma, on April 12, 1999. From December 16, 1993 until April 12, 1999, the following version of Section 4.4 was part of the Bixby City Charter:

"Section 4.4 Minimum Qualifications: City Treasurer

The City Treasurer shall have a minimum of eight (8) years of creditable experience. A candidate shall have a bachelor's degree in accounting or finance from an accredited university, which shall constitute four (4) years of creditable experience. The remaining four (4) years of creditable experience shall be determined as follows:

(a) A candidate shall receive one (1) year of credit experience for a master's degree in accounting or finance from an accredited university.

(b) A candidate shall receive one (1) year of credit experience if he possesses a certified public accountant license, more commonly referred to as "CPA".

(c) A candidate shall receive one (1) year credit experience for each year of actual experience as a City Treasurer of a comparable sized city.

(d) A candidate shall receive two-thirds (2/3) of one year credit experience for each year of actual experience as an Assistant City Treasurer of a comparable sized city."

Section 4.5 Department of Public Works

There shall be a department of public works, the head of which shall be the public works director. The city manager shall interview and make recommendations to the council for the applicant's approval. Subject to and in accordance with this charter, applicable law and such ordinances and other policies as the council may adopt, the public works director shall be responsible for the proper management and operation of all public utilities, streets, storm water management, engineering and perform such other duties as the city manager may prescribe. His duties shall include budget management, the appropriate allocation of resources (both monies and personnel), and knowledge of all federal, state and local regulations as required to manage and operate the public works department. The public works director may fulfill the duties of the city engineer for the city of Bixby.

Section 4.6 Public Works Director: Minimum Qualifications

The public works director shall have a bachelor's degree in civil engineering, environmental engineering, public administration or other related degree from an accredited university. (Election 4-1-1997)

Annotation: Section 4.6 of the Charter of the City of Bixby, Tulsa County, Oklahoma, as it now reads, was voted upon and approved by the qualified electors of the City of Bixby on April 1, 1997 and was thereafter approved by Francis Anthony Keating, Governor of the State of Oklahoma, on April 12, 1999. From December 16, 1993 until April 12, 1999, the following version of Section 4.6 was part of the Bixby City Charter:

"Section 4.6 Public Works Director: Minimum Qualifications

The Public Works Director shall have a minimum of eight (8) years of creditable experience. A candidate shall have a Bachelor's degree in Civil Engineering from an accredited university and have his (P.E.) professional registration for the State of Oklahoma, which shall constitute four (4) years of creditable experience. The candidate, within eighteen (18) months of hiring, shall also be required to obtain all operator's licenses and certifications required for the City of Bixby's utilities operation at the time of hiring. The remaining four (4) years of creditable experience shall be determined as follows:

(a) A candidate shall receive one (1) year of credit experience for a Master's degree in Civil or environmental engineering from an accredited university.

(b) A candidate shall receive one (1) year credit experience for each year of actual experience as a Public Works Director of a comparable sized city.

(c) A candidate shall receive two-thirds (2/3) of one year credit experience for each year of actual experience as an Assistant Public Works Director of a comparable sized city."

Section 4.7 Purchases, Sales and Asset Management

(a) The city manager, subject to any regulations which the council may adopt, shall contract for and purchase, or issue purchase authorizations for, all supplies, materials, and equipment for the offices, departments, and agencies of the city government. Every such contract or purchase exceeding an amount to be established by the council and in accordance with state statutes, shall require the prior approval of the council. The city manager also may transfer to or between offices, departments, and agencies, or sell, surplus or obsolete supplies, materials, and equipment, subject to such regulations as the council may adopt.

(b) Before the purchase of, or contract for, any supplies, materials, labor, equipment, or construction contracts or the sale of any surplus or obsolete supplies, materials, or equipment, ample opportunity for competitive bidding, under such regulations as prescribed by state statutes and with such exceptions as the council may prescribe, shall be given, provided that:

1. Upon presentation to the city council of evidence that there is only one vendor for a particular purchase, the council may waive the requirement of competitive bids, provided, however, that such a waiver shall occur prior to the purchase, and that a vote of at least four-fifths (4/5) of the members of the council shall be required for such waiver.

2. The plans, specifications, data or other materials provided by any entity providing a professional service for the city of Bixby shall become the property of the

city of Bixby upon the delivery of those plans, specifications, data, or other materials to the city of Bixby.

(c) All purchases and all construction contracts, unless exempted by this Charter, must be competitively bid, and the city shall accept the lowest and/or best bid in accordance with bid documents, or shall reject all bids. This decision shall be publicly made and announced within thirty (30) days of the bid opening.

(d) The bid process shall include free and open competitive bidding. The procedure for competitive bidding shall follow guidelines as set forth by state statutes, or defined herein.

(e) If a contract is awarded to any bidder other than the lowest bidder, the city shall accompany its action with a publicized written statement setting forth the reasons why the lowest bid was not accepted.

(f) After a contract is awarded by the Council, then all change orders must be itemized in writing, and must be approved by the council; and any such change orders not so approved are not binding upon the city under any legal theory.

(g) The cumulative total of all change orders or addendums to any publicly bid purchase or construction contract shall not exceed the total amount allowed by state statutes.

(h) Any purchase or contract, if required to be competitively bid by the city, must likewise be competitively bid by any trust for which the city is beneficiary of fifty percent or more of the trust estate.

(i) The council may declare by a four-fifths (4/5) vote the existence of an emergency brought on by unforeseen or unexpected happenings or conditions which endanger the public health or safety. In such a declared emergency, the requirement for competitive bidding may be suspended.

(j) The council, any members of commissions, and any member of the administrative service is expressly prohibited from accepting directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift, money, or anything of value whatsoever, except where such is given for the use and benefit of the city.

(k) The council by ordinance may transfer some or all of the power granted to the city manager by this section to an administrative officer subordinate to the city manager.

(l) The council, by ordinance, shall establish an asset management control system and shall establish the minimum monetary limit for an item to be listed as an asset. All equipment, machinery and any items purchased, other than consumable supplies, must be given an asset number, which will be fixed to said item, and a permanent record be kept of that item, noting date of purchase, cost, and when the city disposed of such item and at what price. A permanent record form must be completed and signed by the department head, the city treasurer, the city

clerk, and the city manager at the time of purchase and disposal. A copy of the form must be kept by the city clerk for a minimum of five (5) years after the disposal of the asset. An annual inventory of assets is to be taken by the end of each fiscal year and a report, including any variances, be submitted to the council with proper justification of any shortages. The city manager shall be responsible for substantiating the existence of the items.

(m) Neither the council, the city manager, nor any administrative officer shall "split" a purchase, a contract, or a sale of any supplies, materials, equipment or other goods to circumvent the required competitive bidding process.

Section 4.8 Sale of Property Valued at More Than 5% of the Non Amended General Fund

The sale or lease of any city property, real or personal, including public utilities, or of any interest therein, the value of which is more than five percent (5%) of the non amended general fund budget may be made only (1) by authority of an affirmative vote of a majority of the registered voters of the city who vote on the question of approving or authorizing the sale at an election, or (2) by authority of a special non-emergency ordinance and passed by four-fifths (4/5) of the council. Such ordinance shall be published in full in a newspaper(s) of general circulation within the city within ten (10) days before and ten (10) days after its passage, and shall include a section reading substantially as follows:

"Section. This ordinance shall be referred to a vote of the electors of the city if a sufficient and lawful referendum petition is properly filed within thirty (30) days after its passage; otherwise it shall go into effect thirty (30) days after its passage."

The sale of an entire public utility may be authorized only as provided in (1) hereinabove. The sale or lease of any city property shall comply with the city bidding procedures.

Section 4.9 Public Improvements

Public improvements may be made by the city government itself or by contract. The council shall award all contracts for such improvements; provided, that the council may authorize the city manager to award such contracts not exceeding an amount to be determined by the council and subject to such regulations as the council may prescribe. A contract for public improvements shall be awarded only to the lowest and best responsible bidder after such notice and opportunity for competitive bidding as prescribed by state statute and this charter. All bids may be rejected, and further notice and opportunity for competitive bidding may be given.

Section 4.10 Fiscal Year

The fiscal year of the city government shall begin on the first day of July and shall end on the last day of June of every calendar year.

Section 4.11 Independent Annual Audit

The council shall designate a certified public accountant or accountants who shall make an independent audit of all accounts and evidences of financial transactions of the Department of Finance and of all other departments, offices, and agencies keeping separate or subordinate accounts or making financial transactions, as of the end of every fiscal year at least, and who shall report to the council and to the city manager. The audit will be performed in accordance with state statutes.

ARTICLE 5 DEPARTMENT OF LAW

Section 5.1 City Attorney

(a) The council shall appoint an officer of the city who shall have the title of city attorney. The city attorney shall be the head of the department of law, which shall oversee the municipal court and the city prosecutor's office.

(b) The city attorney shall be licensed to practice law in the state of Oklahoma and two (2) years experience in the field of governmental law is preferred. (Election 4-1-1997)

Annotation: Subsection 5.1(b) of the Charter of the City of Bixby, Tulsa County, Oklahoma, as it now reads, was voted upon and approved by the qualified electors of the City of Bixby on April 1, 1997 and was thereafter approved by Francis Anthony Keating, Governor of the State of Oklahoma, on April 12, 1999. From December 16, 1993 until April 12, 1999, the following version of Subsection 5.1(b) was part of the Bixby City Charter:

"(b) The City Attorney shall have the following minimum qualifications before an appointment may be offered by the Council:

- 1. The candidate shall be licensed to practice law in the State of Oklahoma; and*
- 2. The candidate shall possess a minimum of eight (8) years experience in the field of Oklahoma municipal law."*

(c) The salary or other compensation to be paid to the city attorney, as well as the date said payment is to be made, shall be fixed by the council.

(d) In addition to the powers, duties, and responsibilities which have been enacted pursuant to the Oklahoma constitution, state statutes, and city ordinances, the city attorney shall:

1. Serve as advisor to the council and the city manager on all legal questions;
2. Prepare written opinions for the council and city manager upon request;
3. Represent the city as attorney in all litigation for or against the city, in all courts and wherever jurisdiction may be, unless otherwise determined by the council;

4. Perform such other legal services on behalf of the city, its officers and employees, as may be required by the council when in accordance with state statutes;

5. Appoint all assistant city attorneys, subject to approval by a majority of the council.

6. Appoint the city prosecutor, subject to approval by a majority of the council.

(e) The appointment of the city attorney may be withdrawn at any time by a majority vote of the council.

Section 5.2 Municipal Court

The municipal court of the city of Bixby, as enacted by the constitution and laws of the state of Oklahoma, shall continue to function in the same capacity as it did under the Bixby city code prior to the enactment of this charter, unless so stated in this charter. The city clerk, or a designated individual thereunder, shall keep a record of all proceedings of the municipal court, of the disposition of all cases, and of all fines and other money collected.

Section 5.3 Municipal Judge

(a) the council shall appoint an individual(s) to serve as judge of the municipal court, with the official title of municipal judge. Such an appointment shall be made pursuant to the terms of the Bixby city code.

(b) The length of term for the municipal judge as well as provisions for removal from office, shall be governed by state statute.

(c) The salary or other compensation to be paid the municipal judge, as well as the date said payment is to be made, shall be fixed by the council.

(d) The court clerk, on behalf of the municipal judge, shall make a monthly report to the council, which report shall be submitted no less than five (5) days prior to the monthly council meeting. The report shall state the number of cases appearing before the court for the previous month, a numerical breakdown of the type of violations for which citations were issued, and the disposition of cases which have remained undisposed for a period of more than ninety (90) days.

(e) In addition to being licensed to practice law in the state of Oklahoma, the municipal judge shall possess a minimum of five (5) years actual legal experience before an appointment may be offered by the council;

(f) The municipal judge shall have original jurisdiction to hear and determine all cases involving offenses against the charter and the ordinances of the city of Bixby. The style of all processes shall be in the name of the city. The municipal judge may administer oaths and make and enforce all proper orders, rules and judgments.

(g) While under appointment, the municipal judge shall hold no other office or employment in the service of the city of Bixby.

Section 5.4 City Prosecutor

There shall be a city prosecutor, to be appointed by the city attorney, subject to majority approval of the council. The city prosecutor shall be responsible for representing the city in all criminal proceedings arising under the Bixby city code.

(a) A candidate for city prosecutor shall be licensed to practice law in the state of Oklahoma.

(b) The salary or other compensation to be paid to the city prosecutor, as well as the date said payment is to be made, shall be fixed by the council.

ARTICLE 6 ELECTIONS

Section 6.1 Term of Office

(a) Unless otherwise provided for by law, the term of office of an elected municipal official shall be four (4) years. The term of office of an elected official shall begin at 12:00 noon on the second Monday following the general municipal election, and such official shall serve until his successor is elected and qualified. If a newly elected official does not qualify within thirty (30) days after his term of office begins, the office shall become vacant and shall be filled in the manner provided by law. In order to complete the unexpired term, the office of an official who is holding over shall be filled at the next general election in compliance with the provisions of section 16-101 through section 16-213 of title 11 of the Oklahoma Statutes.

(b) All city elections shall be conducted on a non partisan basis. No declaration of candidacy or ballot shall contain any party emblem, sign, or designation, and there shall be nothing thereon to indicate any affiliation of the candidate.

(c) Each of the five council members shall be elected from their ward by votes cast only by qualified voters residing within that ward. (Election 11-7-2006)

Annotation: Subsection 6.1(c) of the Charter of the City of Bixby, Tulsa County, Oklahoma, as it now reads, was voted upon and approved by the qualified electors of the City of Bixby on November 7, 2006 and was thereafter approved by Brad Henry, Governor of the State of Oklahoma, on January 4, 2007. This amendment was submitted to the voters by initiative petition. From December 16, 1993 until January 4, 2007, the following version of Subsection 6.1(c) was part of the Bixby City Charter:

"(c) Each of the five council members shall be elected at large in the general election as required by this Charter."

Section 6.2 Wards: Number; Equal; Etc.

(a) There shall be five wards, which shall be numbered from one to five.

(b) The wards shall be formed of compact contiguous territory, and shall be substantially equal in population.

(c) Redistricting shall be enacted according to state statute.

Section 6.3 General Election Laws of the State Adopted

General and special elections for council members, and in all notices, canvass of returns, and all proceedings whatever relating to said elections, the general laws of the state applicable to municipal elections are hereby adopted and put in full force and effect, except as the same may be modified herein.

Section 6.4 General Election: Time, Who Elected

A general election shall be held every year in the city on the 1st Tuesday in April to elect the council members to succeed those whose terms will expire in the respective year. Every registered voter may vote for one candidate in each ward. The candidate from each ward receiving the greater number of votes, shall be elected. Should a tie occur, the council member shall be determined by lot during a public meeting before the county election board.

Section 6.5 Registered Voters

The term registered voter as used in this charter means a person who has the qualifications prescribed for voters by the state constitution and law, and who is registered as may be required by law.

Section 6.6 Elections: When Not Held

If there are no candidates, or only one candidate, and no questions to be voted upon at a primary or general election, the election shall not be held.

Section 6.7 State Constitution and Law to Govern

The provisions of the state constitution and law applicable to city election, shall govern such elections in this city insofar as they are applicable and are not superseded by this charter or by ordinance.

ARTICLE 7 RECALL

Section 7.1 Recall Authorized

Any councilmember may be recalled from office by the registered voters qualified to vote for the election of a successor to the incumbent, in the manner provided in this article.

Section 7.2 Recall Petition

(a) To initiate a recall proceeding, a written statement proposing the recall of a councilmember shall be signed by a minimum of five percent (5%) of the registered voters of the city, but shall not require more than 500 signatures, and shall be filed with the city clerk. An incumbent must have held office at least six (6) months before a written statement may be initiated. The statement shall also contain the reason or reasons for which the recall is sought, in not more than two hundred words. Within five days, the city clerk shall mail a copy of such statement by registered, certified, or similar special mail to the officer at his residential address. Within ten days after the statement is mailed to the officer, the officer may make and file with the city clerk a written statement in duplicate justifying his conduct in office, in not more than two hundred words; and the city clerk on request shall deliver one copy to one of the persons filing the statement proposing the recall.

(b) The petition for recall shall include a demand that a successor to the incumbent sought to be recalled be elected, and shall also include before the space where the signatures are to be written the statement giving the reason or reasons for recall under the heading "STATEMENT FOR RECALL," and if the officer has filed a statement as authorized, the statement justifying his conduct in office under the heading "STATEMENT AGAINST RECALL". The two statements shall be in letters of the same size. A copy of the petition shall be filed with the city clerk within one month after recall proceedings are initiated by the filing of the first statement, and before the petition is circulated.

(c) The petition must be signed by 20% of the registered voters of the city. Each signer shall write after his name his address within the city, giving street or avenue and number, if any. Not more than one hundred signatures may appear on a single copy of the petition. Petitions may be circulated only by registered voters of the city; and the person who circulates each copy of the petition shall sign an affidavit on the copy stating that each signer signed the petition in his presence, that each signature on the petition is genuine, and that he believes each signer to be a registered voter of the city.

(d) The circulated petition shall be filed with the city clerk not later than one month after the filing of a copy as provided above. Within one month after date of filing of the circulated petition, the city clerk shall examine it and ascertain whether it has been prepared and circulated as required, and whether the required number of registered voters of the city have signed it. He shall then attach his certificate to the petition. If his certificate states that the petition has not been prepared and circulated as required and/or lacks a sufficient number of signatures, the petition shall have no effect. But, if the city clerk's certificate states that the petition has been

prepared and circulated as required and has a sufficient number of signatures, he shall submit the petition and certificate to the council at its next meeting.

Section 7.3 Recall Election: Council to Order

(a) The council, by resolution or ordinance passed within one month after receiving the petition and certificate of the city clerk, shall order and fix the date for recall election, which shall be held not less than forty days, nor more than fifty days, after passage of the resolution or ordinance. The city clerk shall cause the resolution or ordinance ordering the election to be published in full in a newspaper of general circulation within the city within ten days after its passage; and such publication shall be sufficient notice of the election.

(b) More than one recall election may be held on the same day.

Section 7.4 Recall Election: How Held

(a) The recall election shall be an election to fill the office held by the incumbent sought to be recalled. There shall be no primary. Any qualified person, including the incumbent, may file as a candidate for the office. The candidate receiving the greatest number of votes in the recall election shall be elected. If a candidate other than the incumbent is elected, the incumbent shall be recalled from office effective as of the time when the result of the election is certified. The successful candidate must qualify within one month thereafter; and if he fails to do so, the office shall be vacant, and the vacancy shall be filled as other vacancies in the council are filled. A candidate thus elected and qualifying shall serve for the unexpired term. If the incumbent is a candidate and receives the greatest number of votes, he shall continue in office without interruption; and recall proceedings may not again be initiated against him within one year after the election.

(b) The provisions of this charter relating to city elections shall also govern recall elections insofar as they are applicable and are not superseded by the provisions of this article.

Section 7.5 Person Recalled or Resigning

A person who has been recalled from an office, or who has resigned from such office while recall proceedings were pending against him, may not hold a position of employment in the Bixby city government within three years after his recall or resignation.

ARTICLE 8 OFFICERS AND EMPLOYEES GENERALLY

Section 8.1 Qualifications of Officers and Employees

Officers and employees of the city shall have, as a minimum, the qualifications prescribed by this charter and such additional qualifications as the council may prescribe; but the council shall not prescribe additional qualifications for councilmembers.

Section 8.2 Nepotism

Neither the city manager, the council, nor any other authority of the city government, may appoint or elect any person related to any councilmember, to the city manager, or to himself, or, in the case of a plural authority, to one of its members, by affinity or consanguinity within the third degree, to any office or position of profit in the city government, and as more specifically defined by state statute. This shall not prohibit an officer or employee already in the service of the city from continuing and being promoted therein.

Section 8.3 Holding More than One Office

Except as may be otherwise provided by this charter or by ordinance, the same person may hold more than one office in the city government. The city manager may hold more than one such office, through appointment by himself, by the council, or by other city authority having power to fill the particular office, subject to any regulations which the council may make by ordinance; but he may not receive compensation for service in such other offices. Also the council by ordinance may provide that the city manager shall hold ex officio designated offices subordinate to the city manager as well as other designated compatible city offices, notwithstanding any other provision of this charter.

Section 8.4 Bonds of Officers and Employees

The city manager, the city treasurer, and such other officers and employees as the council may designate, before entering upon their duties shall provide bonds for the faithful performance of their respective duties, payable to the city, in such form and in such amounts as the council may prescribe, with a surety company authorized to operate within the state. The city shall pay the premiums on such bonds.

Section 8.5 Oath or Affirmation of Office

Every officer of the city, before entering upon the duties of his office, shall take and subscribe to the oath or affirmation of office prescribed by the state constitution. The oath or affirmation shall be filed in the city clerk's office.

Section 8.6 Who May Administer Oaths and Affirmation

All officers authorized by federal or state law, the mayor, the city manager, the city clerk, the municipal judge or judges, and such other officers as the council may authorize, may administer oaths and affirmations in any matter pertaining to the affairs and government of the city.

Section 8.7 Removal, Etc., Of Officers and Employees

The power to lay off, suspend, demote, and remove accompanies the power to appoint or elect; and the city manager, or other appointing or electing authority at any time may lay off,

suspend, demote, or remove any officer or employee to whom he, or the other appointing or electing authority respectively may appoint or elect a successor.

Section 8.8 Acting Officers and Employees

The appointing or electing authority who may appoint or elect the successor of an officer or employee, may appoint or elect a person to act during the temporary absence, disability, or suspension of such officer or employee, or, in case of a vacancy, until a successor is appointed or elected and qualifies, unless the council provides by general ordinance that a particular superior or subordinate of such officer or employee shall act. The council by general ordinance may provide for deputy to act in such cases.

Section 8.9 Officers to Continue Until Successors are Elected or Appointed and Qualify

Every officer who is elected or appointed for a term ending at a definite time, shall continue to serve thereafter until his successor is elected or appointed and qualifies unless his services are sooner terminated by resignation, removal, disqualification, death, abolition of the office, or other legal manner.

Section 8.10 Conflict of Interests

(a) Neither the mayor, any other councilmember, nor the city manager shall sell or barter anything to the city or to a contractor to be supplied to the city; or make any contract with the city; or purchase anything from the city other than those things which the city offers generally to the public (as for example, utility services), and then only on the same terms as are offered to the public. Any such officer violating this section, upon conviction thereof, shall thereby forfeit his office. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the city, shall render the contract voidable by the city manager or the council. This subsection shall not apply in cases in which the city acquires property by condemnation.

(b) The council by ordinance or personnel rules, and in accordance with state statutes, shall further regulate conflict of interests and ethics of officers and employees of the city.

Section 8.11 Feminine Gender

When the masculine gender is used in this charter, it shall also include the feminine gender.

ARTICLE 9 AMENDMENT AND SEVERABILITY CHARTER

Section 9.1 Amendment: Proposal, Ratification, Approval

This charter may be amended by proposals therefor submitted by the council, or by the council upon initiative petition of the electors as provided by the state constitution, at a general or special election, ratified by a majority of the registered voters voting thereon, and approved by

the governor as provided by the state constitution. If more than one amendment is proposed, all of them except those which are so interrelated that they should be ratified or rejected together, shall be submitted in such manner that the voters may vote on them separately. A proposition to amend this charter may be either in the form of a proposed amendment to a part or parts of the charter or of a proposed new charter.

Section 9.2 Severability

(a) If a court of competent jurisdiction holds any section or part of this charter invalid, such holding shall not affect the remainder of this charter nor the context in which such section or part so held invalid may appear, except to the extent that an entire section or part may be inseparably connected in meaning and effect with that section or part.

(b) If a court of competent jurisdiction holds any section or part of this charter invalid, or if a change in the state constitution or law renders a part of this charter invalid or inapplicable, the council by ordinance may take such appropriate action as will enable the city government to function properly.

ARTICLE 10 SUCCESSION IN GOVERNMENT

Section 10.1 When Charter Goes into Effect

This charter shall go into effect immediately upon its ratification by a vote of a majority of the registered voters of the city voting upon the question at an election and its approval by the governor as provided by the state constitution. The government created by this charter shall supersede the heretofore existing government as to that time.

Section 10.2 Officers and Employees to Continue

When this charter goes into effect, the present councilmembers shall continue in office as provided by this charter. All other officers and employees under the present government (including members of all boards and commissions) shall continue in their respective offices and positions of employment under the terms of this charter.

Section 10.3 Effective Date of New Form - First Elections - Transition of Officers

(a) Upon approval of this charter, the council shall make provisions for the division of the city into five wards as instructed by state statute. Said division shall be completed no later than thirty (30) days prior to the first date that a candidate may file to run for the office of city councilmember for the general election to be held in 1994.

(b) Councilmember terms during transition (the first term of office) shall be as follows:

1. Ward 1 councilmember shall be elected for a four (4) year term at the general election of 1997.

2. Ward 2 councilmember shall be elected for a four (4) year term at the general election of 1997.

3. Ward 3 councilmember shall be elected for a four (4) year term at the general election of 1995.

4. Ward 4 councilmember shall be elected for a four (4) year term at the general election of 1994.

5. Ward 5 councilmember shall be elected for a two (2) year term at the general election of 1994.

(c) The existing councilmembers shall complete the remainder of their respective terms until the date established in 10.3b. Each councilmember's term after the initial transition shall be for four (4) years as defined in this charter.

Section 10.4 Charter Amendments - Procedure

This charter may be amended pursuant to the Oklahoma state statutes in general, and specifically, title 11, section 13-111 and all succeeding amendments thereto.

Section 10.5 Pending Actions and Proceedings

The adoption of this charter shall not abate or otherwise affect any action or proceeding, civil or criminal, pending when it takes effect, brought by or against the municipality or any office, department, agency or officer thereof.

BIXBY CITY COUNCIL RULES

Bixby City Charter, Article 2, Section 2.10, recognizes that the City Council may agree upon a set of rules to govern the conduct of its business. The following constitutes the rules of business as periodically updated and adopted by the Bixby City Council.

BIXBY CITY COUNCIL RULES

Agenda Items for Meetings

1. Any city council member, the city manager or the city attorney may submit items of business to the city manager and the city clerk for placement on a city council or public trust agenda, by completing a form provided by the city clerk for such a purpose. Submissions shall clearly state in plain and ordinary language the nature of the business item(s) and the action the council or trust is to take (e.g., receive information, discuss, approve, deny, etc.). Agenda items should be submitted to the city manager and city clerk no later than 24 hours before the city clerk is required to post the agenda. Upon receipt of the proposed agenda item, the City Manager or the Manager's designee may contact the individual submitting the item to discuss it. Unless amended or withdrawn by the individual submitting an item prior to final posting of the agenda, agenda items submitted by any city council member, the city manager or the city attorney shall be placed on the designated city council or public trust agenda as submitted.
2. Residents of the city or a representative of a business within the city may submit requests for items of business for a city council meeting only by completing a form provided by the city clerk for such a purpose. Submissions shall clearly state in plain and ordinary language the nature of the business item(s) and the action the council is to take (e.g., public comment, receive information, discuss, approve, deny, etc.). Agenda items shall be submitted to the city clerk no later than 48 hours before the city clerk is required to post the agenda. After delivery of the form to the city clerk, the city clerk shall deliver a copy to the mayor and the city manager for their review and approval of including the item on an agenda. (ADOPTED JANUARY 27, 2014)

Special Meetings; Notice to Council Members

A special meeting of the city council may be called by the mayor or any three (3) council members. Upon notice to the city clerk that a special meeting has been called, each council member shall be provided notice of the meeting at least 48 hours before the time specified for the meeting. Notice that a special meeting has been called, including the date, time and location of the meeting, shall be provided by the city clerk to council members by transmitting an Email to them, with a return receipt confirming when the message was delivered and viewed. In the alternative, the city clerk shall provide notice to a council member by notifying them in person, by telephone, or by text message. Upon receipt of such an Email or text message, each council member shall confirm receipt and notice by transmitting a reply to the city clerk. The city clerk shall maintain a record of each personal, telephone or text contact activity in a "contact log" reflecting each attempted contact and when the council member was personally notified. Notices shall be sent to council members at the Email address, the text messages address or the telephone number each council member has advised the clerk they would like to receive notices of special meetings. (ADOPTED FEBRUARY 10, 2014)

Reconsideration of Citizen Agenda Items

After action has been taken on a matter brought to the Council by a resident or representative of a business within the city and the time allowed for reconsideration has lapsed, the same matter may be considered again by the Council no earlier than six (6) calendar months after the date of the original action by the Council. (ADOPTED MAY 12, 2014)

Confidentiality of Executive Sessions

1. Policies expressed in the Oklahoma Open Meeting Act recognize that it is the responsibility of public bodies to protect the public's interests, the reputation of private individuals, private businesses and the attorney-client privilege and, therefore, justify the engagement of frank discussions in the confidential venue of an executive session. The purpose of an executive session is to allow a confidential discussion of matters that could be detrimental to the City, its officers, or its employees, if they were to be discussed in public. For example, if the City's position in litigation were openly discussed, the ability to effectively pursue or defend a lawsuit could be compromised. Preserving confidentiality in an executive session also promotes effective discussion. If members of the City Council or administration are concerned that what they say in executive session might be disclosed afterwards, they may be reticent to freely discuss matters. Even if the matter discussed is no longer confidential (e.g., a property is sold or the litigation is over), members may still not want what was said in executive session to be made public, since the information might be presented out of context.
2. Every city employee, city advisor, and city council member has a duty to maintain their confidence on any city business or information pertaining to the City of which they have knowledge, regardless whether that knowledge is gained in his or her normal work. No member of the City Council, employee of the City, or any other person present during executive session of the City Council shall disclose to any person the content or substance of any discussion which took place during an executive session, unless a majority of the City Council shall authorize such disclosure. Any council member violating the confidentiality of an executive session may be censured by the majority of the remaining members of the City Council, publicly rebuking the member for violating the meeting's confidential nature. Employees violating the confidentiality of an executive session may be subject to disciplinary action, up to and including termination.
3. Unless otherwise approved by a majority of the City Council, public comment regarding the holding of an executive session shall only be by the Mayor or, in the absence of the Mayor, the Vice Mayor. (ADOPTED AUGUST 11, 2014)

Public Comment at Council Meetings

1. Public Comment - General

Public comment is allowed on all city council agenda items except items continued from a previous meeting where public input was received on the item or items listed as a First Reading, unless the council notifies the public it may act on the item.

Individuals who wish to speak before the council on an item that appears on a council agenda, whether speaking on their own behalf or on behalf of a group, must sign the council's request to speak information sheet, providing the council with their names and addresses, prior to the council addressing that item.

2. Time Limitations

The Mayor or Vice Mayor presiding over the council meeting shall limit the time allowed for speaking in accordance with the following:

- A. Individuals, other than Councilmembers or staff, shall be limited to a total of five (5) minutes per meeting. An individual's use of those five (5) minutes shall begin as soon as they have been called upon to speak. Speaking at a public hearing shall not be counted against an individual's total of five (5) minutes. Speakers will be called in the order in which they signed up to speak, although they may first be sorted into supporting or opposing the item.
- B. Groups of six (6) or more individuals advocating a similar position on a single item shall be collectively limited to a total of thirty (30) minutes per meeting. A single representative of a group in favor or opposed to a particular agenda item can use the entire thirty (30) minutes if five (5) individuals signed to speak prior to the representative yield their time to the representative. Speaking at a public hearing shall not be counted against a group's total of thirty (30) minutes.
- C. Comprehensive Plan amendments, zoning change applications and appeals from administrative action presentations may, at the discretion of the presiding officer, be extended up to twenty (20) minutes, with up to an additional ten (10) minutes to respond to any comments by interested, opposing parties.
- D. Responses to questions from Councilmembers shall not be considered part of a person's or groups' allowed time.
- E. Individuals or groups who feel the time limitations prescribed in this rule are inadequate for their needs should be encouraged to submit their comments and concerns on an item of business in a writing addressed to the city council, care of the city clerk.

- F. The time limitations prescribed in this rule may be waived or extended by the Mayor or Vice Mayor presiding over the council meeting, ~~provided the consent of the council is granted "without objection" or by a majority vote of the Councilmembers present.~~

~~The Mayor or Vice Mayor presiding over the council meeting may immediately terminate the comments of any individual speaker on an agenda item for violation of City Council Rules. In addition, after a warning, the presiding officer, at the officer's discretion, may preclude the individual speaker from addressing the council on any other agenda item at that meeting for violation of City Council Rules.~~

3. **Conduct**

- A. Persons addressing the council must limit their remarks to the specific agenda topic on which they have signed to speak. Individuals shall address the city council when making their comments and not address members of the public in attendance. Individuals and groups shall always remain courteous and respectful to all persons in attendance. Any violation of these provisions, as determined by the presiding officer, shall initially result in a warning. Should there be any further violation, the presiding officer may direct the individual or group to vacate the podium and/or forfeit the remainder of the time available to them to address the council at that particular council meeting.
- B. Residents of the city or a representative of a business within the city who have ~~submitted a request for an item of business to be listed on an agenda for a city council meeting and appear on an agenda shall be afforded an opportunity to address the council on issues affecting the City of Bixby. These citizen agenda items shall not be used as a forum for personal attacks, religious, commercial, political, or similar comments. Requestors shall be limited to two (2) distinct agenda items per meeting.~~ (ADOPTED SEPTEMBER 22, 2014)

Designation of a Presiding Councilmembers Absent the Mayor and Vice Mayor

Whenever the Mayor and the Vice Mayor are both absent from a meeting of the City Council, or when both are otherwise disqualified from voting, the Councilmember with the greatest seniority, measured by total time holding the office of Councilmember, regardless of interruptions in service, shall automatically be designated to preside over that meeting of the City Council. (ADOPTED FEBRUARY 9, 2015)

ORGANIZATION

Organizational Summary
Organizational Chart

[To be supplemented later]

PERSONNEL

Summary of Council Role

[To be supplemented later] **Summary of City Departments**

CITY PERSONNEL

SUMMARY OF COUNCIL ROLE

Understanding the role of the City Council with City employees begins with understanding the governmental role of the parties. The City Council serves as the legislative (and in some circumstances judicial) arm of the City, while the City Manager is the executive responsible for day to day operations. The Council is responsible for appointment of the City Manager and the City Attorney, but the City Manager, and not the Council, is responsible for all other employees of the City.

Regardless of the above, in most cities, one of the most difficult issues to deal with between the City, the City Manager, and the City employees is the question of involvement of the City Council in personnel matters. This specific issue has, for whatever reason, caused continuing problems through the years. State statute specifically and clearly deals with this issue by providing that Council members may not:

- A. direct or request the City Manager to appoint or remove officers or employees;
- B. participate in any manner in the appointment or removal of officers and employees of the City, except as provided by law;
- C. give orders on ordinary administrative matters to any subordinate of the City Manager either publicly or privately.

The above statutory requirements are consistent with the Charter of the City of Bixby, which provides:

Section 2.4 Council: Appointment and Removals

Neither the council, the mayor, nor any of its other members may direct or request the appointment of any person to, or his removal from, office or employment by the city manager or by any other authority; or, except as provided in this charter, participate in any manner in the appointment or removal of officers and employees of the city. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the city manager; and neither the council nor any member thereof may give orders on administrative matters to any subordinate of the

city manager either publicly or privately. If any councilmember violates this, the councilmember is to be reported to the city manager in writing. The city manager must then present the complaint to the councilmember. If the city manager gets any additional complaints after the initial complaint, then it is to be reported to the councilmembers in an open meeting to the public. Failure of the city manager to report this violation shall be grounds for termination.

There are many examples in which direction given to employees by a Council member can result in difficulties and a violation of the law by the City Council member. The following specific examples are examples of conduct that should be avoided:

- A. Council members shall not appear at City Hall or other department of the City and direct any City employee to perform any duties on behalf of the Council member. With the exception of the City Attorney, all City employees are staff to the City Manager. If anything is needed from City employees, other than the City Attorney, that request should be made to the City Manager, preferably via e-mail, so the Manager then can efficiently communicate that request to the appropriate employee. Council members may only request information from City staff through the City Manager;
- B. While Council members, as a private citizen, may appear at emergency scenes or public work sites to inquire as to the nature of the event, they are strongly discouraged from doing so, as their presence can be either distracting or intimidating and make an already stressful situation even more stressful and unsafe for all concerned. Regardless, Council members shall not appear at emergency scenes or public work sites, or telephone or text City employees or City contractors to inquire into the estimated time for handling or repair, issue directions, or offer suggestions as to how the work can be better performed, or criticize, or otherwise discuss the work being performed. Questions regarding the nature of the event or any other comments should be directed to the City Manager, who can then respond and/or communicate that information to the appropriate personnel.
- C. Council members shall not contact any police officer, the City Attorney, the Municipal Court Clerk, or a Judge of the Municipal

Court to solicit the cancellation, dismissal or other disposition in the prosecution of any violation of Bixby's ordinances.

- D. Council members, like all members of our City government, shall not conduct themselves in any manner which would create a hostile working environment or discriminate against any employee who is a member of a protected class, based upon race, color, religion, national origin, age, gender, citizenship, familial status or disability.

Again, the best rule of thumb is to keep in mind that Council should consider themselves no more than ordinary citizens when it comes to City employees and public facilities. In this form of government, the Council serves as a policy making, legislative body, does not manage day to day operations, and should not attempt to insert themselves into or otherwise interfere with those operations.

From time to time, Council members will receive requests from citizens, or wish to make their own request, for the provision of public services, or to make complaints or offer other comments regarding public services rendered. A written reporting mechanism has been designed to facilitate the effective and efficient handling of such concerns. Council members and their constituents are urged to use it at all times. Citizens and Council members seeking the provision of public services or wanting to register a complaint or offer other comments should submit their request or comments via e-mail directly to the City at the City's website, www.bixbyok.gov, and clicking in the "Contact Us" link.

Also, Council should be aware that certain groups within the City are represented by state sanctioned unions. As most of you are probably aware, the various Unions representing City employees at different times may attempt to place pressure on Council members to side with them in their pending negotiations on their collective bargaining agreements or grievances. It is important for Council members to limit their participation in negotiations with the Unions to a "formal" participation wherein they would participate through the appropriate channels and not do so in private meetings or in informal circumstances. Informal meetings circumvent the goals set by the Council as a group and by the staff in its attempt to reach a conclusion. To allow one Council member to be informally involved in negotiations, and to have private meetings with the various Unions without the knowledge or involvement of the staff or other Council members, circumvents not only the staff attempts to resolve the dispute but also undermines the authority of the Council as a whole. The best approach in regard to these issues is to have a clear understanding by the Council as a whole and not have individual members handling it on their own.

The above restrictions on the conduct of the City Council are very clear. Council members are strictly policymakers; they have no authority to: direct any employee; make requests for information of any City employee, except for the City Attorney, without going through the City Manager; request the hiring or firing of any specific employee; participate in the discipline of any City employee, or; interfere with the administration of the city government in any way. Those duties are left exclusively to the City Manager and any involvement by Council members in those activities is a violation of state statute. Again, this is an issue that should not arise if all parties are well aware of their role. Failure of Council members to observe these principles can impede the effective and efficient delivery of our local government services and result in sanction from the City Council.

BIXBY'S PUBLIC TRUSTS

Indenture of the Bixby Public Works Authority
Indenture of the Bixby Industrial Trust Authority

TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE dated as of the 1st day of December, 1964, by Virgil L. Cox, hereinafter referred to as the Trustor, and Virgil L. Cox, Arthur E. Smith and Carl Fenderson and their respective successors in office, to be known as the Trustees of the Bixby Public Works Authority, who shall be Trustees of the Trust herein set out and hereinafter referred to as Trustees.

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits and increases thereof unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the Town of Bixby, Oklahoma, hereinafter referred to as Beneficiary, and upon the following trusts, terms and conditions herein stated.

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and benefit of the Beneficiary, to finance, operate, construct and administer any public works, improvements or facilities, and for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma statutes 1961, Sections 176 to 180, inclusive, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

ARTICLE II

The name of this Trust shall be "Bixby Public Works Authority," hereinafter referred to as Trust. The Trustees shall conduct all business and execute or authorize the execution of all instruments, and otherwise perform the duties and functions required in the execution of this Trust.

ARTICLE III

The purposes of this Trust are:

(1) To acquire, construct, purchase, install, equip, maintain, repair, enlarge, remodel and operate buildings and other facilities for use by the United States of America, or the State of Oklahoma, or for use by authorities or agencies of the United States of America or of the State of

Oklahoma or of any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, including the beneficiary hereof; to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer utilities, either within or without the territorial boundaries of the beneficiary which are or shall be of public use, including, but without limitation, water, sewer, garbage and trash disposal facilities; and to service machinery or equipment in connection with such utilities, buildings and facilities.

(2) To hold, maintain and administer any leasehold rights in and to physical properties demised to the beneficiary and to comply with the terms and conditions of any such lease.

(3) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits, and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase or other interest in or operation and maintenance of water and sanitary sewage company properties, garbage and trash disposal, and other utilities and revenue thereof, lease-purchase contracts and to comply with the terms and conditions of any such contracts, leases or other contracts made in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust but no longer needful for trust purposes.

(4) To perform on behalf of the beneficiary the functions and powers as authorized by industrial development statutes.

(5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid services, utilities, buildings, facilities, industrial development, and all properties (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs, and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the beneficiary municipality.

ARTICLE IV

DURATION OF TRUST

This Trust shall have duration for the term of duration of the beneficiary and until such time as its purpose shall have been fully fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

- (1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.
- (2) Any and all leasehold rights remised to the Trustees by the beneficiary as authorized and empowered by law.
- (3) Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.
- (4) Cash in the sum of \$10.00 deposited in Citizens Security Bank, Bixby, Oklahoma to the account of the Trustees.

The instruments executed for each project, and such issuance of Trustees Bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) The Trustees of this Trust shall be citizens and residents of the beneficiary, who are the persons presently constituting the President, Board of Trustees and members of the governing board of the beneficiary, and the persons who shall be their successors as President, Board of Trustees, and members of said governing board of said beneficiary, and each such successor in office shall without further act, deed or conveyance, automatically become Trustees of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

(2) The person who shall be the President, Board of Trustees of the beneficiary, shall become automatically the Chairman of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all

regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. The Trustees shall select one of their members to be Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act.

(3) The person who shall be the Town Clerk of the beneficiary, shall act as Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(4) The person who shall be the Town Treasurer of the beneficiary, shall act as Treasurer of the Trustees.

(5) The Trustees may appoint a general manager for the Trust Estate, and may employ such other clerical, professional [sic], legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation. Any such employee may be a person who shall be an officer or employee of the beneficiary, in which event such officer or employee may receive compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a general manager for the Trust Estate is appointed by the Trustees, the said general manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the beneficiary, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

(8) The Trustees, the State of Oklahoma, and the beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust

or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the beneficiary, in his or its capacity, nor can the beneficiary bind or obligate the Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To finance, refinance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for the benefit and development of the beneficiary.

(2) To enter into contracts for the acquisition and construction of works and facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture and in compliance herewith, other than those works and facilities to be constructed by the employees of the Trustees, provided, however, that:

(a) It is the intent of this Trust Indenture that there be effective competition on contracts for all construction work and materials involving an outlay and expenditure in excess of \$750.00; provided, however, should the Trustees find that an immediate emergency exists by reason of which an immediate outlay of funds in an amount exceeding \$750.00 is necessary in order to avoid loss of life, substantial damage to property, or damage to the public peace or safety, then contracts may be made and entered into without competitive bids. Contracts for the construction of all improvements as a whole or in part shall be entered into only after reasonable public advertisement for bids, and the Trustees shall cause plans and specifications to be prepared in sufficient detail for contractors to submit bids on such construction work. Plans and specifications shall be made available to all bidders and, whenever practicable in the opinion of the Trustees, final detailed plans and specifications will be prepared prior to advertisement for bids and shall be made available to all bidders.

(b) The Trustees may reject all bids and readvertise for bids or may enter into a contract or contracts with a responsible bidder or bidders who, in the opinion of the

Trustees, shall offer the terms deemed most favorable to the Trust Estate. All contractors to whom any construction contract for any project or part thereof is let shall be financially responsible and bear a good reputation in the industry. The Trustees may prescribe such bidding qualifications as they deem necessary and desirable.

(c) All construction contracts shall be bonded (performance and statutory) for one hundred per cent (100%) of the amount of the contract.

(d) On major construction projects the invitation to bid, the bidding, and letting of contracts may be in whole, by sections, segments or for particular parts or units of the total work to be performed.

(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and

(c) Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

(5) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(6) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper and to resell, at any time and as often as they deem advisable, any or all the property in the

Trust, real and personal; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the beneficiary and construct, improve, repair, extend, remodel, and equip utilities or buildings and facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property, utilities, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(8) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, make, accept, indorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the beneficiary; but may agree for approval of any or all of its actions and transactions by the governing board of the beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

The Trustees may select depositories for the funds and securities of this Trust. Temporary Trustee or Trustees or Receiver appointed pursuant to paragraph 6 of Article VI hereof may employ special counsel to represent them and such special Counsel's compensation shall be paid from revenues of the Trust Estate.

The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgement is necessary or proper to protect interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The beneficiary of this Trust shall be the Town of Bixby, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes 1961, Sections 176 to 180, both inclusive, and other statutes of the State of Oklahoma as presently in force and effect. Trustor now declares that this Trust Indenture shall be irrevocable from the moment it is signed by him and delivered to the Trustees, and that it shall thereafter stand without any power whatsoever at any time to alter, amend, revise, modify, revoke or terminate any of the provisions of this Trust Indenture.

(2) The beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate –

(1) When the purposes set out in Article III of this instrument shall have been fully executed; or

(2) In the manner provided by Title 60, Oklahoma Statutes 1961, Section 180. Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

s/ Virgil L. Cox
Virgil L. Cox Trustor

s/ Virgil L. Cox
Virgil L. Cox

s/ Arthur E. Smith
Arthur E. Smith

s/ Carl Fenderson
Carl Fenderson

Trustees

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of December, 1964, personally appeared Virgil L. Cox to me known to be the person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

(SEAL)

 s/ Evan L. Davis
Notary Public

My commission expires May 28, 1966.

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of December, 1964, personally appeared Virgil L. Cox, Arthur E. Smith and Carl Fenderson to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

(SEAL)

 s/ Evan L. Davis
Notary Public

My commission expires May 28, 1966.

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of Trustees of the Town of Bixby, Oklahoma, a municipal corporation, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said beneficiary in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as President, Board of Trustees of the Town of Bixby, Oklahoma, attested by the Town Clerk of the Town of Bixby, Oklahoma, pursuant to direction of said Board of Trustees, this 1st day of December, 1964.

s/ Virgil L. Cox
President, Board of Trustees

ATTEST:

s/ Olga Garrard
Town Clerk

TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE, dated this 7th day of December, 1981, by DAVID L. NOSS hereinafter referred to as the "Trustor" and Joann Guinn, Eldon Horton, Brenda Liles, Roy T. Brown, Jr. and Jackie Joe Gary, and their respective successors in office, hereinafter referred to as the "Trustees" of the BIXBY INDUSTRIAL TRUST AUTHORITY, hereinafter sometimes called the "Trust".

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of Ten dollars, receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable consideration, the said Trustees agree to hold, manage, invest, assign, convey, transfer, lease and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, returns, rents profits and increases thereof unto said Trustees and said Trustees' successors and assigns, in Trust nevertheless, for the use and benefit of the City of Bixby, Oklahoma, hereby designated as Beneficiary of this Trust and hereinafter referred to as Beneficiary, upon the following trusts, terms and conditions.

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and benefit of the Beneficiary, for the public purposes and functions hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1971, Sections 176 to 180.4 inclusive, as amended and supplemented, and under the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

ARTICLE II

NAME OF TRUST AND BOUNDARY

The name of this Trust shall be BIXBY INDUSTRIAL TRUST AUTHORITY, hereinafter referred to as the Trust. The Trustees shall conduct all business and execute or authorize the execution of all instruments under the name Bixby Industrial Trust Authority and otherwise perform the duties and functions required in the execution of this Trust,

The Trust shall operate within Tulsa County, Creek County and Wagoner County, Oklahoma and in such other areas as are near the territorial boundaries of the Beneficiary.

ARTICLE III

PURPOSES OF TRUST

The purposes of this Trust are:

(1) To promote, encourage and secure the development of the general economic welfare and security of the general public within and without the boundaries of the Trust, including but not limited to securing industries, within and without said boundaries and otherwise promoting, assisting and encouraging the development of industries within and without said boundaries, all to provide additional opportunities for employment, discourage the migration of citizens from their home communities, encourage, assist and in general to pursue, promote and develop the economic stability of the area within and without the boundaries which will benefit and strengthen the economy of the Beneficiary Municipality and the State of Oklahoma.

(2) To promote the general public health, safety and welfare and to protect it against the effects and consequences of air, water and ground pollution and secure, promote, assist, encourage and accommodate the equipping of facilities, improvements, equipment and other property with such devices, systems, property and/or facilities and their appurtenances as may be necessary for or used to, in whole or in part, abate or control water, ground or atmospheric pollution by, in whole or in part, removing, altering, disposing, retarding or storing pollutants, contaminants, wastes or heat within, without or near the boundaries of the Trust.

(3) To promote the general public health, safety and welfare through the promotion, development, assistance and encouragement of sports, entertainment, cultural, convention, trade show facilities available or generally available in whole or in part to the general public within or without the boundaries of the Trust.

(4) To promote the general safety and convenience of the general public through the promotion, development, assistance, encouragement of and to otherwise secure and/or participate in the expansion of any mass communicative facility serving the general public commuting on a day to day basis by means of any form of vehicular, rail, air, water or other form or forms of transport, carriage or conveyance either to, around, within or without the boundaries of the Trust or any portion or portions thereof and to otherwise promote, develop, assist, encourage, secure and participate in the establishment or expansion of all such facilities as may be functionally related or subordinate thereto and otherwise to promote, develop, assist, encourage, secure and participate in the establishment or expansion of any public or quasi-public parking facilities and any such facilities as may be related or subordinate thereto.

(5) To promote the general public health, safety and welfare and the economic stability of the Beneficiary Municipality and to promote, assist, encourage, participate in and secure the development, redevelopment, preservation and/or renewal of the Beneficiary's natural resources, renewable natural resources and community resources including but not limited to its public parks and park lands and/or facilities for public or quasi-public park usage, its blighted urban and suburban areas, its business and central business district and areas, and such other community

development efforts as may be in the interests of promoting, protecting and developing the general public health, safety and welfare.

(6) To promote the general public welfare and the economic stability of the area within and without the boundaries of the Trust, through the promotion, development, redevelopment, assistance, participation in and securing of industrial parks for use as building or operation sites by a group or groups of enterprises engaged in industrial, distribution or wholesale businesses or any combination thereof including such facilities and land development as may be incidental or functionally related thereto or required as a reasonable and necessary part thereof or thereto.

(7) To promote the health, safety and welfare of the general public within or without the boundaries of the Trust through the promotion, development, assistance, encouragement of and to otherwise secure and/or participate in the expansion of medical, surgical and other health care activities and facilities including hospitals, extended care facilities, clinics and other similar facilities and such facilities as may be related thereto including but not limited to laboratories, outpatient facilities, central service facilities, training facilities and doctors' office buildings operating in connection with the foregoing.

(8) To acquire, reacquire, construct, reconstruct, extend, lease, purchase, use, loan, borrow, install, equip, maintain, operate, renovate, refurbish, enlarge, remodel, convey, sell at public or private sale, encumber, alleviate, transfer, exchange and/or resell any property, real or personal, improvements, buildings, equipment, chattels, furnishings, fixtures, trade fixtures and any and all other facilities and/or property of whatever nature including any and all rights to or therein for use by the United States of America or the State of Oklahoma or for use by authorities or agencies of the United States of America or of the State of Oklahoma or any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, including the Beneficiary hereof or for the use of corporations, individuals, partnerships, associations or proprietary companies for the purpose of executing and/or fulfilling the Trust purposes as set forth in this instrument and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide supplies, regulate, hold, store and administer property, buildings, improvements and facilities of every nature whether within or without the boundaries of the Trust which may be useful in pursuing, promoting, executing and/or fulfilling the Trust purposes as set forth in this instrument.

(9) To lease, rent, furnish or provide such property, buildings, improvements and facilities for use by the United States of America or the State of Oklahoma or for use by authorities or agencies of the United States of America or of the State of Oklahoma or of any municipality thereof or for use by municipal or other political subdivisions of the State of Oklahoma, including the Beneficiary hereof, or for the use of corporations, individuals, partnerships, associations or proprietary companies upon such terms as the Trustees may deem suitable; and to relinquish, rent, dispose of or otherwise make provisions for properties owned or controlled by the Trust but no longer needed for Trust purposes.

(10) To perform on behalf of the Beneficiary the functions and powers as authorized by industrial development statutes.

(11) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating, and administering any and all aforesaid property, improvements, buildings, facilities and all properties, whether real or personal, needful for executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing to incur indebtedness, either unsecured or secured, by all or any part of the Trust estate and its revenue.

(12) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses and in payment of any other obligation properly chargeable against the Trust estate and to distribute the residue and remainder of such revenue to the Beneficiary Municipality.

(13) To promote the general public health, safety and welfare within and without the boundaries of the Trust through the promotion, development, redevelopment, assistance, participation in, provision and securing of housing and facilities related thereto, operated by non-profit religious or benevolent organizations for the aged or disabled persons and housing, housing programs and facilities related thereto undertaken as part of redevelopment, rehabilitation or conservation activities and in accordance with approved urban renewal plans.

ARTICLE IV

DURATION OF TRUST

The Trust shall have duration for the term of duration of the Beneficiary and until such time as its purpose shall have been fully fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for Trust purposes.

(2) Any and all leasehold rights remised to the Trustees by the Beneficiary as authorized and empowered by law.

(3) Any and all money, real property, personal property, rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

(4) Cash in the sum of \$10.00 paid to the Trustees, receipt of which is hereby acknowledged by the Trustees.

The instruments executed for each project and the issuance of Trustees' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) There shall be a total of five Trustees of this Trust. The Trustees shall all be citizens and residents of the State of Oklahoma.

(2) The initial Trustees shall serve for five years and shall be as follows:

- (a) Joann Guinn
- (b) Eldon Horton
- (c) Brenda Liles
- (d) Roy T. Brown, Jr.
- (e) Jackie Joe Gary

(3) Successors to the Trustees shall be appointed by the City Council of the Beneficiary and each such appointee shall serve a term of five years. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired term in the same manner as that provided for the appointment of a successor Trustee.

(4) The Trustees shall serve without compensation, except for actual expenses while engaged upon attendance at meetings and in traveling thereto or therefrom, or on other official business.

(5) The Trustees shall select annually, a chairman, vice-chairman and secretary-treasurer of the Trust. The chairman shall preside at all meetings and perform other duties designated by the Trustees. The vice-chairman shall act in the place of the chairman during the latter's [sic] absence or incapacity to act. The secretary-treasurer shall keep or cause to be kept minutes of all meetings of the Trustees and shall maintain or cause to be maintained complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(6) All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture.

(7) The Trustees may appoint a general manager for the Trust Estate, and may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation.

(8) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation, undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a temporary Trustee or Trustees or a Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which the appointment of temporary Trustee or Trustees or Receiver was authorized.

(9) Bonds or other evidences of indebtedness to be issued by the Trust shall not constitute an indebtedness of the State of Oklahoma nor of the Beneficiary, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

(10) The Trustees and the Beneficiary hereof, shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation. No Trustee or Trustees shall have the power or authority to bind or to obligate any other Trustee in his individual capacity, or the Beneficiary in its capacity nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of this Trust and subject to the provisions and limitations otherwise provided in the Trust Indenture, the Trustees shall have in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture and under the laws of the State of Oklahoma, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court or legislative body:

(1) To finance, refinance, acquire, establish, develop, contract, redevelop, enlarge, extend, improve, maintain, equip, operate, lease, furnish, exchange, sell at public or private sale, supply, regulate, hold, store, alienate, transfer, encumber, loan, use, hold, and/or administer any of the property, buildings or facilities designed pursuant to or under the provisions of or reasonably

required for, functionally related or incident to the pursuit, development, execution, and/or fulfillment of the Trust purposes as set forth and enumerated in Article III hereof as the Trustees shall determine necessary within or without the boundaries of the Trust for the benefit of the said Beneficiary, its general public and the general public of the area and State of Oklahoma.

(2) To enter into contracts for the acquisition and construction of works and facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture.

(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring, equipping or constructing property, buildings, Improvements and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose or such other purpose authorized by the Trust may:

- (a) Employ financial advisors to advise and assist the Trustees in the marketing of bonds, notes or other evidences of indebtedness or obligations and to present financial plans for the financing of the acquisition of construction of each project, and to recommend to or consult with the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project.
- (b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in the manner as the Trustees shall deem to be in the best interest of the Trust Estate; lend the proceeds of such bonds, notes or other evidences of indebtedness or obligations of the Trust to individuals, partnerships, associations, corporations and others, including agencies or authorities of the United States of America or of the State of Oklahoma, or of any municipality thereof and also including all municipal or other political subdivisions of the State of Oklahoma, as well as the Beneficiary hereof, pursuant to loan agreements, whether secured or unsecured, on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and grant, bargain, sell, convey, mortgage, pledge, assign and give security interests in the revenues, receipts and other payments receivable under the rights and privileges of the Trust pursuant to such loan agreements, to secure such bonds, notes or other evidences of indebtedness or obligations of the Trust.
- (c) Appoint and constitute attorneys, paying agencies, and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

(5) To enter into and execute, purchase, lease or otherwise acquire real and personal property, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash with bonds or other evidences of indebtedness or otherwise.

(6) To make and change investments, to convert real into personal property and vice versa, to lease, improve, exchange or sell at public or private sale, upon such terms as they deem proper, and to resell at any time and as often as they deem advisable; any or all of the property in the Trust, real and personal; to borrow money or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip buildings and facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others including the United States of America or the State of Oklahoma, and agencies or authorities of the United States of America or of the State of Oklahoma or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in this Trust Indenture, and to secure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property, buildings and facilities owned or otherwise acquired, leased or controled [sic] by the Trustees, and by rentals, income, receipts and profits therefrom or from any other revenue associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the property, buildings and facilities of the Trust; to discontinue furnishing of properties, buildings or facilities to any person, firm or corporation or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(8) To make and perform contracts of every kind including management contracts with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptance, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) The Trustees shall adopt a seal which may be affixed in like manner as corporate seals are affixed to documents.

(10) The Trustees shall file with the clerk of the Beneficiary a certified copy of the annual audit made of the funds, accounts and fiscal affairs of the Trust.

(11) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(12) To cause the whole title legal and equitable, to the properties of the Trust to be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary.

(13) The Trustees may contract for the furnishing of any services for the performance of any duties that they may deem necessary or proper and pay for the same as they see fit. To select depositories for the funds and securities of the Trust. To compromise any debts or claims of or against the Trust Estate and to adjust any dispute in relation to such debts or claims by arbitration or otherwise and to pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the interests of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend in their discretion any suit against the Trust or its Trustees or employees, agents or servants. They may compromise or settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorney fees. All such expenses and expenditures shall be treated as expenses of executing this Trust.

(14) The Trustees are empowered to execute and deliver evidences of indebtednesses with the provision that the security therefor shall be limited to only a certain portion of the assets, or a specific asset of the Trust Estate and shall not be a charge, claim, demand or lien against any other portion of the Trust without specific exclusion therefrom by such pledge or indenture so securing such evidence or evidences of indebtedness.

(15) No purchaser at any sale or lessee or sublessee under a lease or sublease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or sublease or to see to or be liable for the application of the purchase or rental monies arising therefrom.

ARTICLE VIII

THE BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the City of Bixby, Oklahoma. Trustor now declares that this Trust Indenture may be altered, amended, revised and/or modified with written consent of the Trustees and Beneficiary, which written consent shall be endorsed on any instrument of alteration, amendment, revision and/or modification; provided that no such alteration, amendment, revision or modification shall in any way impair the holder or holders of any bonds or other evidences of indebtedness of the Trust or party to whom the Trust is indebted without the written consent of any and all such holders and/or parties evidenced in the manner aforesaid.

(2) The Beneficiary shall have no legal title, claim or rights to the Trust Estate, its income or to any part hereof or to demand or to require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever to do or transact any business

for or on behalf of the Trustees or upon the Trust Estate, nor the right to direct the action of the Trustees except with regard to municipal powers dealing with zoning or permits. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder; and at the termination of the Trust as provided hereinafter, and then only, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF TRUST

- (1) This Trust shall terminate:
 - (a) When the purposes set forth in Article III of this instrument shall have been fully executed and fulfilled; or
 - (b) In the event of a happening of any event or circumstance that would prevent said purpose from being executed and fulfilled and all of the Trustees and the City Council of the City of Bixby, Oklahoma, shall agree that such event or circumstances have taken place; provided, however, that all indebtedness of the Trust shall have been paid; or
 - (c) In the manner provided by Title 60 §180, Oklahoma Statutes 1971; provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding funded indebtedness or obligations of the Trust unless all owners of such indebtedness or obligations, or one authorized by them so to do, shall have consented in writing to such termination.
- (2) Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of the Trust, and after payment of all debts and obligations out of Trust money, to the extent thereof, shall disburse the residue of the Trust money to the Beneficiary hereunder. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

MISCELLANEOUS AND ACCEPTANCE OF TRUST

- (1) There shall be filed in the office of the County Clerk of Tulsa County, notice as to where all records of the Trust shall be maintained and notice as to where Trustees [sic] meetings shall be held. The location of the records and place of meeting may from time to time be changed by filing notice thereof with the County Clerk.
- (2) The Trustees accept the Trust herein created and provided for and agree to carry out the provisions of the Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands executing this instrument in multiple originals, each of which is one and the same instrument as the others, on the day and year first above written.

s/ David L. Noss
David L. Noss, Trustor

s/ Brenda Liles
Trustee

s/ Eldon Horton
Trustee

s/ Jackie Joe Gary
Trustee

s/ Roy T. Brown, Jr
Trustee

s/ Joann Guinn
Trustee

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 7th day of December, 1981,
by David L. Noss, Trustor.

(SEAL)
My commission expires:

June 11, 1985.

s/ Robert Earl McCormack
Notary Public

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 7th day of December, 1981,
by Joann Guinn, Trustee.

(SEAL)
My commission expires:

June 11, 1985.

s/ Robert Earl McCormack
Notary Public

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 7th day of December, 1981,
by Eldon Horton, Trustee.

(SEAL)
My commission expires:

June 11, 1985.

s/ Robert Earl McCormack
Notary Public

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 7th day of December, 1981,
by Brenda Liles, Trustee.

(SEAL)
My commission expires:

s/ Robert Earl McCormack
Notary Public

June 11, 1985.

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 7th day of December, 1981,
by Roy T. Brown Jr., Trustee.

(SEAL)
My commission expires:

s/ Robert Earl McCormack
Notary Public

June 11, 1985.

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 7th day of December, 1981,
by Jackie Joe Gary, Trustee.

(SEAL)
My commission expires:

s/ Robert Earl McCormack
Notary Public

June 11, 1985.

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS, that the City Council of the City of Bixby, Oklahoma, a municipal corporation, hereby expressly accepts the beneficial interest in the Bixby Industrial Trust Authority created by and within and foregoing Trust Indenture for and on behalf of said beneficiary in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of the City of Bixby, Oklahoma, attested by the City Clerk of the City of Bixby, Oklahoma, pursuant to the direction of and resolution adopted by the council members of the City of Bixby, Oklahoma, this 7th day of December, 1981.

s/

John Spring

Mayor

ATTEST:

s/

Johnie Baker

City Clerk

(SEAL)

**SUPPLEMENT TO TRUST INDENTURE
OF
BIXBY INDUSTRIAL TRUST AUTHORITY**

WHEREAS, there exists in the City of Bixby, Oklahoma, the need to provide for the development of certain public projects and to expedite the acquisition, establishment and operation thereof by the Trustees of Bixby Industrial Trust Authority:

IT IS AGREED BY AND BETWEEN ALL OF THE TRUSTEES OF BIXBY INDUSTRIAL TRUST AUTHORITY AND THE CITY OF BIXBY, OKLAHOMA A MUNICIPAL CORPORATION, AS FOLLOWS:

I.

The undersigned Trustees of Bixby Industrial Trust Authority, a public trust, by and with the consent of the City of Bixby, Oklahoma, the beneficiary thereof, hereby contract, agree and covenant between themselves, with and to the State of Oklahoma and with and to the Beneficiary of said trust, pursuant to the terms of the Trust Indenture dated December 7, 1981, by which said Authority was created and this instrument, that they do declare that they will execute the trust created by the said Indenture, as supplemented by this instrument as and for the Beneficiary, and that they do and will hold, receive and administer the Trust Estate IN TRUST solely for the use and benefit of said Beneficiary in the manner provided in the said Trust Indenture, as hereby supplemented.

In pursuance of the foregoing, each and every of the provisions of the aforesaid Trust Indenture excepting only as hereinafter set forth, hereby are re-contracted, re-covenanted, and re-declared to be effective from and after endorsement hereon of acceptance of beneficial interest for the Beneficiary by the governing body thereof, and thereafter of Article III of said Trust Indenture shall be amended by adding thereto at the end thereof the following:

"(14) To promote the development of safe, sanitary, and decent residential housing within and in reasonable proximity to the Beneficiary whether single family dwellings or multi-family dwellings, by making or committing to make or participating in the making of loans to sponsors of residential housing; by making or committing to make or participating in the making of loans to persons or entities upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve residential housing and such additional terms and conditions as may be set by the Authority; and by participating in all governmental programs relating to residential housing and housing projects;

"(15) For the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the school district and/or districts included in whole or in part, within and in reasonable proximity [to] the Beneficiary, and/or any agency or instrumentality or either or any of them, or to any one or more of them, facilities and/or service of any and/or all kinds necessary or convenient for the function thereof."

Dated this 15th day of November, 1982.

Trustees

s/ Rayford H. Smith, Jr.

s/ Joann Guinn

s/ Jackie Joe Gary

s/ Eldon Horton

CITY OF BIXBY, STATE OF OKLAHOMA

By s/ John Spring
Mayor

ATTEST: (SEAL)

s/ Vickie R. Brown, Deputy Clerk
City Clerk

CERTIFICATE

I, the undersigned City Clerk of the City of Bixby, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the Supplement to the Trust Indenture of Bixby Industrial Trust Authority, a public trust, dated the 15th day of November, 1982.

s/ Vickie R. Brown, Deputy Clerk
City Clerk, City of Bixby, Oklahoma

(Seal)

ACCEPTANCE OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Resolution of the Council of the City of Bixby, Oklahoma, the governing body of said City hereby accepts for said City beneficial interest in the trust created by the Trust Indenture of The Bixby Industrial Trust Authority, dated March 24, 1981, as supplemented by the Supplement to said Trust Indenture, as set forth in the foregoing, in all respects in accordance with the terms of said instruments.

IN WITNESS WHEREOF the Mayor of the City of Bixby, as authorized and directed by the aforesaid Resolution, has executed this Acceptance of Beneficial Interest for said governing body of said City, as an official action thereof, this 15th day of November, 1982.

CITY OF BIXBY, STATE OF OKLAHOMA

By s/ John Spring
Mayor

ATTEST:

s/ Vickie Brown, Deputy Clerk
City Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF TULSA, SS:

On this 15th day of November, 1982, before me, the undersigned Notary Public in and for said County and State, personally appeared John Spring to me known to be the identical persons [sic] who executed the within and foregoing instrument, and acknowledged to me that they [sic] executed the same as their [sic] free and voluntary act and deed, for the uses and purposes therein set forth.

(SEAL)

My commission expires:

December 29, 1982.

s/

Mary Sandra Cox

Notary Public

CONFLICTS OF INTEREST

**Summary of Conflicts of Interest Laws
City Council Code of Ethics**

CONFLICTS OF INTEREST SUMMARY CONSTITUTION, STATUTES AND CHARTER

One of the more dangerous and sensitive subjects involving Council Members is the question of conflict of interest. The topic is especially troublesome because of the penalties involved, if there is a conflict with a Council Member and some action being taken by the City, is severe (primarily involving the Council Member). In general, the conflict of interest laws fall into four categories, as follows:

- A. There is a constitutional conflict of interest provision found in the Oklahoma Constitution at Article 10, Section 11. This constitutional prohibition is plain and unconditional. No city official may receive, directly or indirectly, any interest, profit, or perquisite that arises from the use of public funds in his hands. A conflict of interest exists when a city official has any interest that arises from the use of city funds by a private entity even if the city official does not have a proprietary interest in the private entity, and even if the city official's compensation is not paid out of any funds received by the private entity from the city. There are criminal penalties for violating this constitutional provision. It is a felony with punishment including disqualification from office. Significantly, if a conflict of interest exists, it cannot be avoided by a Council Member's recusal or by any other means.
- B. There is a general statutory prohibition that precludes any city officer, employee, or family member of any officer or employee from doing any business of any type with the City. The violation of the statute is a misdemeanor, the contract or agreement entered into is void as a matter of law, and any member voting to approve the contract is personally liable for the amount of the transaction.
- C. There are a series of statutes dealing with public trust that preclude the public trust from contracting with trust members or their families; again, if that conduct occurs, the trustee is removed as a matter of law and the contract is void. Further, the public trust statutes preclude bidding in certain instances by family members and again results in any contract approved, even after the bid, being void and the member who has a conflict being guilty of a felony. Moreover, willful violations result in removal of the trustee.
- D. There are public finance statutes that provide that no contract with a Board Member or in which a member "directly or indirectly is interested" will be valid. The contract is treated as void. The purpose of the statute is to provide an additional safeguard concerning the expenditure of monies by public bodies in which individual Board Members are receiving some interest.
- E. In addition to the above three conflict of interest statutes, there are also criminal statutes that provide that it is unlawful for any Council Member to sell materials, supplies or other goods to the City. Any such contract is also void. All members voting yes are personally liable for the amount of the purchase; fines and criminal penalties are provided for.
- F. Our City Charter also prohibits transactions with between the City and Council Members, or the City Manager. Conviction of any violation of this Charter provision will result in

forfeiture of office and can render the contract void by action of the city manager or the city council.

- G. Lastly, if you serve on the Board of Directors of a company doing business with the City, a conflict exists that will require you to excuse yourself from the discussion and voting on those business dealings.

As you can tell from the above constitutional and statutory enactment, the best approach in dealing with possible conflicts is to act with caution. The very basic summary of the rule is that the City cannot contract with any Council Member or family of any Council Member; this rule applies even if the Council Member involved abstains and does not participate in the agreement.

The most likely situation we usually have is one in which there is not a direct conflict but some appearance of a conflict because of other business dealings or family members. In those instances, the potential conflict should be disclosed, the potential conflict investigated, and a decision made as to whether the potential conflict is a real conflict.

1. OKLAHOMA'S CONSTITUTIONAL CONFLICT OF INTEREST PROHIBITION

The following provision in Oklahoma's Constitution makes it a criminal offense for a Council Member to benefit the use of public funds under their control:

Oklahoma Constitution Article 10

§ 11. Officer Receiving Interest, Profit or Perquisites

The receiving, directly or indirectly, by any officer of the State, or of any county, city, or town, or member or officer of the Legislature, of any interest, profit, or perquisites, arising from the use or loan of public funds in his hands, or moneys to be raised through his agency for State, city, town, district, or county purposes shall be deemed a felony. Said offense shall be punished as may be prescribed by law, a part of which punishment shall be disqualification to hold office.

2. COUNCIL MEMBERS PROHIBITION FROM DOING BUSINESS WITH THE CITY

The following statute prohibits council-members from doing business with the City:

Title 11 Oklahoma Statutes

§8-113 - Prohibited Conduct

A. Except as otherwise provided by this section, no municipal officer or employee, or any business in which the officer, employee, or spouse of the officer or employee has a proprietary interest, shall engage in:

1. Selling, buying, or leasing property, real or personal, to or from the municipality;
2. Contracting with the municipality; or

3. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

B. The provisions of this section shall not apply to any officer or employee of any municipality of this state with a population of not more than five thousand (5,000) according to the latest Federal Decennial Census, who has a proprietary interest in a business which is the only business of that type within five (5) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for any single activity and shall not exceed Fifteen Thousand Dollars (\$15,000.00) for all activities in any calendar year. Provided, however, such activity may exceed Fifteen Thousand Dollars (\$15,000.00) per year if the municipality purchases items therefrom that are regularly sold to the general public in the normal course of business and the price charged to the municipality by the business does not exceed the price charged to the general public.

C. Provisions of this section shall not apply where competitive bids were obtained consistent with municipal ordinance or state law and two or more bids were submitted for the materials, supplies, or services to be procured by the municipality regardless of the population restrictions of subsection B of this section, provided the notice of bids was made public and open to all potential bidders.

D. All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained in the main office of the awarding municipality for a period of five (5) years from the date of opening of bids or for a period of three (3) years from the date of completion of the contract, whichever is longer, shall be open to public inspection and shall be matters of public record.

E. For purposes of this section, "employee" means any person who is employed by a municipality more than ten (10) hours in a week for more than thirteen (13) consecutive weeks and who enters into, recommends or participates in the decision to enter into any transaction described in subsection A of this section. Any person who receives wages, reimbursement for expenses, or emoluments of any kind from a municipality, any spouse of the person, or any business in which the person or spouse has a proprietary interest shall not buy or otherwise become interested in the transfer of any surplus property of a municipality or a public trust of which the municipality is beneficiary unless the surplus property is offered for sale to the public after notice of the sale is published.

F. For purposes of this section, "proprietary interest" means ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest but shall not include any interest held by a blind trust.

G. Any person convicted of violating the provisions of this section shall be guilty of a misdemeanor. Any transaction entered into in violation of the provisions of this section

is void. Any member of a governing body who approves any transaction in violation of the provisions of this section shall be held personally liable for the amount of the transaction.

H. Notwithstanding the provisions of this section, any officer, director or employee of a financial institution may serve on a board of a public body. Provided, the member shall abstain from voting on any matter relating to a transaction between or involving the financial institution in which they are associated and the public body in which they serve.

3. PUBLIC TRUST CONFLICTS STATUTE

The following statute applies to public trusts and limits the activity of trustees of those trusts:

Title 60 Oklahoma Statutes

§178.8 - Conflict of Interest - Transactions Exempt

A. Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes;
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted

transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

B. The provisions of this section shall be inapplicable to any public trust created and existing prior to July 1, 1988, if all bonds issued by such public trust are required to be issued under and pursuant to a single bond indenture by amendment or supplement thereto and if the instrument or will creating such public trust and the bond indenture under which such trust must issue all bonds shall have been held to be valid and binding agreements in an opinion of the Supreme Court of the State of Oklahoma; and nothing in this section shall impair or be deemed to impair the trust indenture, the bond indenture, or existing or future obligations of such public trust.

4. PUBLIC COMPETITIVE BIDDING ACT PROHIBITION FOR BIDDING

The following statute applies to contracts entered into pursuant to the Oklahoma Public Competitive Bidding Act:

**Title 61 Oklahoma Statutes
§114 - Conflict of Interest**

The chief administrative officer and members of the governing body of the awarding public agency authorizing or awarding or supervising the execution of a public construction contract, and their relatives within the third degree of consanguinity or affinity, are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Contracts entered into in violation of this section shall be void. Persons willfully violating this section shall be guilty of a felony and shall be subject to removal from office.

5. PUBLIC FINANCE STATUTES-CONTRACTS WITH MEMBERS PROHIBITED

The following statute applies to contracts entered into by any city:

**Title 62 Oklahoma Statutes
§371 - Contract with Members - Making of Contract**

A. Except as otherwise provided in this section, no board of county commissioners, nor city council, nor board of trustees of any town, nor any district board of any school district in this state, nor any board of any local subdivision of this state shall make any contract with any of its members, or in which any of its members shall be directly or indirectly interested. All contracts made in violation of this section shall be wholly void.

However, for the purposes of this section, the following shall not be considered the making of a contract:

1. The depositing of any funds in a bank or other depository;
2. Any contract with a qualified nonprofit Internal Revenue Code Section 501(c)(3) organization, except for contracts paying salaries or expenses or except a contract entered into by a school district involving the counseling or instruction of students or staff;
3. Monthly billings submitted to any county or local subdivision of the state for public utility companies, electric cooperatives or telephone companies, whose services are regulated by the Oklahoma Corporation Commission, or billings of the utility companies, electric cooperatives or telephone companies pertaining to installations or changes in service, where tariffs for the charges or billings by the companies are on file with the Oklahoma Corporation Commission.

In addition, the governing board of a technology center school district may enter into a contract for the technology center school district to provide training for a company, individual, or business concern by which a member of the board is employed. A board member shall abstain from voting on any such contract between the technology center school district board and the company, individual, or business concern by which the member is employed.

B. The provisions of this section shall not apply to:

1. Those municipal officers who are subject to Section 8-113 of Title 11 of the Oklahoma Statutes; or
2. A member of any board of education of a school district or a director or member of any rural water, sewer, gas and solid waste management district organized pursuant to Section 1324.1 et seq. of Title 82 of the Oklahoma Statutes in this state which does not include any part of a municipality with a population greater than two thousand five hundred (2,500) according to the latest Federal Decennial Census when the board member is the only person who owns or operates a business which is the only business of that type within ten (10) miles of the corporate limits of the municipality.

However, any activities permitted by this subsection shall not exceed Five Hundred Dollars (\$500.00) for any single activity and shall not exceed Ten Thousand Dollars (\$10,000.00) for all activities in any calendar year.

C. The provisions of this section shall not apply to conservation district board members participating in programs authorized by Section 3-2-106 of Title 27A of the Oklahoma Statutes.

D. Notwithstanding the provisions of this section, any officer, director or employee of a financial institution may serve on a board of a public body. Provided, the member shall abstain from voting on any matter relating to a transaction between or involving the financial institution in which the member is associated and the public body in which the member serves.

E. The provisions of this section shall not apply to any board of county commissioners purchasing motor fuel for exclusive use by the county from a cooperative agricultural association in which a member of the board of county commissioners has a financial or proprietary interest. The county commissioner having a financial or proprietary interest in the cooperative agricultural association shall abstain from voting on any such purchase or contract between the county and the cooperative agricultural association. Except as provided in this subsection, the purchasing procedures required by law for counties and county officers shall not otherwise be modified.

F. A member of a board of county commissioners, city council, board of trustees of any town, district board of any school district in this state, or of any board of any local subdivision of this state shall not be considered to be directly or indirectly interested in any contract with a person or entity that employs such member or the spouse of the member, if the member or the spouse of the member has an interest in the employing entity of five percent (5%) or less.

6. CRIMINAL STATUTES

Title 21 Oklahoma Statutes

Section 341 - Embezzlement of State Property - Penalty

Every public officer of the state or any county, city, town, or member or officer of the Legislature, and every deputy or clerk of any such officer and every other person receiving any money or other thing of value on behalf of or for account of this state or any department of the government of this state or any bureau or fund created by law and in which this state or the people thereof, are directly or indirectly interested, who either:

First: Receives, directly or indirectly, any interest, profit or perquisites, arising from the use or loan of public funds in the officer's or person's hands or money to be raised through an agency for state, city, town, district, or county purposes; or

Second: Knowingly keeps any false account, or makes any false entry or erasure in any account of or relating to any moneys so received by him, on behalf of the state, city, town, district or county, or the people thereof, or in which they are interested; or

Third: Fraudulently alters, falsifies, cancels, destroys or obliterates any such account, shall, upon conviction, thereof, be deemed guilty of a felony and shall be punished by a fine of not to exceed Five Hundred Dollars (\$500.00), and by imprisonment in the State Penitentiary for a term of not less than one (1) year nor more than twenty (20) years and, in addition thereto, the person shall be disqualified to hold office in this state, and the court shall issue an order of such forfeiture, and should appeal be taken from the judgment of the court, the defendant may, in the discretion of the court, stand suspended from such office until such cause is finally determined.

Title 21 Oklahoma Statutes

§344 - Personal Interest of Official in Transaction-Penalty

A. Except as otherwise provided in this section, every public officer, being authorized to sell or lease any property, or make any contract in his or her official capacity, who voluntarily becomes interested individually in such sale, lease or contract, directly or indirectly, is guilty of a misdemeanor.

B. The provisions of this section shall not apply to:

1. Municipal officers who are subject to the provisions of Section 8-113 of Title 11 of the Oklahoma Statutes; and

2. Conservation district board members participating in programs authorized by Section 3-2-106 of Title 27A of the Oklahoma Statutes.

Title 21 Oklahoma Statutes

Section 353 - Purchase of Bonds or Warrants by Interested Officer Unlawful

A. It shall be unlawful for any public officer or deputy or employee of such officer to either directly or indirectly, buy, barter for, or otherwise engage in any manner in the purchase of any bonds, warrants or any other evidence of indebtedness against this state, any subdivision thereof, or municipality therein, of which he is an officer.

B. The provisions of this section shall not apply to those municipal officers and employees who are subject to Section 8-113 of Title 11 of the Oklahoma Statutes.

Title 21 Oklahoma Statutes

§355 - Furnishing Public Supplies for Consideration-Exceptions

A. It shall be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, board of education of any city or school district, to furnish, for a consideration any material or supplies for the use of the county, city, town, township, or school district.

B. The provisions of this section shall not apply to those municipal officers who are subject to Section 8-113 of Title 11 of the Oklahoma Statutes or to a member of any board of education of a school district in this state which does not include any part of a municipality with a population greater than two thousand five hundred (2,500) according to the latest Federal Decennial Census when the board member is the only person who furnishes the material or supplies within ten (10) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Five Hundred Dollars (\$500.00) for any single activity and shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for all activities in any calendar year.

C. It shall not be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, or board of education of any school district to vote to purchase materials or supplies from a business that employs a member of the governing body or employs the spouse of a member if the member or the spouse of a member has an interest in the business of five percent (5%) or less.

Title 21 Oklahoma Statutes

Section 356 - Violation of §355 Renders Contracts Void - Personal Liability

Any contract or purchase made in violation of the first preceding section shall be void, and no appropriation of public funds shall be made to pay the amount of same; but the members of the body voting for such contract or purchase shall be held personally liable for the amount thereof.

Title 21 Oklahoma Statutes

Section 357 - Punishment for Violation

Any member of any public body, such as is specified in Section 355 of this title, who shall be a party to any such contract or purchase therein declared unlawful, or who shall receive any money, warrant, certificate, or other consideration thereunder, or who shall vote for or assent to any such contract or purchase, shall be guilty of a felony punishable by a fine of not less than Fifty Dollars (\$50.00), and imprisonment in the county jail not less than thirty (30) days, or by a fine of not more than Five Hundred Dollars (\$500.00), with imprisonment in the State Penitentiary not exceeding five (5) years.

7. CITY CHARTER CONFLICT OF INTEREST PROHIBITION

The following provision applies to transactions with between the City and Council Members or the City Manager:

Charter of the City of Bixby

Article 8 Officers and Employees Generally

Section 8.10 Conflict of Interests

(a) Neither the mayor, any other councilmember, nor the city manager shall sell or barter anything to the city or to a contractor to be supplied to the city; or make any contract with the city; or purchase anything from the city other than those things which the city offers generally to the public (as for example, utility services), and then only on the same terms as are offered to the public. Any such officer violating this section, upon conviction thereof, shall thereby forfeit his office. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the city, shall render the contract voidable by the city manager or the council. This subsection shall not apply in cases in which the city acquires property by condemnation.

(b) The council by ordinance or personnel rules, and in accordance with state statutes, shall further regulate conflict of interests and ethics of officers and employees of the city.

CITY COUNCIL HANDBOOK

BIXBY CITY COUNCIL CODE OF ETHICS

The Three R's of Bixby Government Leadership: Roles, Responsibilities and Respect

Oklahoma State Statutes, City Charter and City Ordinances provide detailed information on the roles and responsibilities of Council members, the Vice Mayor, and the Mayor. This code is intended as a policy statement for the Council to help ensure fair, ethical and accountable local government.

This Code of Ethics is designed to describe the manner in which Council members should treat one another, constituents, city staff, and others that they may come into contact with while representing the City of Bixby. This policy defines more clearly the behavior, manners and courtesies that are suitable for various occasions. The intent of this Code is to make public meetings and the process of governance run smoothly.

The constant and consistent theme through all of these conduct guidelines is "respect". Council members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual, through words and actions, is the touchstone that can help guide Council members to do the right thing in even the most difficult situations.

There are specific rules adopted by Council which are supplemental to this Code and are included as a part of the City Council Handbook.

ROLES & RESPONSIBILITIES

Council members shall respect and adhere to the council-manager structure of Bixby's city government as outlined by the Charter of the City of Bixby. In this form of government, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Well run, high performing organizations whether private or public, rely on a chain of command to establish order, avoid confusion, affix responsibility and create accountability. In the council manager form of government, the individual responsible for running the city is the city manager. For that reason, Council

members seeking to interact with the executive branch or any City personnel other than the City Attorney are to do so through the City Manager. Except as otherwise provided by law, Council members should not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

Council meetings are business meetings of the City, to be conducted by and for the public's elected representatives. Council rules have been adopted to specifically accommodate public input on agenda items placed before the Council, in accordance with the Oklahoma Open Meeting Act.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in our government.
- Provide contact information to the City Manager, in case an emergency or urgent situation arises.
- Demonstrate honesty and integrity in every action and statement.
- Disclose conflicts of interest and then abstain from voting on any related measures before the Council.
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Ethics.

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Oklahoma State Statutes, Bixby's Charter and Code of Ordinances and the Municipal Handbook from the Oklahoma Municipal League.

MAYOR

- Elected by the Bixby City Council each year.
- Acts as the official head of the City for all ceremonial purposes and military law.
- Working with the City Manager, approves City Council agendas.

- ☉ Chairs Council meetings.
- ☉ Calls for special meetings.
- ☉ In addition to the City Manager, recognized as spokesperson for the City.
- ☉ Serves as Council's representative on local, regional, state and national organizations of which the City of Bixby is a member.
- ☉ Selects substitute for City representation when Mayor cannot attend.
- ☉ Makes judgment calls on requests for issuance of proclamations.
- ☉ Recommends creation of committees, as appropriate, for Council approval.
- ☉ Makes appointments to Council committees.
- ☉ Leads the Council into serving as an effective, cohesive working team.
- ☉ Signs documents on behalf of the City as the Council may require.

VICE MAYOR

- ☉ Elected by the Bixby City Council each year.
- ☉ Performs the duties of the Mayor if the Mayor is absent or disabled.
- ☉ Chairs Council meetings at the request of the Mayor.
- ☉ Represents the City at ceremonial functions at the request of the Mayor.
- ☉ Recognized as spokesperson for the City when requested by the Mayor, in addition to the City Manager.

COUNCIL MEMBERS

- ☉ All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes.
- ☉ No Council member has more power than any other Council member, and all should be treated with equal respect.

MEETING CHAIR

The Mayor will chair official meetings of the City Council, unless the Vice Mayor or another Council member is designated as Chair of a specific meeting.

The Chair shall:

- ☉ Maintain order, decorum, and the fair and equitable treatment of all speakers.
- ☉ Keep discussion and questions focused on specific agenda items under consideration.
- ☉ Make parliamentary rulings with advice, if requested, from the City Attorney, who shall act as an advisory parliamentarian.

POLICIES & PROTOCOL RELATED TO CONDUCT

Council members are encouraged at all times, through their conduct and written and verbal comments, to be mindful of the positive image our community has earned within the region, and strive to maintain its reputation as a safe and friendly community, welcoming to businesses and people of diverse cultures, races, ethnicities, and backgrounds, which values education, individual liberties and personal responsibilities, building on its rich history to ensure a healthy future and achieve a strong sense of community for all of our citizens to enjoy.

IN OFFICIAL SETTINGS

Practice Civility and Decorum.

Council members shall refrain from abusive conduct including but not limited to belligerent, impertinent, slanderous, threatening or disparaging comments. Council members shall refrain from personal charges or verbal attacks upon the character, motives, ethics or morals of other members of the Council, staff or public, or other personal comments not germane to the issues before the Council.

Honor the Role of the Chair in Maintaining Order.

It is the responsibility of the Chair to keep the comments of Council members on track during public meetings. Council members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

IN UNOFFICIAL SETTINGS

Council members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Bixby.

Make no promises on behalf of the Council.

Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise

Council action, or to promise City staff will do something specific (repair a street, solve a drainage problem, install street signs, etc.).

Make no personal comments about other Council members.

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Perform duties with integrity and accuracy.

No member of the City Council shall under any circumstances make a statement for any purpose that is known by the member to be inaccurate or intended to be misleading.

The Council's Relationship with the City Attorney

In general terms, the City Attorney takes direction from a majority of the City Council. The City Attorney cannot take any action requested by an individual Council member contrary to the desires of the City, as expressed by Council majority. However, given the nature of legislative entities, which may often be split with a consistent "majority" and "minority," the City Attorney must provide balanced legal advice to all sides. Ultimately, rules of professional conduct recognize that a city may be embodied in various constituent parts, *i.e.*, the municipal corporate entity (the people), as well as its officers (Council members, members of boards and commissions, etc.) and City employees, acting within the scope of their employment.

Advice may only be given to an individual in his or her capacity as an officer or employee of the City. Such advice is subject to disclosure to the City Council. For example, if a City Council member has a conflict of interest that could result in the invalidation of a Council decision, the City Attorney must advise the Council of the consequences of the conflict if the Council member fails to disclose the conflict.

Before individual Council member's requests of the City Attorney for information or research which, in the judgment of the City Attorney, will require more than one hour's worth of time to fulfill will be undertaken, the City Attorney will ask the Council member to request that the work item be placed on an upcoming Council agenda, authorizing and/or directing the City Attorney to perform the requested research and report the results back to the entire Council.

Acting solely as a body by majority vote, the Council appoints the City Attorney, conducts annual performance reviews, and may discipline or remove the City Attorney, all in accordance with the Council's employment agreement with the City Attorney. The City Attorney is the chief legal advisor to the City Council and City Manager, provides them with written opinions upon request and represents the City in all litigation for and against the City, including the prosecution of ordinance violations.

Council's Relationship with the City Manager

The City Manager is the Chief Executive Officer of the executive branch of our City government and, as such, is solely responsible for providing direction to and supervision of all City employees except the City Attorney. In general terms, the City Manager takes direction from a majority of the City Council. The City Manager cannot take any action requested by an individual Council member contrary to the desires of the City as expressed by Council majority. However, given the nature of legislative entities, which may often be split with a consistent "majority" and "minority," the City Manager must provide balanced advice to all sides.

Acting solely as a body by majority vote, the Council appoints the City Manager, provides Council goals, guidance, and direction to the Manager, conducts annual performance reviews of the Manager, and may discipline and/or remove the Manager, all in accordance with the Council's employment agreement with the Manager. Council members are to work through the City Manager to request information or obtain assistance from the city staff.

Working with the Mayor, the City Manager approves the agenda for City Council meetings. The City Manager serves as the spokesperson for the City, as Public Information Officer, and, in consultation with the City Attorney, oversees completion of open records requests for information.

The City Manager is also responsible for producing for Council consideration and approval a balanced budget for the forthcoming fiscal year, and for administering the Council-approved budget thereafter.

Finally, the City Manager serves as the City's representative on local, state, regional, and national organizations of which the City of Bixby is a member.

Council Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff is not acceptable.

Limit contact with specific City staff.

Questions of City staff and/or requests for information should be directed only to the City Manager. This is best done via e-mail, to both create a record and facilitate efficient handling of the request. The City Manager, at the Manager's discretion, may in turn request that a staff member respond directly to a question posed by a Council member, and provide the City Manager with a courtesy copy or verbal briefing on the response provided the Council member.

Requests for follow-up information or additional direction to staff should be made only through the City Manager. Again, e-mail is the most effective and efficient means for making such requests. When in doubt about what staff contact is appropriate, Council members should first ask the City Manager for direction.

Except in circumstances which, in the judgment of the City Manager, deal with issues of the narrowest interest, (e.g., a complaint reported by a Council member regarding a pothole in their ward), materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.

Questions regarding Council agenda packet information.

Staff members wish to provide Council with the best service possible, at all times, and none like to be "put on the spot" or appear unprepared in a televised Council meeting. Thus, a little professional courtesy shown by Council members who know they'll have a particular question at an upcoming meeting will go a long way in making for a smooth meeting and helping maintain positive staff morale. Whenever possible, Council members wishing to ask questions regarding Council agenda packet information, are encouraged to contact the City Manager in advance of the next Council meeting to provide staff members with notice and sufficient research

time to enable them fully answer the Council members' questions at that meeting. E-mail is the best means for communicating such information needs.

Never publicly criticize an individual employee.

Council should never express concerns about the poor performance of a City employee in public, to the employee directly, or to the employee's Department Head. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

Do not get involved in daily administrative functions, except those involving committees established by the Council, those involving Council agenda items in which the City Manager, or the Manager's designee, is presenting the item to Council for consideration, or those where the City Manager has requested your advice.

Council members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits, except to the extent those items involve Council agenda items or items presented to City Council committees.

Check with City Manager on correspondence before taking action.

Before sending correspondence, Council members should check with the City Manager to see if an official City response has already been sent or is in progress.

Limit requests for staff support.

The City of Bixby operates with a relatively limited number of staff members, each of whom are in some manner responsible for administering city policies adopted by Council and/or performing duties assigned by the City Manager and their Department Head. For that reason, only a very limited amount of routine secretarial or other support will be provided to all Council members.

All mail for Council members is opened by, or at the direction of, the City Manager, unless other arrangements are requested by a Council member. Absent other arrangements, mail addressed to the Mayor will routinely first be reviewed by the City Manager who will note suggested action and/or follow-up items. Requests for additional staff support, even in high priority or emergency situations, should be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

Before individual Council member's requests of staff for information or research, which, in the judgment of the City Manager, will require more than one hour's worth of staff time to carry out will be undertaken, the City Manager will ask the Council member to request that the work item be placed on an upcoming Council agenda, authorizing and/or directing staff to perform the requested research and report results back to the entire Council.

Correspondence Signatures.

City staff will assist, through the City Manager, in consultation with the City Attorney, in the preparation of any official correspondence needed by the Council. All council members should be aware that all correspondence generated by them in their official capacity will likely be subject to the Open Records Act and, therefore, will become a public record subject to inspection by any member of the public.

Ceremonial Events.

Requests for a City representative at ceremonial events will be coordinated by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Council member should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Council members at their homes are presumed to be for unofficial, personal consideration.

Compliance with restrictions on employee political activity.

City employees are entitled to their personal opinion on any election issue or candidate's campaign. They are free to speak, support or contribute to any cause as a private citizen as long as there is no representation of endorsement by the City of Bixby. Moreover, City employees may actively participate in partisan and nonpartisan political activities, provided the political activity in which the employee participates shall be exercised only during off-duty hours and while not in uniform. Under these parameters, employees of the City of Bixby may engage in political activities as follows:

Permitted Activities:

- ☉ May register and vote as they choose.
- ☉ May privately express their opinions about candidates and issues while off duty and not on City property.

- ☉ May contribute money to political organizations or campaigns.
- ☉ May attend political fundraising functions.
- ☉ May attend and be active at political rallies and meetings.

Prohibited Activities:

- ☉ May not use their official authority or influence to interfere with any election.
- ☉ May not knowingly solicit or discourage the political activity of any person who has business with the government of the City of Bixby.
- ☉ May not engage in political activity while on duty or while wearing a uniform or clothing identifying them or associating them with the City of Bixby.
- ☉ May not engage in political activity on any City property or in any City building.
- ☉ May not engage in political activity while using a City vehicle.
- ☉ May not park any private vehicle on City property which bears any candidate's or election issue's campaign sign, emblem or bumper sticker.
- ☉ May not wear political buttons or emblems while on duty or when in uniform off duty, on any City property or in any City building or vehicle.

Council Conduct with City of Bixby Boards and Commissions

The City has established certain Boards and Commissions as a means of gathering more community input. Citizens who serve on such Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a City of Bixby Board or Commission meeting, be careful to only express personal opinions.

Council members may attend any City of Bixby Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Council member at a City of Bixby Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

Limit contact with City of Bixby Board and Commission members to questions of clarification.

It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council members to contact City of Bixby Board or Commission members in order to clarify a position taken by the Board or Commission.

Remember that Boards and Commissions serve the community.

The City Council appoints individuals to serve on City of Bixby Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. Board and Commission members do not report to individual Council members, nor should Council members feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and reappointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

Be respectful of diverse opinions.

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council members may have a closer working relationship with some individuals serving on Boards and Commissions than they have with others, but must be fair and respectful of all citizens serving on Boards and Commissions.

Keep political support away from public forums.

Board and Commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely, Council members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Council member.

Inappropriate behavior can lead to removal.

Inappropriate behavior by a Board or Commission member should be noted to the Mayor and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the Board or Commission.

Council Conduct with Other Public Agencies

Communicate and Coordinate With City Staff.

City staff are at any given time in a variety of stages of communications with other public agencies, as they seek to administer the policies adopted by the Council and advance our community's well-being. These communications may have a long and storied history, and may involve highly complex, technical, and/or sensitive legal or fiscal matters, the outcome of which can have far-reaching and potentially adverse consequences for the City if not properly coordinated and presented. For these reasons, only the Mayor, or the Mayor's designated Council representative, and the City Manager or the Manager's designee, shall approach other governmental entities on behalf of the City and its interests. It is inappropriate for any Council member appearing before another governmental agency, unless requested to do so by the Mayor, to present themselves in any way as a representative of the City, so as to avoid any impression they are speaking for the City.

Be clear about representing the City or personal interests.

If a Council member appears before another governmental agency or organization to give a statement on an issue, the Council member must clearly state: (1) if their statement reflects personal opinion or is the official stance of the City; (2) whether this is the majority or minority opinion of the Council. If the Council member is representing the City, the Council member must support and advocate the official City position on an issue, not a personal viewpoint.

If the Council member is representing another organization whose position is different from the City, the Council member should abstain from voting on the issue for that other organization if it significantly impacts or is detrimental to the City's interest. Council members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Correspondence also should be equally clear about representation.

City letterhead may be used when the Council member is representing the City and the City's official position. A copy of official correspondence should be given to the City Manager for filing as part of the permanent public record.

Council Conduct with the Media

Council members are frequently contacted by the media for background and quotes.

The best advice for dealing with the media is to never go "off the record."

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

The Mayor is the official spokesperson for the City's position.

In addition to the City Manager, the Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Council member is contacted by the media, the Council member should be clear about whether their comments represent the official City position or a personal viewpoint.

Choose words carefully and cautiously.

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Use of City facilities, employees and other City resources.

Council members initiating or responding to media interviews shall not use City facilities, employees, or other resources without the prior authorization of the City Manager.

USE OF OTHER CITY RESOURCES

Council Access and Use of Public Facilities and Equipment

The City Council acknowledges that the powers bestowed on Council by charter and by state law are granted to the Council as a whole, and not to individual council members. As such, the powers granted to Council are only exercised in public meetings in compliance with the Oklahoma Open Meeting Act.

Access to City facilities.

Individual Council members, including the Mayor, do not have any greater access to public facilities, work sites, emergency scenes, or city owned property and equipment than the public at large. As such, they shall not be provided keys or access codes to City buildings or facilities. Likewise, Council members do not have unfettered access to City staff and facilities. Those seeking to interact with City staff

should access them through the same means as any member of the public, after first consulting the City Manager.

Collecting Council mail.

Council members seeking to collect any mail addressed to them c/o City Hall should present themselves to the City's receptionist during normal city operating hours, whereupon the receptionist will retrieve their mail and present it to the requesting Council member. Otherwise, the City Manager will provide each Council member with their mail at the next Council meeting.

Council offices not provided.

Neither the Council nor Mayor are provided offices at City Hall or any other city facility, and should direct any request for assistance with official duties (clerical, mailing, travel arrangements, etc.) through the City Manager's office and not through any other department or employee. No City Council member, or Mayor, shall have the ability to create a work station or work location at City Hall. In those instances in which Council members are meeting with staff, either individually or as a group, the City Manager shall coordinate making facilities available as appropriate.

Use of City equipment.

The use of any City equipment, even if authorized and provided through the City Manager's office, shall be in accordance with the policies of the City and not for personal use.

City e-mail accounts to be used for City business.

The City Council members are provided City e-mail accounts for city business. In order to comply with legal requirements for the preservation of public records and to ensure that there is compliance with the City's computer usage policies, all Council members should conduct City business through their City e-mail account only, with the failure to do so subject not only to the sanctions outlined herein, but also the risk of other individual legal liability for violation of the Oklahoma Open Records Act.

Travel Expenses.

All Council travel, in which the Council member is expected to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in accordance with the City's travel and expense reimbursement practices, provided that such travel reimbursements are arranged for in advance with the City Manager.

City Photocopiers, Stationary, Postage, etc.

City photocopiers, stationary, postage and other supplies are to be used for public purposes only, and not for personal or private use of City Council members. Council members do not have access to City vehicles or to City fuel pumps for fueling of their personal vehicles.

SANCTIONS

Public Disruption.

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

Inappropriate Staff Behavior.

Council members should refer to the City Manager any City staff member who does not follow proper conduct in their dealings with Council members, other City staff, or the public. These employees may be disciplined by the City Manager or other department director, in accordance with standard City procedures for such actions.

Council Members Behavior and Conduct.

A Council member who does not follow proper conduct, as contained in this Code of Ethics or the City Council Handbook, may be sanctioned by the Council as provided below.

A Council member should point out to the offending individual a violation of the Code of Ethics or the City Council Handbook. If the violation occurs again, the matter should be referred to the Mayor in private. (If the Mayor is the individual whose actions are being challenged, the matter should be referred to the Vice Mayor.)

It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Council member's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), an alleged violation can be placed on a council meeting agenda by any Council member.

If violation of the Code of Ethics or the City Council Handbook is alleged to have occurred outside of behaviors observed by the Mayor or another Council member, the City Manager and/or the City Attorney should be directed to investigate the allegation and report the findings to the City Council. The City Manager and/or the

City Attorney may employ the assistance of an appropriate investigator. If, after a report is received, the City Council finds a violation has occurred, the Council shall take appropriate action. Council action can include, but is not limited to:

1. Referral of the complaint to another agency with jurisdiction over the violation. Final action on the complaint may be stayed pending resolution of the matter by the agency to which it was referred.
2. Issuance of a letter of notification when the violation is unintentional. A letter of notification shall advise the Council member of any steps to be taken to avoid future violations.
3. Issuance of a letter of admonition when the violation is minor or may have been unintentional, but calls for a more substantial response than a letter of notification.
4. Issuance of a letter of reprimand when a violation has been committed knowingly or intentionally.
5. Passage of a resolution of censure or a recommendation of recall when the City Council finds that a serious or repeated violation of this Code of Ethics has been committed intentionally by a member of the City Council.

Other penalties. The City Council may impose a restriction, loss of a committee assignment, or loss of appointment as a representative of the City for any regional or multijurisdictional body or membership on any board or commission which requires an appointment or confirmation of an appointment by the City Council.

A notification, admonition or reprimand shall be administered to the individual by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor. If the individual objects to the content of such letter, he or she may file a request for review of the content of the letter with the City Council. The City Council shall review the letter and may take whatever action appears appropriate under the circumstances. The action of the City Council shall be final and not subject to further review.

A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the City Council to receive the censure. Notice shall be given at least twenty (20) days before the scheduled appearance at which time a copy of the proposed censure shall be

provided to the individual. Within five (5) days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the City Council. Such a request will stay the administration of the censure. The City Council shall review the proposed censure, and may take whatever action appears appropriate under the circumstances. The action of the City Council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

TORT CLAIMS

Tort Claims Summary

[To be supplemented later] Governmental Tort Claims Act

TORT CLAIMS AGAINST THE CITY

As you can imagine, with a little over 100 employees, accidents of all types will sometimes happen, resulting in claims against the City. Government in general and cities specifically have unique laws concerning damage caused by the City to private citizens. In accordance with those laws, the City purchases Insurance to cover any claims that may arise, usually acquiring that insurance from a company that specializes in writing policies for cities (Oklahoma Municipal Assurance Group - OMAG). Some of the unique features of liability as it concerns the City are the following:

A. EXEMPTIONS FROM LIABILITY

There are numerous "exemptions" from liability, in which the law specifically provides that the type of alleged wrong, as a matter of law, cannot create liability for the City. These exemptions are included in the following statute:

**Oklahoma Governmental Tort Claims Act
Title 51 Oklahoma Statutes
§155 - Exemptions from Liability**

The state or a political subdivision shall not be liable if a loss or claim results from:

1. Legislative functions;
2. Judicial, quasi-judicial, or prosecutorial functions, other than claims for wrongful criminal felony conviction resulting in imprisonment provided for in Section 154 of this title;
3. Execution or enforcement of the lawful orders of any court;
4. Adoption or enforcement of or failure to adopt or enforce a law, whether valid or invalid, including, but not limited to, any statute, charter provision, ordinance, resolution, rule, regulation or written policy;
5. Performance of or the failure to exercise or perform any act or service which is in the discretion of the state or political subdivision or its employees;
6. Civil disobedience, riot, insurrection or rebellion or the failure to provide, or the method of providing, police, law enforcement or fire protection;
7. Any claim based on the theory of attractive nuisance;
8. Snow or ice conditions or temporary or natural conditions on any public way or other public place due to weather conditions, unless the condition is affirmatively caused by the negligent act of the state or a political subdivision;
9. Entry upon any property where that entry is expressly or implied authorized by law;

10. Natural conditions of property of the state or political subdivision;
11. Assessment or collection of taxes or special assessments, license or registration fees, or other fees or charges imposed by law;
12. Licensing powers or functions including, but not limited to, the issuance, denial, suspension or revocation of or failure or refusal to issue, deny, suspend or revoke any permit, license, certificate, approval, order or similar authority;
13. Inspection powers or functions, including failure to make an inspection, review or approval, or making an inadequate or negligent inspection, review or approval of any property, real or personal, to determine whether the property complies with or violates any law or contains a hazard to health or safety, or fails to conform to a recognized standard;
14. Any loss to any person covered by any workers' compensation or any employer's liability act;
15. Absence, condition, location or malfunction of any traffic or road sign, signal or warning device unless the absence, condition, location or malfunction is not corrected by the state or political subdivision responsible within a reasonable time after actual or constructive notice or the removal or destruction of such signs, signals or warning devices by third parties, action of weather elements or as a result of traffic collision except on failure of the state or political subdivision to correct the same within a reasonable time after actual or constructive notice. Nothing herein shall give rise to liability arising from the failure of the state or any political subdivision to initially place any of the above signs, signals or warning devices. The signs, signals and warning devices referred to herein are those used in connection with hazards normally connected with the use of roadways or public ways and do not apply to the duty to warn of special defects such as excavations or roadway obstructions;
16. Any claim which is limited or barred by any other law;
17. Misrepresentation, if unintentional;
18. An act or omission of an independent contractor or consultant or his employees, agents, subcontractors or suppliers or of a person other than an employee of the state or political subdivision at the time the act or omission occurred;
19. Theft by a third person of money in the custody of an employee unless the loss was sustained because of the negligence or wrongful act or omission of the employee;
20. Participation in or practice for any interscholastic or other athletic contest sponsored or conducted by or on the property of the state or a political subdivision;

21. Participation in any activity approved by a local board of education and held within a building or on the grounds of the school district served by that local board of education before or after normal school hours or on weekends;

22. Use of indoor or outdoor school property and facilities made available for public recreation before or after normal school hours or on weekends or school vacations, except those claims resulting from willful and wanton acts of negligence. For purposes of this paragraph:

a. "public" includes, but is not limited to, students during nonschool hours and school staff when not working as employees of the school, and

b. "recreation" means any indoor or outdoor physical activity, either organized or unorganized, undertaken for exercise, relaxation, diversion, sport or pleasure, and that is not otherwise covered by paragraph 20 or 21 of this section;

23. Any court-ordered or Department of Corrections approved work release program; provided, however, this provision shall not apply to claims from individuals not in the custody of the Department of Corrections based on accidents involving motor vehicles owned or operated by the Department of Corrections;

24. The activities of the National Guard, the militia or other military organization administered by the Military Department of the state when on duty pursuant to the lawful orders of competent authority:

a. in an effort to quell a riot,

b. in response to a natural disaster or military attack, or

c. if participating in a military mentor program ordered by the court;

25. Provision, equipping, operation or maintenance of any prison, jail or correctional facility, or injuries resulting from the parole or escape of a prisoner or injuries by a prisoner to any other prisoner; provided, however, this provision shall not apply to claims from individuals not in the custody of the Department of Corrections based on accidents involving motor vehicles owned or operated by the Department of Corrections;

26. Provision, equipping, operation or maintenance of any juvenile detention facility, or injuries resulting from the escape of a juvenile detainee, or injuries by a juvenile detainee to any other juvenile detainee;

27. Any claim or action based on the theory of manufacturer's products liability or breach of warranty, either expressed or implied;

28. Any claim or action based on the theory of indemnification or subrogation;

29. Any claim based upon an act or omission of an employee in the placement of children;
30. Acts or omissions done in conformance with then current recognized standards;
31. Maintenance of the state highway system or any portion thereof unless the claimant presents evidence which establishes either that the state failed to warn of the unsafe condition or that the loss would not have occurred but for a negligent affirmative act of the state;
32. Any confirmation of the existence or nonexistence of any effective financing statement on file in the office of the Secretary of State made in good faith by an employee of the office of the Secretary of State as required by the provisions of Section 1-9-320.6 of Title 12A of the Oklahoma Statutes;
33. Any court-ordered community sentence; or
34. Remedial action and any subsequent related maintenance of property pursuant to and in compliance with an authorized environmental remediation program, order, or requirement of a federal or state environmental agency.
35. The use of necessary and reasonable force by a school district employee to control and discipline a student during the time the student is in attendance or in transit to and from the school, or any other function authorized by the school district;
36. Actions taken in good faith by a school district employee for the out-of-school suspension of a student pursuant to applicable Oklahoma Statutes; or
37. Use of a public facility opened to the general public during an emergency.

B. THE PROCESSING OF CLAIMS

If you are contacted about a possible claim against the City, you should direct the individual to the City Clerk's office. A "Notice of Tort Claim" form is available and will be made available to anyone who wants to assert a claim against the City. Once the claim is submitted, the claim form and backup information is submitted to the City's insurance carrier for investigation and review. OMAG will make a decision about the claim, either paying or denying.

C. THE DENIAL OF CLAIMS

OMAG many times will deny claims, usually for one of the following reasons:

1. The City is not legally liable;
2. The investigation reveals evidence that the City was not negligent;

3. The amount requested is not reasonable based on the nature of the claim;
4. The claim is not timely.

Once a claim is denied, the claimant has the option of filing a lawsuit. If a lawsuit is filed, OMAG will hire an attorney and defend the claim on behalf of the City.

D. THE ROLE OF CITY COUNCIL

Many times we get the question of what the City Council should or could do if a claim has been denied, usually that question arising because of a citizen's complaint that OMAG has denied their claim. The best answer you can give is the following:

1. You can look into the issue for them and gather information, through the City Manager, concerning the status of the claim and the basis for the denial by OMAG.
2. You can report to them the status of the claim.
3. You can advise them that the City is fully insured by a company that specializes in insuring cities, and that we must rely on their expertise concerning the handling of claims.
4. The City can request OMAG to reconsider a denial, if additional information justifies payment of the claim.
5. You should not represent that the City can pay a claim that has been denied. There are legal risks in doing so, including the risk that a taxpayer may bring an action against you individually alleging the payment was not a legal payment of a valid claim.
6. You should not represent that the denial of the claim will be included on a future agenda; doing so will only put you in a position of either taking action that may not be advisable or of not being able to help the citizen.

REMEMBER: If the City Council should decide to approve a claim that has been denied by the City's insurance carrier (OMAG) the expense of paying that tort claim will fall to the City and will not come from the insurance carrier.

THE OKLAHOMA OPEN MEETING ACT

Summary of the Oklahoma Open Meeting Act

[To be supplemented later] Oklahoma Open Meeting Act Statutes

SUMMARY OF THE OKLAHOMA OPEN MEETING ACT

As all Council Members should be aware, meetings of public bodies (such as city council) are governed by the Oklahoma Open Meeting Act. A violation of the Open Meeting Act can result in criminal charges against the individual Council Member. The Open Meeting Act has four areas that can cause the most concern, those being the following:

A. Defining Meeting

The Open Meeting Act defines a meeting as "the conducting of business of a public body by a majority of its members being personally together." As you can see by the definition, an informal get-together involving four Council Members can constitute a "meeting." Further, there is no requirement that there be a vote taken, but only discussion.

As you are aware, meetings cannot be held unless an agenda is timely posted and the public is advised that the meeting is going to take place. Therefore, in order to avoid any type of problem with an illegal meeting, each Council Member should be especially careful to avoid any discussion of any City business, or any matter indirectly related to City business, at any time in which three of you are present. It is the responsibility of the individual Council Members to avoid this problem. (Telephone, Email or text communication among a majority of members is also prohibited.)

Further, extreme care should be taken in regard to discussions held either immediately before or immediately after council meetings.

B. Notice and Agenda

State law requires that an agenda be posted for any meeting that is to be held. If an item is not posted on an agenda, with the exception of new business that is discussed later, it should not be discussed or acted upon at a meeting of the Council. (If three Council Members meet informally and discuss City business, a violation of the Act occurs by the failure to post an agenda.)

C. Consent Agenda

A "consent agenda" is used by cities to allow approval, by one motion and vote, of a number of items that are considered routine. Staff will recommend those items that are included; any council member who wants a vote on any individual item can remove the item from consent. Additionally, council can discuss any consent issue without removing it from the consent agenda.

D. **New Business**

New business for purposes of the Open Meeting Act is defined as "any matter not known about or which could not have been reasonably foreseen prior to posting of the agenda."

Based on the above definition, if an item arises, either from the Council or from the public, under the New Business portion of the council agenda, the first question by the Council should be whether that matter could have been placed on the agenda. If it could have, and was not, it should not be discussed and no action should be taken; the matter should be placed on the next agenda so the public, not just those present at the meeting, will be on notice that the City may take some action in regard to that item. The same is true in regard to items the Council wishes to discuss at the meeting; unless the item to be discussed is one that could not have been placed on the agenda, it should not be raised by Council under New Business. It is a mistaken assumption that New Business is a general catch-all that can be used to discuss any item.

There is no requirement under the Open Meeting Act that the Council allow the public to appear at a meeting and discuss any item they want under the "New Business" portion of the agenda. The only purpose of the New Business portion is to allow the Council to discuss those matters that are not on the agenda because they could not have been placed on the agenda because of the time in which they arose.

E. **Executive Sessions**

Executive sessions can only be held for certain specific reasons, such as to discuss pending litigation or claims, the purchase of property, Union negotiations and the employment, hiring, appointment, promotion, demotion, discipline or resignation of an individual, salaried, public officer or employee.

Executive sessions cannot be used to discuss general personnel problems of the City or a department and cannot be held unless they are listed on the agenda. The Open Meeting Act also requires a specific listing of the type of matter being discussed in an executive session; therefore, executive sessions are limited to the specific item to be discussed and other general City business cannot be discussed at that time. Any action taken as a result of an executive session must be voted on in public. Executive sessions are intended as private, confidential meetings in which the private discussions cannot be disclosed by any of those present - the "City Council," and not the individuals present, own that right to confidentiality and only the "City Council" by a vote of the elected officials can agree to disclose the private discussion.

F. **Attendance**

Attendance at City Council meetings by members is clearly addressed by the city's charter. Any council member who misses more than half of the regular meetings that occur within any consecutive four (4) month period forfeits, as a matter of law, their

office. There are no exceptions to the statutory requirement, no ability of the city to waive that requirement.

ARTICLE II: OKLAHOMA OPEN MEETING ACT

- 522. Oklahoma Open Meeting Act.
- 523. Public Policy.
- 524. Meetings of Public Bodies.
- 525. Definitions.
- 526. Votes.
- 527. Informal Gatherings or Communications.
- 528. Executive Sessions.
- 529. Authorized Teleconferences.
- 530. Meetings with Governor.
- 531. Meetings of Legislature.
- 532. Attendance of Legislative Committees at Executive Sessions.
- 533. Notice of Meetings.
- 533.1 Posting on Websites.
- 534. Minutes.
- 535. Violations of Act.
- 536. Penalty for Violation.
- 537. Minutes of Board - Copies for Newspapers.

Section 522. Oklahoma Open Meeting Act.

This act shall be known as the Oklahoma Open Meeting Act. **(25-301)**

Section 523. Public Policy.

It is the public policy of the State of Oklahoma to encourage and facilitate an informed citizenry's understanding of the governmental processes and governmental problems. **(25-302)**

Section 524. Meetings of Public Bodies.

All meetings of public bodies, as defined hereinafter, shall be held at specified times and places which are convenient to the public and shall be open to the public, except as hereinafter specifically provided. All meetings of such public bodies shall be preceded by advance public notice specifying the time and place of each such meeting to be convened as well as the subject matter or matters to be considered at such meeting, as hereinafter provided. **(25-303)**

Open Meeting Act does not provide for or guarantee citizens the right to participate in the governmental decisions being made at an open meeting nor does it provide citizens a right to express their views on the issues being considered at the meeting. If a public body establishes an open forum for citizens to speak, it may establish reasonable time, place, and manner restrictions. *February 24, 1999 (AG Op. No. 98-45)*

Committees which have decision-making power within the school board are subject to Open Meeting Act. However, committees whose purpose is only fact-finding, advisory, informational, or recommendatory are not subject to Open Meeting Act. *Andrews v. ISD No. 29, 737 P.2d 929 (Okla. 1987)*

Subordinate entity exercising decision making authority delegated to it by Board is subject to Open Meeting Act. *June 12, 1984 (AG Op. No. 84-53)*

When public body meets with group of experts to gain insight into particular matter, meeting must be open to public and satisfy other requirements Open Meeting Act. *November 9, 1982 (AG Op. No. 82-212)*

Cameras and tape recorders may not be barred from meetings of public bodies. *April 16, 1981 (AG Op. No. 81-109)*

An unincorporated association or other entity to which is lawfully delegated decision-making authority by a school district is subject to Open Meeting Act. *August 6, 1980 (AG Op. No. 80-78)*

Meeting of negotiations teams not subject to Oklahoma Open Meeting Act. *December 11, 1978 (AG Op. No. 78-208)*

Section 525. Definitions.

As used in the Oklahoma Open Meeting Act:

1. “Public body” means the governing bodies of all municipalities located within this state, boards of county commissioners of the counties in this state, boards of public and higher education in this state and all boards, bureaus, commissions, agencies, trusteeships, authorities, councils, committees, public trusts or any entity created by a public trust, task forces or study groups in this state supported in whole or in part by public funds or entrusted with the expending of public funds, or administering public property, and shall include all committees or subcommittees of any public body. Public body shall not include the state judiciary, the Council on Judicial Complaints when conducting, discussing, or deliberating any matter relating to a complaint received or filed with the Council, the Legislature, or administrative staffs of public bodies, including, but not limited to, faculty meetings and athletic staff meetings of institutions of higher education when those staffs are not meeting with the public body, or entry-year assistance committees. Furthermore, public body shall not include the multidisciplinary team provided for in subsection C of Section 1-502.2 of Title 63 of the Oklahoma Statutes or any school board meeting for the sole purpose of considering recommendations of a multidisciplinary team and deciding the placement of any child who is the subject of the recommendations. Furthermore, public body shall not include meetings conducted by stewards designated by the Oklahoma Horse Racing Commission pursuant to Section 203.4 of Title 3A of the Oklahoma Statutes when the stewards are officiating at races or otherwise enforcing rules of the Commission;

2. “Meeting” means the conduct of business of a public body by a majority of its members being personally together or, as authorized by Section 307.1 of this title, together pursuant to a videoconference. Meeting shall not include informal gatherings of a majority of the members of the public body when no business of the public body is discussed;

3. “Regularly scheduled meeting” means a meeting at which the regular business of the public body is conducted;

4. “Special meeting” means any meeting of a public body other than a regularly scheduled meeting or emergency meeting;

5. “Emergency meeting” means any meeting called for the purpose of dealing with an emergency. For purposes of the Oklahoma Open Meeting Act, an emergency is defined as a situation involving injury to persons or injury and damage to public or personal property or immediate financial loss when the time requirements for public notice of a special meeting would make such procedure impractical and increase the likelihood of injury or damage or immediate financial loss;

6. “Continued or reconvened meeting” means a meeting which is assembled for the purpose of finishing business appearing on an agenda of a previous meeting. For the purposes of the Oklahoma Open Meeting Act, only matters on the agenda of the previous meeting at which the announcement of the continuance is made may be discussed at a continued or reconvened meeting; and

7. “Videoconference” means a conference among members of a public body remote from one another who are linked by interactive telecommunication devices permitting both visual and auditory communication between and among members of the public body and members of the public. During any videoconference both the visual and auditory communications functions of the device shall be utilized. Whenever the term “teleconference” appears in any law in relation to a meeting of a public body, it shall be deemed to mean a videoconference as defined in this paragraph. **(25-304)**

Note: Amended by SB 69, Sec. 1 of the 2007 Reg. Sess. Effective November 1, 2007.

A private organization which provides goods or services to the public on behalf of a governmental agency and receives payment from public funds as a reimbursement for goods or services provided is not supported by public funds and thus not a public body. *August 21, 2002 (AG Op. No. 02-37).*

Section 526. Votes.

In all meetings of public bodies, the vote of each member must be publicly cast and recorded. **(25-305)**

When public body meets to vote on particular matter, vote is subject to Open Meeting Act. *November 9, 1982 (AG Op. No. 82-212)*

Member of board operating under Open Meeting Act cannot delegate his right to vote at meeting to another member by use of proxy. *January 20, 1982 (AG Op. No. 82-7)*

Public announcement in presence of board members that vote of board of education was 5-0 in favor of non-renewal of teacher's contract satisfied statutory requirement that vote of each member be publicly cast. *Graybill v. Oklahoma State Board of Education, 585 P.2d 1358 (Okla. 1978)*

Section 527. Informal Gatherings or Communications.

No informal gatherings or any electronic or telephonic communications, except teleconferences as authorized by Section 3 of this act, among a majority of the members of a public body shall be used to decide any action or to take any vote on any matter. **(25-306)**

A single member of a public body may not lawfully meet privately with each other member to obtain signatures on a document and then use that document to take action which otherwise would be required to be considered and voted on in an open meeting. *April 2, 1981 (AG Op. No. 81-69)*

Open Meeting Act applies when members of public body meet among themselves to discuss appropriation of funds. *November 9, 1982 (AG Op. No. 82-212)*

When majority of members of public body are together in an informal setting and begin discussing matters concerning business of public body, discussion comes under auspices of Open Meeting Act. *November 9, 1982 (AG Op. No. 82-212)*

Section 528. Executive Sessions.

A. No public body shall hold executive sessions unless otherwise specifically provided in this section.

B. Executive sessions of public bodies will be permitted only for the purpose of:

1. Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee;

2. Discussing negotiations concerning employees and representatives of employee groups;
3. Discussing the purchase or appraisal of real property;
4. Confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest;
5. Permitting district boards of education to hear evidence and discuss the expulsion or suspension of a student when requested by the student involved or the student's parent, attorney or legal guardian;
6. Discussing matters involving a specific handicapped child;
7. Discussing any matter where disclosure of information would violate confidentiality requirements of state or federal law;
8. Engaging in deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act; or
9. Discussing the following:
 - a. the investigation of a plan or scheme to commit an act of terrorism,
 - b. assessments of the vulnerability of government facilities or public improvements to an act of terrorism,
 - c. plans for deterrence or prevention of or protection from an act of terrorism,
 - d. plans for response or remediation after an act of terrorism,
 - e. information technology of the public body but only if the discussion specifically identifies:
 - (1) design or functional schematics that demonstrate the relationship or connections between devices or systems,
 - (2) system configuration information,
 - (3) security monitoring and response equipment placement and configurations,
 - (4) specific location or placement of systems, components or devices,
 - (5) system identification numbers, names, or connecting circuits,
 - (6) business continuity and disaster planning, or response plans, or

- (7) investigation information directly related to security penetrations or denial of services, or

- f. the investigation of an act of terrorism that has already been committed.

For the purposes of this subsection, the term “terrorism” means any act encompassed by the definitions set forth in section 1268.1 of Title 21 of the Oklahoma Statutes.

* * * * *

D. An executive session for the purpose of discussing the purchase or appraisal of real property shall be limited to members of the public body, the attorney for the public body, and the immediate staff of the public body. No landowner, real estate salesperson, broker, developer, or any other person who may profit directly or indirectly by a proposed transaction concerning real property which is under consideration may be present or participate in the executive session.

E. No public body may go into an executive session unless the following procedures are strictly complied with:

1. The proposed executive session is noted on the agenda as provided in Section 311 of this title;
2. The executive session is authorized by a majority vote of a quorum of the members present and the vote is a recorded vote; and
3. Except for matters considered in executive sessions of the State Banking Board and the Oklahoma Savings and Loan Board, and which are required by state or federal law to be confidential, any vote or action on any item of business considered in an executive session shall be taken in public meeting with the vote of each member publicly cast and recorded.

F. A willful violation of the provisions of this section shall:

1. Subject each member of the public body to criminal sanctions as provided in Section 314 of this title; and
2. Cause the minutes and all other records of the executive session, including tape recordings, to be immediately made public. **(25-307)**

Note: See Section 62 -- Excluding Litigious Board Member from Proceedings

Statutory provision authorizing executive sessions of public bodies for the purpose of discussing certain employment matters applies to discussing particular current or prospective public officers or employees and does not permit the discussion of a job opening for a public officer or employee when no particular individual is to be discussed. *May 11, 2006 (AG Op. No. 07-17)*

Discussing award of a contract for professional services when the recipient will be an independent contractor, rather than a public officer or employee of the public body, is not a proper subject for an executive session. A body may convene in executive session for confidential communication with its attorney concerning pending investigation, claims, or actions, if the body and the attorney determine that disclosure will seriously impair the public body’s ability to address the issue in the public interest. A “pending claim” can refer to litigation or an administrative action which either presently exists or is merely potential or anticipated. *August 31, 2005 (AG OP. No. 05-29)*

An agenda item for an executive session to discuss personnel matter must identify either the position to be discussed, if the position is so unique as to allow adequate identification, or the name of the

individual to be discussed. When the action is hiring, the agenda item must clearly identify the specific position to be filled. *January 26, 1998 (AG Op. No. 97-61)*

A public body may go into executive session for the purpose of discussing the salary of an individual salaried public officer or employee. *July 23, 1996 (AG Op. No. 96-40)*

Under 25-307, a public body may hold executive sessions to discuss the appointment of salaried employees and public officials to fill vacancies. The public body is not required to hold an executive session and should make a determination as to whether an executive session is warranted. *November 24, 1992. (AG Op. No. 92-23)*

Board cannot hold executive session to hear parental complaint or grievance except when board is considering expulsion or suspension of student. *June 30, 1982 (AG Op. No. 82-209)*

Public body cannot confer in executive session with its attorney on legal issues raised during open hearing on disciplinary complaint. *March 26, 1979 (AG Op. No. 79-32)*

Executive session may be held for confidential communication between board and attorney if communications concern a pending investigation, claim or action. *Okla. Assoc. Of Municipal Attorneys v. State, 577 P.2d 1310 (Okla. 1978)*

Section 529. Authorized Teleconferences.

A. A public body may hold meetings by videoconference where each member of the public body is visible and audible to each other and the public through a video monitor, subject to the following:

1. No less than a quorum of the public body shall be present in person at the meeting site as posted on the meeting notice and agenda;

2. The meeting notice and agenda prepared in advance of the meeting, as required by law, shall indicate the meeting will include videoconferencing locations and shall state:

a. the location, address, and telephone number of each available videoconference site, and

b. the identity of each member of the public body and the specific site from which each member of the body shall be physically present and participating in the meeting;

3. After the meeting notice and agenda are prepared and posted, as required by law, no member of the public body shall be allowed to participate in the meeting from any location other than the specific location posted on the agenda in advance of the meeting;

4. In order to allow the public the maximum opportunity to attend and observe each public official carrying out the duties of the public official, a member or members of a public body desiring to participate in a meeting by videoconference shall participate in the videoconference from a site and room located within the district or political subdivision from which they are elected, appointed, or are sworn to represent;

5. Each site and room where a member of the public body is present for a meeting by videoconference shall be open and accessible to the public, and the public shall be allowed into that site and room. Public bodies may provide additional videoconference sites as a convenience to the public, but additional sites shall not be used to exclude or discourage public attendance at any videoconference site;

6. The public shall be allowed to participate and speak, as allowed by rule or policy set by the public body, in a meeting at the videoconference site in the same manner and to the same extent as the public is allowed to participate or speak at the site of the meeting;

7. Any materials shared electronically between members of the public body, before or during the videoconference, shall also be immediately available to the public in the same form and manner as shared with members of the public body; and

8. All votes occurring during any meeting conducted using videoconferencing shall occur and be recorded by roll call vote.

B. No public body shall conduct an executive session by videoconference. **(25-307.1)**

Note: Amended by SB 69, Sec. 2 of the 2007 Reg. Sess. Effective November 1, 2007.

Section 530. Meetings with Governor.

Any meeting between the Governor and a majority of members of any public body shall be open to the public and subject to all other provisions of this act. **(25-308)**

Section 531. Meetings of Legislature.

The Legislature shall conduct open meetings in accordance with rules to be adopted by each house thereof. **(25-309)**

Section 532. Attendance of Legislative Committees at Executive Sessions.

Any member of the Legislature appointed as a member of a committee of either house of the Legislature or joint committee thereof shall be permitted to attend any executive session authorized by the Oklahoma Open Meeting Act of any state agency, board or commission whenever the jurisdiction of such committee includes the actions of the public body involved. **(25-310)**

Section 533. Notice of Meetings.

A. Notwithstanding any other provisions of law, all regularly scheduled, continued or reconvened, special or emergency meetings of public bodies shall be preceded by public notice as follows:

1. All public bodies shall give notice in writing by December 15 of each calendar year of the schedule showing the date, time and place of the regularly scheduled meetings of such public bodies for the following calendar year.

2. All state public bodies, including, but not limited to, public trusts and other bodies with the state as beneficiary, shall give such notice to the Secretary of State.

3. All county public bodies, including, but not limited to, public trusts and other bodies with the county as beneficiary, shall give such notice to the county clerk of the county wherein they are principally located.

4. All municipal public bodies, including, but not limited to, public trusts and any other bodies with the municipality as beneficiary, shall give such notice to the municipal clerk of the municipality wherein they are principally located.

5. All multicounty, regional, areawide or district public bodies, including, but not limited to, district boards of education, shall give such notice to the county clerk of the county wherein they are principally located, or if no office exists, to the county clerk of the county or counties served by such public body.

6. All governing boards of state institutions of higher education, and committees and subcommittees thereof, shall give such notice to the Secretary of State. All other public bodies covered by the provisions of this act which exist under the auspices of a state institution of higher education, but a majority of whose members are not members of the institution's governing board, shall give such notice to the county clerk of the county wherein the institution is principally located.

7. The Secretary of State and each county clerk or municipal clerk shall keep a record of all notices received in a register open to the public for inspection during regular office hours, and, in addition, shall make known upon any request of any person the contents of said register.

8. If any change is to be made of the date, time or place of regularly scheduled meetings of public bodies, then notice in writing shall be given to the Secretary of State or county clerk or municipal clerk, as required herein, not less than ten (10) days prior to the implementation of any such change.

9. In addition to the advance public notice in writing required to be filed for regularly scheduled meetings, all public bodies shall, at least twenty-four (24) hours prior to such meetings, display public notice of said meeting, setting forth thereon the date, time, place and agenda for said meeting, such twenty-four (24) hours prior public posting shall exclude Saturdays and Sundays and holidays legally declared by the State of Oklahoma; provided, however, the posting of an agenda shall not preclude a public body from considering at its regularly scheduled meeting any new business. Such public notice shall be posted in prominent public view at the principal office of the public body or at the location of said meeting if no office exists. "New business", as used herein, shall mean any matter not known about or which could not have been reasonably foreseen prior to the time of posting.

10. In the event any meeting is to be continued or reconvened, public notice of such action, including date, time and place of the continued meeting, shall be given by announcement at the original meeting. Only matters appearing on the agenda of the meeting which is continued may be discussed at the continued or reconvened meeting.

11. Special meetings of public bodies shall not be held without public notice being given at least forty-eight (48) hours prior to said meetings. Such public notice of date, time and place shall be given in writing, in person or by telephonic means to the Secretary of State or to the county clerk or to the municipal clerk by public bodies in the manner set forth in paragraphs 2, 3, 4, 5 and 6 of this section. The public body also shall cause written notice of the date, time and place of the meeting to be mailed or delivered to each person, newspaper, wire service, radio station, and television station that has filed a written request for notice of meetings of the public body with the clerk or secretary of the public body or with some other person designated by the public body. Such written notice shall be mailed or delivered at least forty-eight (48) hours prior to the special meeting. The public body may charge a fee of up to Eighteen Dollars (\$18.00) per year to persons or entities filing a written request for notice of meetings, and may require such persons or entities to renew the request for notice annually. In addition, all public bodies shall, at least twenty-four (24) hours prior to such special meetings, display public notice of said meeting, setting forth thereon the date, time, place and agenda for said meeting. Only matters appearing on the posted agenda may be considered at said special meeting. Such public notice shall be posted in prominent public view at the principal office of the public body or at the location of said meeting if no office exists. Twenty-four (24) hours prior to public posting shall exclude Saturdays and Sundays and holidays legally declared by the State of Oklahoma.

12. In the event of an emergency, an emergency meeting of a public body may be held without the public notice heretofore required. Should an emergency meeting of a public body be necessary, the person

calling such a meeting shall give as much advance public notice as is reasonable and possible under the circumstances existing, in person or by telephonic or electronic means.

B. 1. All agendas required pursuant to the provisions of this section shall identify all items of business to be transacted by a public body at a meeting, including, but not limited to, any proposed executive session for the purpose of engaging in deliberations or rendering a final or intermediate decision in an individual proceeding prescribed by the Administrative Procedures Act.

2. If a public body proposes to conduct an executive session, the agenda shall:

a. contain sufficient information for the public to ascertain that an executive session will be proposed;

b. identify the items of business and purposes of the executive session; and

c. state specifically the provision of Section 307 of this title authorizing the executive session.
(25-311)

A public body is not required under the Open Meeting Act to provide an opportunity for citizens to express their view on issues being considered by a public body. A public body may voluntarily choose to allow such comments. A public body which allows such comments may limit the comments to items on the agenda or may allow for comment on any matters. If comments are to be allowed, an agenda item which provides for "visitors' comments" or "public comments" is sufficient to meet the notice requirements of the Act. *July 9, 2002 (AG Op. No. 02-26)*.

Agenda of State Textbook Committee failed to provide sufficient notice that it was going to consider disclaimer for textbooks. *February 2, 2000 (AG Op. No. 00-7)*

Notices and agendas required to be posted should be posted in a conspicuous place which is easily accessible and convenient to the public for at least 24 hours prior to the meeting in a location at the public body's principal office. *February 18, 1998 (AG Op. No. 97-98)*

All matters to be discussed at a meeting of a public body must be listed on the agenda for the meeting, including a proposal for an executive session. *April 12, 1982 (AG Op. No. 82-114)*

Public body may go into executive session with its attorney to discuss ongoing litigation under "new business" provided matters to be discussed could not have been known about or reasonably foreseen prior to time of posting the agenda. *April 12, 1982 (AG Op. No. 82-114)*

Function of an agenda for a meeting of a public body is to provide public with a factual explanation of matters to be taken up at the meeting. *March 23, 1982 (AG Op. No. 82-81)*

Board of Education cannot appoint new member during regularly-scheduled meeting absent entry of item on published agenda, unless appointment falls within definition of "new business." *June 11, 1981 (AG Op. No. 81-141)*

At a re-scheduled or reconvened meeting of a public body only matters appearing on the original agenda may be considered. *July 10, 1981 (AG Op. No. 81-92)*

Agenda must be worded in plain language that is simple, direct and comprehensible to a person of ordinary education and intelligence. *Order Declaring Annexation, 637 P.2d 902 (Okla. App. 1981)*

Notice and agenda provisions of Open Meeting Act are integral to the Act, and violations of these provisions are significant and material. Violations need not be malicious or wanton to constitute breaking the law. Mere deliberate disregard of Act's provisions violates the Act. *Order Declaring Annexation, 637 P.2d 1270 (Okla. App. 1981)*

Section 533.1. Posting on Websites.

A. On or before January 1, 2002, or within six (6) months of the establishment of an Internet website, whichever is later, public bodies shall make available on their Internet website or on a general website if a public body uses a general website, a schedule and information about the regularly scheduled meetings of the public bodies or their governing bodies. The information made available shall include the date, time, place and agenda of each meeting. When reasonably possible, public bodies shall also provide information about the date, time, place and agenda of any special or emergency meetings of the public body.

B. The provisions of subsection A of this section shall not be construed to amend or alter the requirements of the Oklahoma Open Meeting Act.

C. On or before January 1, 2002, or within six (6) months of the establishment of an Internet website, whichever is later, public bodies shall make available on their Internet website the names of members of their governing bodies and such other information about the members as the public body may choose to include.

D. For purposes of this section, "public body" is defined as provided by paragraph 1 of Section 304 of Title 25 of the Oklahoma Statutes and shall include each institution within The Oklahoma State System of Higher Education. **(74-3106.2)**

Section 534. Minutes.

A. The proceedings of a public body shall be kept by a person so designated by such public body in the form of written minutes which shall be an official summary of the proceedings showing clearly those members present and absent, all matters considered by the public body, and all actions taken by such public body. The minutes of each meeting shall be open to public inspection and shall reflect the manner and time of notice required by this act.

B. In the written minutes of an emergency meeting, the nature of the emergency and the proceedings occurring at such meeting, including reasons for declaring such emergency meeting, shall be included.

C. Any person attending a public meeting may record the proceedings of said meeting by videotape, audiotape or by any other method; providing, however, such recording shall not interfere with the conduct of the meeting. **(25-312)**

Minutes of executive sessions of meetings of boards of education must be kept. This requirement may be met by taking a written summary of the proceedings. Any person legally present during the executive session of a board of education may take the minutes of the executive session. *January 27, 1997 (AG Op. No. 96-100)*

Section 535. Violations of Act.

Any action taken in willful violation of this act shall be invalid. **(25-313)**

Vote of State Textbook Committee pursuant to insufficient agenda was a willful violation of Act and therefore invalid. *February 2, 2000 (AG Op. No. 00-7)*

Section 536. Penalty for Violation.

Any person or persons willfully violating any of the provisions of this act shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding Five Hundred Dollars

(\$500.00) or by imprisonment in the county jail for a period not exceeding one (1) year or by both such fine and imprisonment. **(25-314)**

Willful violation is all that needs to be proven; criminal intent need not be proven because the crime is malum prohibitum. *Hilliary v. State*, 483, P.2d 483, 630 P.2d 791 (Okla. Ct. Crim. App. 1981)

Section 537. Minutes of Board - Copies for Newspapers.

It shall be the mandatory duty of the minute clerk of the board of each school district and the clerk of the governing body of each city and town to furnish the tentative minutes of every regular and/or special meeting of such school boards and municipal governing bodies to legal newspapers requesting the same in writing, provided any such newspaper must be located in the same county as all or apart of the school district or municipality to which such request is made.

Provided further that such minutes shall be furnished within five (5) days after all such regular and/or special meetings to eligible newspapers requesting the same and that any such written request shall be effective and said minutes shall be furnished in compliance therewith for the current calendar year or remaining portion thereof unless a shorter period shall be specified in said request. **(25-115)**

Note: This section was not codified as part of Open Meeting Act.

THE OKLAHOMA OPEN RECORDS ACT

Summary of the Oklahoma Open Records Act

[To be supplemented later] Oklahoma Open Records Act Statutes

§51-24A.1. Short title.

Section 24A.1 et seq. of this title shall be known and may be cited as the "Oklahoma Open Records Act".

§51-24A.2. Public policy - Purpose of act.

As the Oklahoma Constitution recognizes and guarantees, all political power is inherent in the people. Thus, it is the public policy of the State of Oklahoma that the people are vested with the inherent right to know and be fully informed about their government. The Oklahoma Open Records Act shall not create, directly or indirectly, any rights of privacy or any remedies for violation of any rights of privacy; nor shall the Oklahoma Open Records Act, except as specifically set forth in the Oklahoma Open Records Act, establish any procedures for protecting any person from release of information contained in public records. The purpose of this act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. The privacy interests of individuals are adequately protected in the specific exceptions to the Oklahoma Open Records Act or in the statutes which authorize, create or require the records. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor reasonable expectation that this information will be kept from public access; provided, the person, agency or political subdivision shall at all times bear the burden of establishing such records are protected by such a confidential privilege. Except as may be required by other statutes, public bodies do not need to follow any procedures for providing access to public records except those specifically required by the Oklahoma Open Records Act.

§51-24A.3. Definitions.

As used in the Oklahoma Open Records Act:

1. "Record" means all documents, including, but not limited to, any book, paper, photograph, microfilm, data files created by or used with computer software, computer tape, disk, record, sound recording, film recording, video record or other material regardless of physical form or characteristic, created by, received by, under the authority of, or coming into the custody, control or possession of public officials, public bodies, or their representatives in connection with the transaction of public business, the expenditure of public funds or the administering of public property. "Record" does not mean:

a. computer software,

- b. nongovernment personal effects,
- c. unless public disclosure is required by other laws or regulations, vehicle movement records of the Oklahoma Transportation Authority obtained in connection with the Authority's electronic toll collection system,
- d. personal financial information, credit reports or other financial data obtained by or submitted to a public body for the purpose of evaluating credit worthiness, obtaining a license, permit, or for the purpose of becoming qualified to contract with a public body,
- e. any digital audio/video recordings of the toll collection and safeguarding activities of the Oklahoma Transportation Authority,
- f. any personal information provided by a guest at any facility owned or operated by the Oklahoma Tourism and Recreation Department or the Board of Trustees of the Quartz Mountain Arts and Conference Center and Nature Park to obtain any service at the facility or by a purchaser of a product sold by or through the Oklahoma Tourism and Recreation Department or the Quartz Mountain Arts and Conference Center and Nature Park,
- g. a Department of Defense Form 214 (DD Form 214) filed with a county clerk, including any DD Form 214 filed before July 1, 2002, or
- h. except as provided for in Section 2-110 of Title 47 of the Oklahoma Statutes,
 - (1) any record in connection with a Motor Vehicle Report issued by the Department of Public Safety, as prescribed in Section 6-117 of Title 47 of the Oklahoma Statutes, or
 - (2) personal information within driver records, as defined by the Driver's Privacy Protection Act, 18 United States Code, Sections 2721 through 2725, which are stored and maintained by the Department of Public Safety;

2. "Public body" shall include, but not be limited to, any office, department, board, bureau, commission, agency, trusteeship, authority, council, committee, trust or any entity created by a trust, county, city, village, town, township, district, school district, fair board, court, executive office, advisory group, task force, study group, or any subdivision thereof, supported in whole or in part by public funds or entrusted with the expenditure of public funds or administering or operating public property, and all committees, or

subcommittees thereof. Except for the records required by Section 24A.4 of this title, "public body" does not mean judges, justices, the Council on Judicial Complaints, the Legislature, or legislators;

3. "Public office" means the physical location where public bodies conduct business or keep records;

4. "Public official" means any official or employee of any public body as defined herein; and

5. "Law enforcement agency" means any public body charged with enforcing state or local criminal laws and initiating criminal prosecutions, including, but not limited to, police departments, county sheriffs, the Department of Public Safety, the Oklahoma State Bureau of Narcotics and Dangerous Drugs Control, the Alcoholic Beverage Laws Enforcement Commission, and the Oklahoma State Bureau of Investigation.

§51-24A.4. Record of receipts and expenditures.

In addition to other records which are kept or maintained, every public body and public official has a specific duty to keep and maintain complete records of the receipt and expenditure of any public funds reflecting all financial and business transactions relating thereto, except that such records may be disposed of as provided by law.

§51-24A.5. Inspection, copying and/or mechanical reproduction of records - Exemptions.

All records of public bodies and public officials shall be open to any person for inspection, copying, or mechanical reproduction during regular business hours; provided:

1. The Oklahoma Open Records Act, Sections 24A.1 through 24A.30 of this title, does not apply to records specifically required by law to be kept confidential including:

- a. records protected by a state evidentiary privilege such as the attorney-client privilege, the work product immunity from discovery and the identity of informer privileges,
- b. records of what transpired during meetings of a public body lawfully closed to the public such as executive sessions authorized under the Oklahoma Open Meeting Act,
- c. personal information within driver records as defined by the Driver's Privacy Protection Act, 18 United States Code, Sections 2721 through 2725,
- d. information in the files of the Board of Medicolegal Investigations obtained pursuant to Sections 940 and 941 of Title 63 of the Oklahoma Statutes that may be hearsay, preliminary

- unsubstantiated investigation-related findings, or confidential medical information, or
- e. any test forms, question banks and answer keys developed for state licensure examinations, but specifically excluding test preparation materials or study guides;

2. All Social Security numbers included in a record may be confidential regardless of the person's status as a public employee or private individual and may be redacted or deleted prior to release of the record by the public body;

3. Any reasonably segregable portion of a record containing exempt material shall be provided after deletion of the exempt portions; provided however, the Department of Public Safety shall not be required to assemble for the requesting person specific information, in any format, from driving records relating to any person whose name and date of birth or whose driver license number is not furnished by the requesting person.

The Oklahoma State Bureau of Investigation shall not be required to assemble for the requesting person any criminal history records relating to persons whose names, dates of birth, and other identifying information required by the Oklahoma State Bureau of Investigation pursuant to administrative rule are not furnished by the requesting person;

4. Any request for a record which contains individual records of persons, and the cost of copying, reproducing or certifying each individual record is otherwise prescribed by state law, the cost may be assessed for each individual record, or portion thereof requested as prescribed by state law. Otherwise, a public body may charge a fee only for recovery of the reasonable, direct costs of record copying, or mechanical reproduction. Notwithstanding any state or local provision to the contrary, in no instance shall the record copying fee exceed twenty-five cents (\$0.25) per page for records having the dimensions of eight and one-half (8 1/2) by fourteen (14) inches or smaller, or a maximum of One Dollar (\$1.00) per copied page for a certified copy. However, if the request:

- a. is solely for commercial purpose, or
- b. would clearly cause excessive disruption of the essential functions of the public body,

then the public body may charge a reasonable fee to recover the direct cost of record search and copying; however, publication in a newspaper or broadcast by news media for news purposes shall not constitute a resale or use of a record for trade or commercial purpose and charges for providing copies of electronic data to the news media for a news purpose shall not exceed the direct cost of making the copy. The fee charged by the Department of Public Safety for a copy in a computerized

format of a record of the Department shall not exceed the direct cost of making the copy unless the fee for the record is otherwise set by law.

Any public body establishing fees under this act shall post a written schedule of the fees at its principal office and with the county clerk.

In no case shall a search fee be charged when the release of records is in the public interest, including, but not limited to, release to the news media, scholars, authors and taxpayers seeking to determine whether those entrusted with the affairs of the government are honestly, faithfully, and competently performing their duties as public servants.

The fees shall not be used for the purpose of discouraging requests for information or as obstacles to disclosure of requested information;

5. The land description tract index of all recorded instruments concerning real property required to be kept by the county clerk of any county shall be available for inspection or copying in accordance with the provisions of the Oklahoma Open Records Act; provided, however, the index shall not be copied or mechanically reproduced for the purpose of sale of the information;

6. A public body must provide prompt, reasonable access to its records but may establish reasonable procedures which protect the integrity and organization of its records and to prevent excessive disruptions of its essential functions. A delay in providing access to records shall be limited solely to the time required for preparing the requested documents and the avoidance of excessive disruptions of the public body's essential functions. In no event may production of a current request for records be unreasonably delayed until after completion of a prior records request that will take substantially longer than the current request. Any public body which makes the requested records available on the Internet shall meet the obligation of providing prompt, reasonable access to its records as required by this paragraph; and

7. A public body shall designate certain persons who are authorized to release records of the public body for inspection, copying, or mechanical reproduction. At least one person shall be available at all times to release records during the regular business hours of the public body.

§51-24A.6. Public body maintaining less than 30 hours of regular business per week - Inspection, copying or mechanical reproduction of records.

A. If a public body or its office does not have regular business hours of at least thirty (30) hours a week, the public

body shall post and maintain a written notice at its principal office and with the county clerk where the public body is located which notice shall:

1. Designate the days of the week when records are available for inspection, copying or mechanical reproduction;
2. Set forth the name, mailing address, and telephone number of the individual in charge of the records; and
3. Describe in detail the procedures for obtaining access to the records at least two days of the week, excluding Sunday.

B. The person requesting the record and the person authorized to release the records of the public body may agree to inspection, copying, or mechanical reproduction on a day and at a time other than that designated in the notice.

§51-24A.7. Personnel records - Confidentiality - Inspection and copying.

A. A public body may keep personnel records confidential:

1. Which relate to internal personnel investigations including examination and selection material for employment, hiring, appointment, promotion, demotion, discipline, or resignation; or
2. Where disclosure would constitute a clearly unwarranted invasion of personal privacy such as employee evaluations, payroll deductions, employment applications submitted by persons not hired by the public body, and transcripts from institutions of higher education maintained in the personnel files of certified public school employees; provided, however, that nothing in this subsection shall be construed to exempt from disclosure the degree obtained and the curriculum on the transcripts of certified public school employees.

B. All personnel records not specifically falling within the exceptions provided in subsection A of this section shall be available for public inspection and copying including, but not limited to, records of:

1. An employment application of a person who becomes a public official;
2. The gross receipts of public funds;
3. The dates of employment, title or position; and
4. Any final disciplinary action resulting in loss of pay, suspension, demotion of position, or termination.

C. Except as may otherwise be made confidential by statute, an employee of a public body shall have a right of access to his own personnel file.

D. Public bodies shall keep confidential the home address, telephone numbers and social security numbers of any person employed or formerly employed by the public body.

E. Except as otherwise required by Section 6-101.16 of Title 70 of the Oklahoma Statutes, public bodies shall keep confidential all records created pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) which identify a current or former public employee and contain any evaluation, observation or other TLE record of such employee.

§51-24A.8. Law enforcement records - Disclosure.

A. Law enforcement agencies shall make available for public inspection and copying, if kept, the following records:

1. An arrestee description, including the name, date of birth, address, race, sex, physical description, and occupation of the arrestee;
2. Facts concerning the arrest, including the cause of arrest and the name of the arresting officer;
3. A chronological list of all incidents, including initial offense report information showing the offense, date, time, general location, officer, and a brief summary of what occurred;
4. Radio logs, including a chronological listing of the calls dispatched;
5. Conviction information, including the name of any person convicted of a criminal offense;
6. Disposition of all warrants, including orders signed by a judge of any court commanding a law enforcement officer to arrest a particular person;
7. A crime summary, including an agency summary of crimes reported and public calls for service by classification or nature and number;
8. Jail registers, including jail blotter data or jail booking information recorded on persons at the time of incarceration showing the name of each prisoner with the date and cause of commitment, the authority committing the prisoner, whether committed for a criminal offense, a description of the prisoner, and the date or manner of discharge or escape of the prisoner;
9. Audio and video recordings from recording equipment attached to law enforcement vehicles or associated audio recordings from recording equipment on the person of a law enforcement officer; provided, the law enforcement agency may, before releasing any audio or video recording provided for in this paragraph, redact or obscure specific portions of the recording which:
 - a. depict the death of a person or a dead body, unless the death was effected by a law enforcement officer,
 - b. depict nudity,

- c. would identify minors under the age of sixteen (16) years or would undermine any requirement to keep certain juvenile records confidential as provided for in Title 10A of the Oklahoma Statutes,
- d. depict acts of severe violence resulting in great bodily injury, as defined in Section 11-904 of Title 47 of the Oklahoma Statutes, against persons that are clearly visible, unless the act of severe violence was effected by a law enforcement officer,
- e. depict great bodily injury, as defined in Section 11-904 of Title 47 of the Oklahoma Statutes, unless the great bodily injury was effected by a law enforcement officer,
- f. include personal medical information that is not already public,
- g. would undermine the assertion of a privilege provided in Section 1-109 or Section 3-428 of Title 43A of the Oklahoma Statutes for detention or transportation for mental health evaluation or treatment or drug or alcohol detoxification purposes,
- h. include personal information other than the name or license plate number of a person not arrested, cited, charged or issued a written warning. Such personal information shall include any government-issued identification number, date of birth, address or financial information, or
- i. reveal the identity of law enforcement officers who have become subject to internal investigation by the law enforcement agency as a result of an event depicted in the recording. The option to protect the identity of a law enforcement officer shall not be available to the law enforcement agency after the law enforcement agency has concluded the investigation and rendered a decision as to final disciplinary action. At such time when an investigation has concluded and the law enforcement agency has rendered its decision as to final disciplinary action, the portions of the recordings previously withheld as provided for in this subparagraph shall be available for public inspection and copying. The audio and video recordings withheld as provided for in this subparagraph shall be available for public inspection and copying before the conclusion of

- the investigation if the investigation lasts for an unreasonable amount of time; and
10. a. Audio and video recordings from recording equipment attached to the person of a law enforcement officer that depict:
- (1) the use of any physical force or violence by a law enforcement officer,
 - (2) pursuits of any kind,
 - (3) traffic stops,
 - (4) any person being arrested, cited, charged or issued a written warning,
 - (5) events that directly led to any person being arrested, cited, charged or receiving a written warning,
 - (6) detentions of any length for the purpose of investigation,
 - (7) any exercise of authority by a law enforcement officer that deprives a citizen of his or her liberty,
 - (8) actions by a law enforcement officer that have become the cause of an investigation or charges being filed,
 - (9) recordings in the public interest that may materially aid a determination of whether law enforcement officers are appropriately performing their duties as public servants, or
 - (10) any contextual events occurring before or after the events depicted in divisions (1) through (9) of this subparagraph.
- b. Notwithstanding the provisions of subparagraph a of this paragraph, the law enforcement agency may, before releasing any audio or video recording provided for in this paragraph, redact or obscure specific portions of the recording that:
- (1) depict the death of a person or a dead body, unless the death was effected by a law enforcement officer,
 - (2) depict nudity,
 - (3) would identify minors under the age of sixteen (16) years or would undermine any requirement to keep certain juvenile records confidential as provided for in Title 10A of the Oklahoma Statutes,
 - (4) depict acts of severe violence resulting in great bodily injury, as defined in Section 11-904 of Title 47 of the Oklahoma Statutes,

- against persons that are clearly visible,
unless the act of severe violence was
effected by a law enforcement officer,
- (5) depict great bodily injury, as defined in
Section 11-904 of Title 47 of the Oklahoma
Statutes, unless the great bodily injury was
effected by a law enforcement officer,
 - (6) include personal medical information that is
not already public,
 - (7) undermine the assertion of a privilege as
provided in Section 1-109 or Section 3-428 of
Title 43A of the Oklahoma Statutes for
detention or transportation for mental health
evaluation or treatment or drug or alcohol
detoxification purposes,
 - (8) identify alleged victims of sex crimes or
domestic violence,
 - (9) identify any person who provides information
to law enforcement or the information
provided by that person when that person
requests anonymity or where disclosure of the
identity of the person or the information
provided could reasonably be expected to
threaten or endanger the physical safety or
property of the person or the physical safety
or property of others,
 - (10) undermine the assertion of a privilege to
keep the identity of an informer confidential
as provided for in Section 2510 of Title 12
of the Oklahoma Statutes,
 - (11) include personal information other than the
name or license plate number of a person not
officially arrested, cited, charged or issued
a written warning. Such personal information
shall include any government-issued
identification number, date of birth, address
or financial information,
 - (12) include information that would materially
compromise an ongoing criminal investigation
or ongoing criminal prosecution, provided
that:
 - (a) ten (10) days following the formal
arraignment or initial appearance,
whichever occurs first, of a person
charged in the case in question, the
recording shall be made available for
public inspection and copying with no

redaction of the portions that were temporarily withheld by reliance on this division. Provided, before potential release of a recording as provided for in this subdivision, the prosecutor or legal representative of the person charged may request from the appropriate district court an extension of time during which the recording may be withheld under the provisions of this division. When a request for an extension of time has been filed with the court, the recording in question may be withheld until the court has issued a ruling. Such requests for an extension of the time during which the recording may be withheld may be made on the grounds that release of the recording will materially compromise an ongoing criminal investigation or criminal prosecution or on the grounds that release of the recording will materially compromise the right of an accused to a fair trial that has yet to begin. Courts considering such requests shall conduct a hearing and consider whether the interests of the public outweigh the interests asserted by the parties. In response to such requests, the court shall order that the recording be made available for public inspection and copying with no redaction of the portions that were temporarily withheld by reliance on this division or order an extension of time during which the recording may be withheld under the provisions of this division. Provided further, each such time extension shall only be ordered by the court for an additional six-month period of time or less and cumulative time extensions shall not add up to more than eighteen (18) months, or

- (b) in the event that one hundred twenty (120) days expire from the date of the events depicted in the recording without any person being criminally charged in

the case in question and release of a recording or portions of a recording have been denied on the grounds provided for in this division, an appeal of such denial may be made to the appropriate district court. In situations where one hundred twenty (120) days have expired since the creation of the recording, criminal charges have not been filed against a person and the recording is being withheld on the grounds provided for in this division, courts considering appeals to the use of the provisions of this division for temporarily withholding a recording shall conduct a hearing and consider whether the interests of the public outweigh the interests of the parties protected by this division. In response to such appeals, the district court shall order that the recording be made available for public inspection and copying with no redaction of the portions that were temporarily withheld by reliance on this division or order an extension of time during which the recording may be withheld under the provisions of this division. An order granting an extension of time shall be applicable to the recording against all appellants for the duration of the extension. Provided, each such time extension shall only be ordered by the district court for an additional twelve-month period of time or less and cumulative time extensions shall not add up to more than three (3) years. Provided, charges being filed against a person in the case in question automatically cancels any extension of time. A new request for an extension of time following an arraignment or initial appearance may be requested by the parties on the grounds and under the terms provided for in subdivision (a) of this division.

The options presented in this division to potentially withhold a recording or portions

of a recording on the grounds provided for in this division shall expire in totality four (4) years after the recording was made at which time all recordings previously withheld on the grounds provided for in this division shall be made available for public inspection and copying, or

- (13) reveal the identity of law enforcement officers who have become subject to internal investigation by the law enforcement agency as a result of an event depicted in the recording. The option to protect the identity of a law enforcement officer shall not be available to the law enforcement agency after the law enforcement agency has concluded the investigation and rendered a decision as to final disciplinary action. At such time when an investigation has concluded and the law enforcement agency has rendered its decision as to final disciplinary action, the portions of the recordings previously withheld as provided for in this division shall be available for public inspection and copying. The audio and video recordings withheld on the grounds provided for in this division shall be available for public inspection and copying before the conclusion of the investigation if the investigation lasts for an unreasonable amount of time.

B. Except for the records listed in subsection A of this section and those made open by other state or local laws, law enforcement agencies may deny access to law enforcement records except where a court finds that the public interest or the interest of an individual outweighs the reason for denial. The provisions of this section shall not operate to deny access to law enforcement records if such records have been previously made available to the public as provided in the Oklahoma Open Records Act or as otherwise provided by law.

C. Nothing contained in this section imposes any new recordkeeping requirements. Law enforcement records shall be kept for as long as is now or may hereafter be specified by law. Absent a legal requirement for the keeping of a law enforcement record for a specific time period, law enforcement agencies shall maintain their records for so long as needed for administrative purposes.

D. Registration files maintained by the Department of Corrections pursuant to the provisions of the Sex Offenders

Registration Act shall be made available for public inspection in a manner to be determined by the Department.

E. The Council on Law Enforcement Education and Training (C.L.E.E.T.) shall keep confidential all records it maintains pursuant to Section 3311 of Title 70 of the Oklahoma Statutes and deny release of records relating to any employed or certified full-time officer, reserve officer, retired officer or other person; teacher lesson plans, tests and other teaching materials; and personal communications concerning individual students except under the following circumstances:

1. To verify the current certification status of any peace officer;
2. As may be required to perform the duties imposed by Section 3311 of Title 70 of the Oklahoma Statutes;
3. To provide to any peace officer copies of the records of that peace officer upon submitting a written request;
4. To provide, upon written request, to any law enforcement agency conducting an official investigation, copies of the records of any peace officer who is the subject of such investigation;
5. To provide final orders of administrative proceedings where an adverse action was taken against a peace officer; and
6. Pursuant to an order of the district court of the State of Oklahoma.

F. The Department of Public Safety shall keep confidential:

1. All records it maintains pursuant to its authority under Title 47 of the Oklahoma Statutes relating to the Oklahoma Highway Patrol Division, the Communications Division, and other divisions of the Department relating to:

- a. training, lesson plans, teaching materials, tests, and test results,
- b. policies, procedures, and operations, any of which are of a tactical nature, and
- c. the following information from radio logs:
 - (1) telephone numbers,
 - (2) addresses other than the location of incidents to which officers are dispatched, and
 - (3) personal information which is contrary to the provisions of the Driver's Privacy Protection Act, 18 United States Code, Sections 2721 through 2725; and

2. For the purpose of preventing identity theft and invasion of law enforcement computer systems, except as provided in Title 47 of the Oklahoma Statutes, all driving records.

§51-24A.9. Personal notes and personally created material - Confidentiality.

Prior to taking action, including making a recommendation or issuing a report, a public official may keep confidential his or her personal notes and personally created materials other than departmental budget requests of a public body prepared as an aid to memory or research leading to the adoption of a public policy or the implementation of a public project.

§51-24A.10. Full disclosure of voluntarily supplied information.

A. Any information, records or other material heretofore voluntarily supplied to any state agency, board or commission shall be subject to full disclosure pursuant to Section 24A.1 et seq. of this title.

B. If disclosure would give an unfair advantage to competitors or bidders, a public body may keep confidential records relating to:

1. Bid specifications for competitive bidding prior to publication by the public body; or
2. Contents of sealed bids prior to the opening of bids by a public body; or
3. Computer programs or software but not data thereon; or
4. Appraisals relating to the sale or acquisition of real estate by a public body prior to award of a contract; or
5. The prospective location of a private business or industry prior to public disclosure of such prospect except for records otherwise open to inspection such as applications for permits or licenses.

C. Except as set forth hereafter, the Oklahoma Department of Commerce, the Oklahoma Department of Career and Technology Education, the technology center school districts, the Oklahoma Film and Music Office, institutions within the Oklahoma State System of Higher Education, and the Department of Corrections may keep confidential:

1. Business plans, feasibility studies, financing proposals, marketing plans, financial statements or trade secrets submitted by a person or entity seeking economic advice, business development or customized training from such Departments or school districts;
2. Proprietary information of the business submitted to the Department or school districts for the purpose of business development or customized training, and related confidentiality agreements detailing the information or records designated as confidential; and
3. Information compiled by such Departments or school districts in response to those submissions.

The Oklahoma Department of Commerce, the Oklahoma Department of Career and Technology Education, the technology center school districts, the Oklahoma Film and Music Office, institutions within the Oklahoma State System of Higher Education, and the Department of Corrections may not keep confidential that submitted information when and to the extent the person or entity submitting the information consents to disclosure.

D. Although they must provide public access to their records, including records of the address, rate paid for services, charges, consumption rates, adjustments to the bill, reasons for adjustment, the name of the person that authorized the adjustment, and payment for each customer, public bodies that provide utility services to the public may keep confidential credit information, credit card numbers, telephone numbers, social security numbers, bank account information for individual customers, and utility supply and utility equipment supply contracts for any industrial customer with a connected electric load in excess of two thousand five hundred (2,500) kilowatts if public access to such contracts would give an unfair advantage to competitors of the customer; provided that, where a public body performs billing or collection services for a utility regulated by the Corporation Commission pursuant to a contractual agreement, any customer or individual payment data obtained or created by the public body in performance of the agreement shall not be a record for purposes of this act.

§51-24A.10a. Oklahoma Medical Center - Market research and marketing plans - Confidentiality.

The Oklahoma Medical Center may keep confidential market research conducted by and marketing plans developed by the Oklahoma Medical Center if the Center determines that disclosure of such research or plans would give an unfair advantage to competitors of the Oklahoma Medical Center regarding marketing research and planning, public education, and advertising and promotion of special and general services provided by the Oklahoma Medical Center.

Added by Laws 1988, c. 266, § 22, operative July 1, 1988.

§51-24A.11. Library, archive or museum materials - Confidentiality.

A. A public body may keep confidential library, archive, or museum materials donated to the public body to the extent of any limitations imposed as a condition of the donation and any information which would reveal the identity of an individual who lawfully makes a donation to or on behalf of a public body including, but not limited to, donations made through a

foundation operated in compliance with Sections 5-145 and 4306 of Title 70 of the Oklahoma Statutes.

B. If library, archive, or museum materials are donated to a public body and the donation may be claimed as a tax deduction, the public body may keep confidential any information required as a condition of the donation except the date of the donation, the appraised value claimed for the donation, and a general description of the materials donated and their quantity.

§51-24A.12. Litigation files and investigatory files of Attorney General, district or municipal attorney - Confidentiality.

Except as otherwise provided by state or local law, the Attorney General of the State of Oklahoma and agency attorneys authorized by law, the office of the district attorney of any county of the state, and the office of the municipal attorney of any municipality may keep its litigation files and investigatory reports confidential.

§51-24A.13. Federal records - Confidentiality.

Records coming into the possession of a public body from the federal government or records generated or gathered as a result of federal legislation may be kept confidential to the extent required by federal law.

§51-24A.14. Personal communications relating to exercise of constitutional rights - Confidentiality.

Except for the fact that a communication has been received and that it is or is not a complaint, a public official may keep confidential personal communications received by the public official from a person exercising rights secured by the Constitution of the State of Oklahoma or the Constitution of the United States. The public official's written response to this personal communication may be kept confidential only to the extent necessary to protect the identity of the person exercising the right.

§51-24A.15. Crop and livestock reports - Public warehouse financial statements - Confidentiality.

A. The Division of Agricultural Statistics, Oklahoma Department of Agriculture, also known as the Oklahoma Crop and Livestock Reporting Service, may keep confidential crop and livestock reports provided by farmers, ranchers, and agribusinesses to the extent the reports individually identify the providers.

B. The State Board of Agriculture is authorized to provide for the confidentiality of any financial statement filed

pursuant to Section 9-22 of Title 2 of the Oklahoma Statutes. Copies of such financial statements may only be obtained upon written request to the Commissioner of Agriculture.

Upon good cause shown, and at the discretion of the Commissioner of Agriculture, such financial statements may be released.

§51-24A.16. Educational records and materials - Confidentiality.

A. Except as set forth in subsection B of this section, public educational institutions and their employees may keep confidential:

1. Individual student records;
 2. Teacher lesson plans, tests and other teaching material;
- and

3. Personal communications concerning individual students.

B. If kept, statistical information not identified with a particular student and directory information shall be open for inspection and copying. "Directory information" includes a student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous educational institution attended by the student. Any educational agency or institution making public directory information shall give public notice of the categories of information which it has designated as directory information with respect to each student attending the institution or agency and shall allow a reasonable period of time after the notice has been given for a parent to inform the institution or agency that any or all of the information designated should not be released without prior consent of the parent or guardian or the student if the student is eighteen (18) years of age or older.

C. A public school district may release individual student records for the current or previous school year to a school district at which the student was previously enrolled for purposes of evaluating educational programs and school effectiveness.

§51-24A.16a. Higher education - Donor or prospective donor information - Confidentiality.

Institutions or agencies of The Oklahoma State System of Higher Education may keep confidential all information pertaining to donors and prospective donors to or for the benefit of the institutions or agencies.

§51-24A.17. Violations - Penalties - Civil liability.

A. Any public official who willfully violates any provision of the Oklahoma Open Records Act, upon conviction, shall be guilty of a misdemeanor, and shall be punished by a fine not exceeding Five Hundred Dollars (\$500.00) or by imprisonment in the county jail for a period not exceeding one (1) year, or by both such fine and imprisonment.

B. Any person denied access to records of a public body or public official:

1. May bring a civil suit for declarative or injunctive relief, or both, but such civil suit shall be limited to records requested and denied prior to filing of the civil suit; and

2. If successful, shall be entitled to reasonable attorney fees.

C. If the public body or public official successfully defends a civil suit and the court finds that the suit was clearly frivolous, the public body or public official shall be entitled to reasonable attorney fees.

D. A public body or public official shall not be civilly liable for damages for providing access to records as allowed under the Oklahoma Open Records Act.

§51-24A.18. Additional recordkeeping not required.

Except as may be required in Section 24A.4 of this title, this act does not impose any additional recordkeeping requirements on public bodies or public officials.

MUNICIPAL ELECTED OFFICIAL SURVEY

The following comments are the result of a survey that has been submitted to numerous officials, representing many of the municipalities in the Tulsa area and northeast Oklahoma.

The following guidelines were used in conducting the survey:

1. Only experienced municipal officials would be asked to respond.
2. The survey would be submitted to a wide range of officials, including elected officials, city managers, city administrators, city clerks, city attorneys, town administrators, and others with extensive municipal experience.
3. All responses would be kept confidential.
4. The responses would not be edited, and only duplicative responses would be deleted.
5. The results would be shared for the benefit of all.

Although these results may not be scientific, it is hoped they will be beneficial as an educational tool for elected officials. The responses are narrative and are divided into the following categories:

QUESTION ONE: THE BEST ELECTED OFFICIALS POSSESS THE FOLLOWING TRAITS:

RESPONSES:

- A genuine desire to benefit the public being served, not just a constituency that may have elected them.
- A willingness to seek training or other learning opportunities.

Municipal Elected Official Survey-Good and Bad Traits of Elected Officials

- A willingness to look at options before a decision is made.
- Honesty, knowledgeable, consensus-builder.
- Respect for coworkers, both peers and subordinates.
- A desire to share their insights and experience with similar entities, and not just the unit of government that they currently serve.
- The ability to mentor others as a new generation.
- High moral and ethical standards that supersede legal standards.
- A willingness to work together as a team towards common goals.
- A mindset that is open to compromise.
- A willingness to take the time to research all sides of an issue before making a final decision.
- An appreciation that there will be times when everyone will not agree.
- A willingness and ability to communicate.
- Understands that we are human and sometimes make mistakes.
- Honesty, team building, professional, team player, open-minded, no personal agendas.
- Thoughtful, consistent, supportive, responsible, practical, and intelligent.

QUESTION TWO: THE WORST ELECTED OFFICIALS POSSESS THE FOLLOWING TRAITS:

RESPONSES:

- A focus on their narrow constituents and concerns to the exclusion (or at least the ignoring) of other groups and views.
- A belief that the public should leave them alone to do their work.
- Can't control their emotions in public meetings, disrespectful to others, not good listeners, or good decision makers.
- An unwillingness to share information, experience, or authority.
- A belief that the ends justify the means.
- A belief that they alone have an understanding of desirable goals, truth, or political virtue.
- Low, or no moral and ethical standards.
- A self-serving "what's in it for me", or "what can I get out of it for me and my friends" approach to decision making.
- Stubbornness.
- Closed-mindedness.
- The unwillingness or inability to learn.
- A desire to bend a law as far as possible, or a willingness to break it altogether.
- A vindictive, back-stabbing attitude.
- Seeks personal agenda.

Municipal Elected Official Survey-Good and Bad Traits of Elected Officials

- An inability to admit it when you make a mistake.
- An inability to apologize.
- A willingness to tear down what it may have taken others years to build up.
- A "one issue" or "one dimensional" official.
- An official who just votes without giving any explanation as to what entered into his/her decision-making.
- An official who attempts to avoid controversy by "abstaining" from voting.
- Insecure, self-centered, self-important, emotional.

QUESTIONS THREE: CONDUCT BY AN ELECTED OFFICIAL THAT IS MOST DAMAGING TO A MUNICIPALITY IS THE FOLLOWING:

RESPONSES:

- Any attempt through private meetings to make a decision that should be made in accord with the open meeting act, followed closely by any attempts to subvert the ordinary chain of command by giving orders to staff members that their supervisors are not made aware of.
- Making "busy" work for staff.
- Using the position for financial gain for themselves or individuals, and using the position to only further the agenda of certain individuals, or certain groups of individuals.
- Self-serving decision making.

- Vindictive decision making.
- Making very important decisions without fully researching all of the issues.
- Believing and buying in to people who only tell you part of a story – the part that best suits them and their motives.
- Having a "plant" at City Council meetings to perform the dirty work for a Councilmember.
- Being involved with day-to-day operations instead of performing their roles as policy maker.
- Believing "everything" that they hear on the street or read in the local newspaper.
- The gotcha member. They wait until the meeting to ask questions often only to make themselves look good at the cost of making others look bad. They often distrust staff, their fellow members, and revel in failures more than the successes.

QUESTION FOUR: CONDUCT BY AN ELECTED OFFICIAL THAT IS MOST BENEFICIAL TO A MUNICIPALITY IS THE FOLLOWING:

RESPONSES:

- An intelligent search for ways to make the city and the lives of its citizens better, safer, and more productive.
- Working with other elected officials and staff to make decisions that will benefit all citizens.
- The newly elected official should keep his/her mouth shut and ears open for the first several months while they learn the parameters of what they can or more especially cannot do in their elected capacity.

Municipal Elected Official Survey-Good and Bad Traits of Elected Officials

- They should research the history of the issues of the day by asking questions of all sides and make sure they listen more than they talk.
- There will be plenty of time to become a statesman later if that is what they want, but in the meantime they have a lot of learning to do.
- They must be fully informed if you are to maintain any credibility.
- Realizing that we are all on the same team and are all striving to benefit the community.
- Maintaining an open mind.
- Complement staff in public and criticize staff in private, if criticism is warranted.
- Being positive and calm.

QUESTION FIVE: THE MOST COMMON MISTAKE MADE BY THE FIRST TIME ELECTED OFFICIAL IS:

RESPONSES:

- Assuming that they know and understand the issues and ramifications of all of their decisions, especially without giving them time to actually do the research.
- Taking the advice of a few selected people without coming to a personal understanding of the issues involved.
- Prejudging issues that come before them.
- Believing that being elected somehow transforms the official into something more than ordinary human beings.

Municipal Elected Official Survey-Good and Bad Traits of Elected Officials

- Directing employees to do certain tasks rather than going through City Manager, or making arrangements to bypass policy and procedures with citizens.
- They get used by people who have an axe to grind or people who are attempting to find out if they will be able to use the elected official to fulfill their own personal agendas.
- They sometimes attempt to fulfill campaign promises without first learning the rules and laws of what they can or cannot do.
- They fail to realize that sometimes things are the way they are for a reason, and the real solution is something they alone can do nothing about.
- They are or become a "one dimensional" or "one issue" official, failing to realize that they have hundreds, if not thousands of other issues that they are also responsible for.
- Trying to change the world during the first meeting. Listen and learn first then formulate a plan for possible changes.
- Thinking you "know it all" when you have never attended any Council meeting prior to your appointment.
- Coming to a Council meeting without reviewing the agenda items or studying the supporting documents.
- Failing to get additional training paid for by the municipality.
- Believing they know it all, closely followed by believing that everything everyone else knows is wrong.

QUESTIONS SIX: THE ONE PIECE OF ADVICE YOU WOULD LIKE TO GIVE ELECTED OFFICIALS IS:

RESPONSES:

- Listen closely and research the issues before you act.
- Listen to all sides before making a judgment when approached with a complaint by a citizen.
- You should be more active in your church than you are in city government. It will help keep you out of trouble, will get you through the tough times when they come, will validate your decision-making, make you accessible to the right kind of people, and at the same time will allow you to set a good example for others to follow.
- Rome was not built in one day. The problems that municipalities face are costly, political, involve "people," and take a long time to complete. Nothing happens fast and sometimes that is a good thing when taxpayers' dollars are being used.
- Learn how to get along with others.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve Worker's Compensation Insurance renewal for FY-23 in the amount of \$193,388.81 (City portion of total bill).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Our Worker's Compensation Insurance renewal for FY23 is \$220,485. This represents a 3.7% increase from last year.

EXHIBITS: Invoice

KEY ISSUE: Payment of Worker's Compensation Insurance and renewal documents

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 6/13/2022

MEETING: City



3650 S. Boulevard • Edmond, OK 73013 • omag.org

405.657.1400 • 800.234.9461 • FAX 405.657.1401

June 2, 2022

Charles Barnes
City of Bixby
P.O. Box 70
Bixby, OK 74008-0070

RE: City of Bixby
WCV140001906

Enclosed is your OMAG Workers' Compensation Plan (WC Plan) renewal policy along with the renewal invoice and Claims Packet.

The Claims Packet and First Report of Incident (FROI) can also be found on the OMAG Policy Portal at the OMAG website, <http://www.omag.org/origami>.

Your claims are processed by Consolidated Benefits Resources (CBR), an experienced claims administrator who processes workers' compensation claims on behalf of OMAG participants. If you have questions, you may reach the CBR staff at (800) 234-9461. Please refer to the claims packet for further information.

Since 1984, OMAG has partnered with CompSource Mutual, Inc. in providing our members with workers' compensation benefits for their employees through a plan that provides prompt and courteous claims administration.

OMAG is an organization created, owned, and governed by the cities and towns we serve, and it is our pleasure to serve you. We appreciate your support and participation in OMAG's Workers' Compensation Plan. Any questions regarding the renewal should be directed to myself or Chris Webb, Underwriter Director at (800) 234-9461 or (405) 657-1400.

Sincerely,

A handwritten signature in cursive script that reads "Tina Kliwer".

Tina Kliwer
Workers' Comp. Program Manager



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV140001906

Policy Period: From 7/1/2022 To 7/1/2023

12:01 A.M. Standard Time at the Named Insured's Address

Company: CompSource Mutual Insurance Co.

Policy Number: 03423662

Named Insured and Address:

City of Bixby

P.O. Box 70

Bixby, OK 74008-0070

Agent:

OMAG

3650 S. BOULEVARD

EDMOND OK 73013

Telephone: 405-657-1400

Business Description: STANDARD PLAN

Type of Business: Municipality

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy.

COVERAGES

WORKERS' COMPENSATION INSURANCE

Includes Part One and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two and applies to work in the State of Oklahoma. Limits of liability under

Part Two:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

PREMIUM

Net Premium: \$198,814.00

OMAG Admin. Fee: \$21,671.00

Total Premium: \$220,485.00

As a member of OMAG's Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with OMAG.

Executive Director, OMAG

Date: 6/2/2022



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WORKERS' COMPENSATION
ADDITIONAL NAMED PLAN MEMBERS SCHEDULE

Muni: City of Bixby

Policy Number: WCV140001906

Plan Type: STANDARD PLAN

Additional Named Plan Member: Bixby Public Works Authority

ISSUE DATE: 6/2/2022



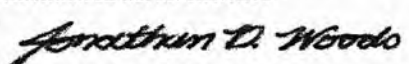
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405.657.1400 • 800.234.9461 • FAX 405.657.1401

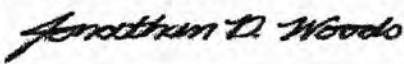
Workers' Compensation Classification Codes**Standard Plan**

Member: City of Bixby			Payroll Period: 01/01/2021 To 12/31/2021			
Policy Period: 7/1/2022 To 7/1/2023			Policy Number: WCV140001906			
Class Code	Description	Payroll	No. of Employees	No. of Volunteers	RATE	Premium
7520	Waterworks Operation & Drivers (7520)	217,914.00	5.00	0.00	3.78	6,597.00
7580	Sewage Disposal Plant Operation & Drivers (7580)	212,270.00	7.00	0.00	2.97	5,049.00
7710	Firefighters & Drivers (7710)	2,010,027.00	30.00	0.00	4.43	71,314.00
7720	Police Officers & Drivers, Reserve Officers (7720)	2,022,378.00	33.00	0.00	4.49	72,725.00
8810	Clerical Office Employees NOC (8810)	1,356,173.00	32.00	0.00	0.17	1,846.00
8831	Animal Control (8831)	82,968.00	2.00	0.00	1.23	818.00
9102	Park NOC - All Employees & Drivers (9102)	380,785.00	10.00	0.00	2.64	8,051.00
9220	Cemetery Operation & Drivers (9220)	55,406.00	1.00	0.00	5.81	2,578.00
9410	Municipal or Township Employees NOC (9410)	827,017.00	14.00	0.00	2.15	14,241.00
5611	Street or Road Construction or Maintenance & Drivers (5611)	450,291.00	12.00	0.00	10.31	37,181.00
7711	FIREFIGHTERS & DRIVERS - VOLUNTEER (7711)	2,400.00	0.00	8.00	4.43	85.00
Totals:		7,617,629.00	146.00	8.00		220,485.00

CERTIFICATE OF COVERAGE

PRODUCER OMAG 3650 S. Boulevard EDMOND, OK 73013			COMPANIES AFFORDING COVERAGE OMAG ADDITIONAL NAMED PARTICIPANT Bixby Public Works Authority		
NAMED PARTICIPANT City of Bixby P.O. Box 70 Bixby, OK 74008-0070					
COVERAGES This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.					
TYPE OF COVERAGE	POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS	
GENERAL LIABILITY				General Aggregate	None
COMMERCIAL GL				Each Occurrence	\$1,000,000
PERSONAL INJURY				Aggregate: C, D	\$2,000,000
ERRORS & OMISSIONS				Each Occurrence	\$1,000,000
AUTOMOBILE LIABILITY					
SCHEDULED AUTOS				General Aggregate	None
HIRED/NON-OWNED AUTOS				Each Occurrence	\$1,000,000
AUTOMOBILE PHYSICAL DAMAGE				Per Schedule	
Scheduled Autos					
Non-Owned Autos					
Auto Liability, General Liability, Personal Injury, Errors & Omissions		Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence			
Property				Value	\$
				Deductible	\$
Equipment Breakdown				Cause Of Loss	Special Form
				Valuation	Replacement Cost Included
Mobile Equipment				Value	\$
Misc/Veh Equip				Value	\$
Contractors Equip Leased or Rented				Value	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV140001906	7/1/2022	7/1/2023	WC Statutory Limits	X Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	INCL:	X		EL Each Accident	\$100,000
	EXCL:	X		EL Disease – Policy Limit	\$500,000
				EL Disease – EA	\$100,000
				Employee	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
CERTIFICATE HOLDER Lindsey Management Company Inc. 1200 E. Joyce Blvd. 5th Floor Fayetteville, AR 72703			CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.		
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.			AUTHORIZED REPRESENTATIVE  6/2/2022		

CERTIFICATE OF COVERAGE

PRODUCER OMAG 3650 S. Boulevard EDMOND, OK 73013				COMPANIES AFFORDING COVERAGE OMAG ADDITIONAL NAMED PARTICIPANT Bixby Public Works Authority			
NAMED PARTICIPANT City of Bixby P.O. Box 70 Bixby, OK 74008-0070							
COVERAGES This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.							
TYPE OF COVERAGE		POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS		
GENERAL LIABILITY							
COMMERCIAL GL					General Aggregate	None	
PERSONAL INJURY					Each Occurrence	\$1,000,000	
ERRORS & OMISSIONS					Aggregate: C, D	\$2,000,000	
					Each Occurrence	\$1,000,000	
AUTOMOBILE LIABILITY							
SCHEDULED AUTOS					General Aggregate	None	
HIRED/NON-OWNED AUTOS					Each Occurrence	\$1,000,000	
AUTOMOBILE PHYSICAL DAMAGE					Per Schedule		
Scheduled Autos							
Non-Owned Autos							
Auto Liability, General Liability, Personal Injury, Errors & Omissions			Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence				
Property					Value	\$	
					Deductible	\$	
Equipment Breakdown					Cause Of Loss	Special Form	
					Valuation	Replacement Cost Included	
Mobile Equipment					Value	\$	
Misc/Veh Equip					Value	\$	
Contractors Equip Leased or Rented					Value	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCV140001906	7/1/2022	7/1/2023		WC Statutory Limits	X Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	INCL:	X				EL Each Accident	\$100,000
	EXCL:	X				EL Disease - Policy Limit	\$500,000
						EL Disease - EA	\$100,000
						Employee	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS							
CERTIFICATE HOLDER Oklahoma Water Resources Board 3800 N. Classen Blvd. Oklahoma City, OK 73118				CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.				AUTHORIZED REPRESENTATIVE  6/2/2022			

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve Worker's Compensation Insurance application to use escrow balance for FY-23 premium due. The amount of \$46,632.13 (City portion of total refund).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Our Worker's Compensation Insurance renewal for FY23 is \$220,485. OMAG is offering to allow us to use our Escrow Balance of \$53,165.90 toward the bill.

EXHIBITS: Escrow Letter

KEY ISSUE: Refund of escrow on Worker's Compensation Insurance and renewal documents

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 6/13/2022

MEETING: City



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

STANDARD PLAN PLAN

2022-2023 Escrow Use Form for City of Bixby

This form indicates the Escrow Balance in your account. Any interest that has accrued has been added to the Escrow Balance. Use this form to indicate if escrow is to be applied to premium. If Escrow is being used, please include a copy of board/council minutes with this form.

ESCROW (including any interest credit) \$ 53,165.90

Select and initial the appropriate box below and enter the dollar amount to be applied to premium (if one appears).

_____ 1. We will use \$_____ of our Escrow Credit to reduce our 2022-2023 premium for the Workers' Compensation renewal. NOTE: A copy of the board/council minutes is required.

_____ 2. We will not use our Escrow Credit to reduce our 2022-2023 premium for the Workers' Compensation renewal.

If you choose to not use Escrow to reduce your premium, the premium shall be due and payable on or before the first day of the agreement period or within thirty (30) days of the date of invoice, whichever is later. OMAG offers three payment plans: annual, semi-annual, and quarterly.

Failure to pay or for OMAG to receive the premium due on the above stated dates shall result in cancellation and non-coverage for you for the period in which the premium was due, or any extension thereof as a result of your decision to make the installment payments.

Date

Signature of Authorized Representative

Printed Name and Title

NOTE: THIS FORM MUST BE SIGNED AND RETURNED TO OMAG BY JULY 1ST.

CONSENT AGENDA

ITEM: Approve purchase of a Cushman 1200x utility cart in the amount of \$19,845.00 State Contract SW0190 Kansas Golf and Turf. Approved in Capital Budget FY 22

INITIATOR: John Wood

STAFF INFO: John Wood

BACKGROUND: If approved the Cushman will replace a 2012 Toro Mid-Duty with 1,330 hours. The Toro Mid-Duty will be add to surplus.

EXHIBITS: See attachments

KEY ISSUE: The 2012 Toro Mid-Duty is 10 years old with 1,330 hours.

COUNCIL ACTION: Approve/Deny

RECOMMENDATION: Approve

Consent Agenda

MEETING DATE 06/13/22



WWW.KANSASGOLFANDTURF.COM

310-991-2019 316-267-9111

5701 N CHUZY DRIVE WICHITA, KS 67219

QUOTE

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

MANUFACTURER:	MODEL DESCRIPTION:	SALE PRICE
Cushman	Hauler 1200X Gas	\$19,845.00
	Patriot Blue	
	Fuel gauge	
	Cab - ROPS Certified (Brushguard Included)	
	Cab Strobe Light	
	USB Outlet	
	Turn Signals w/ 4 way Flashers	
	Brake Lights/Tail Lights	
	Aluminum Bed Box	
	Electric Bed Lift	
	Freight/Setup	

State Contract SW0190

DELIVERY	\$0.00
FREIGHT AND SETUP	\$0.00
SUB TOTAL:	\$19,845.00
TAX:	\$0.00
TOTAL PRICE:	\$19,845.00

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 ASSOCIATED SALES OR PROPERTY TAXES.

QUOTE BY: DAVE CAMUSO, KGT

Approved by: _____

Date: _____

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve purchase to Goddard Enterprises, in the amount of \$49,943.34 for one replacement emergency outdoor warning siren and one new emergency outdoor warning siren.

INITIATOR: Chief Todd Blish

STAFF INFO.SOURCE: Angela Williams

BACKGROUND: The purchase will allow the department to replace an older model storm siren located at E 171st St S and S Mingo. The purchase of the new storm siren will be located near Conrad Farms at 7400 E 161st E Ave. The purchase will be funded through disaster relief funds. State Contract Pricing.

EXHIBITS:

KEY ISSUE: Emergency Outdoor Warning Siren

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve purchase to Goddard Enterprises

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: CITY

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve the continuance of the existing contract with Alliance Maintenance who provides janitorial services for City Hall at a cost of \$1,760.00 monthly. No changes to the contract or pricing.

INITIATOR: Chief Todd Blish

STAFF INFO. SOURCE : Angela Williams

BACKGROUND: Alliance Maintenance was awarded the contract to provide janitorial service for the City of Bixby City Hall in FY15. They have performed well and staff recommends continuing the contract for FY 21-22. The total cost for the year will be an amount not to exceed \$21,120.00.

EXHIBITS: None

KEY ISSUE: Property Maintenance

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve the continuance of the existing contract with Alliance Maintenance.

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: CITY

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve annual renewal of internal and external workorder software package from CivicPlus, Inc. (called SeeClickFix) for FY23 in the amount of \$11,025. (City portion is \$5,512.50)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: The City started using an internal and external workorder software package called SeeClickFix (that is on our City Website) from CivicPlus and we want to renew this software and support for FY23.

EXHIBITS: Renewal Invoice

KEY ISSUE: Renew software package and support for FY23.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 6/13/2022

MEETING: City



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#229503

7/1/2022

PO #

Bill To

City of Bixby
P.O. Box 70, 116 West Needles Ave
Bixby OK 74008-0070

TOTAL DUE

\$11,025.00

Due Date: 7/31/2022

Terms
Net 30

Due Date
7/31/2022

PO #

Approving Authority

Qty	Item	Start Date	End Date
100	SeeClickFix Annual	7/1/2022	6/30/2023
1	Marketplace App Annual	7/1/2022	6/30/2023

Total \$11,025.00

Due **\$11,025.00**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name
KS State Bank

Account Name
CivicPlus LLC

Account Number
1046292

Routing Number
101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502

charles

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Acknowledge receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072220294, Facility No. 3007243, River Crest Blocks 11-13 and SL000072220295, Facility No. S-20438, River Crest Blocks 11-13.

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: These permits are for construction of 510.04 linear feet of 12” water line, 1,711.92 linear feet of 8” waterline, and 552.35 linear feet of 6” waterline, and 2,059.59 linear feet of 8” sanitary sewer lines, and 627.87 linear feet of 16” sanitary sewer lines and all appurtenances to serve River Crest Blocks 11-13 in Bixby, OK.

The ODEQ requires that receipt of these permits be acknowledged at a City Council meeting.

EXHIBITS: ODEQ Permit to Construct.

KEY ISSUE: Approve water line and sewer line for River Crest Blocks 11-13

COUNCIL ACTION: Acknowledge receipt of permits

RECOMMENDATION: Acknowledge receipt.

ITEM NO: _____

MEETING DATE: 06-08-2022

MEETING: City Council

May 06, 2022

Mr. Jared Cottle, City Manager
City of Bixby
P.O. Box 70 (116 W. Needles)
Bixby, Oklahoma 74008

Re: Permit No. WL000072220294
River Crest Blocks 11-13 Waterline Extension
Facility No. 3007243

Dear Mr. Cottle:

Enclosed is Permit No. WL000072220294 for the construction of 510.04 linear feet of twelve (12) inch, 1,711.92 linear feet of eight (8) inch, and 552.35 linear feet of six (6) inch of potable water line and all appurtenances to serve the River Crest Blocks 11-13 Waterline Extension, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 06, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bixby, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Qusay Kabariti, P.E.
Construction Permit Section
Water Quality Division

QK/RC/md/MM

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Justin P Morgan, PE, Tanner Engineering

PERMIT No. WL000072220294

WATER LINES

FACILITY No. 3007243

PERMIT TO CONSTRUCT

May 06, 2022

Pursuant to O.S. 27A 2-6-304, the City of Bixby is hereby granted this Tier I Permit to construct 510.04 linear feet of twelve (12) inch, 1,711.92 linear feet of eight (8) inch, and 552.35 linear feet of six (6) inch of potable water line and all appurtenances to serve the River Crest Blocks 11-13 Waterline Extension, located in NE/4 of Section 11, T-17-N, R-13-E, Tulsa County, Oklahoma, in accordance with the plans approved May 06, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000072220294

WATER LINES

FACILITY No. 3007243

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

May 06, 2022

Mr. Jared Cottle, City Manager
City of Bixby
P.O. Box 70 (116 W. Needles)
Bixby, Oklahoma 74008

Re: Permit No. SL000072220295
River Crest Blocks 11-13 Sanitary Sewer Extension
Facility No. S-20438

Dear Mr. Cottle:

Enclosed is Permit No. SL000072220295 for the construction of 2,059.59 linear feet of eight (8) inch, and 627.87 linear feet of sixteen (16) inch PVC sanitary sewer lines and appurtenances to serve the River Crest Blocks 11-13 Sanitary Sewer Extension, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 06, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bixby, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Qusay Kabariti, P.E.
Construction Permit Section
Water Quality Division

QK/RC/md/MM

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Justin P Morgan, PE, Tanner Engineering



PERMIT TO CONSTRUCT

PERMIT No. SL000072220295

SEWER LINES

FACILITY No. S-20438

PERMIT TO CONSTRUCT

May 06, 2022

Pursuant to O.S. 27A 2-6-304, the City of Bixby is hereby granted this Tier I Permit to construct 2,059.59 linear feet of eight (8) inch, and 627.87 linear feet of sixteen (16) inch PVC sanitary sewer lines and appurtenances to serve the River Crest Blocks 11-13 Sanitary Sewer Extension, located in NE/4 of Section 11, T-17-N, R-13-E, Tulsa County, Oklahoma, in accordance with the plans approved May 06, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000072220295

SEWER LINES

FACILITY No. S-20438

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



PERMIT TO CONSTRUCT

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve FY23 budget including budget resolution

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Oklahoma Statutes require that the budget be approved at least 7 days prior to the start of the fiscal year.

EXHIBITS: Budget Resolution 2022-10 and FY-23 Budget

KEY ISSUE: Approval of FY23 Budget prior to beginning of fiscal year.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Agenda

MEETING DATE: 6/13/2022

MEETING: City

CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA

RESOLUTION 2022-10

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BIXBY, ADOPTING A FISCAL YEAR 2023-2024 BIENNIAL BUDGET FOR THE CITY.

WHEREAS, a biennial budget enhances strategic long-range planning, decreases budget development time, provides better resource allocation, provides better discipline in the expenditure of funds, tends to improve fund balances, and is viewed by credit rating agencies as enhancing the City's overall financial conditions; and

WHEREAS, each annual budget making up the two-year Biennial budget will be considered and acted upon separately each year of the biennium after public hearing, consistent with the Oklahoma Municipal Budget Act, Title 11 Oklahoma Statutes, Sections 17-201 through 17-216.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA THAT:

The Bixby City Council approves the 2023-2024 Biennial Budget, providing for the balancing of revenues and expenditures related to same as provided in the 2023-2024 biennial budget documents accompanying this resolution.

ADOPTED and APPROVED by the Bixby City Council on June 13, 2022.

Brian Guthrie, Mayor of the City of Bixby

ATTEST:

City Clerk

APPROVED:

City Attorney

**PUBLIC HEARING
CITY OF BIXBY**

The City Council of the City of Bixby will hold a public hearing in conjunction with the regularly scheduled Council meeting, beginning at 6:00 p.m. on Monday, May 23, 2022 in the Bixby Municipal Building. The purpose of the hearing is to receive written or oral comments and for holding open discussions including answering questions on the City's budget for Fiscal Year 2022/2023. The following is a summary of the proposed budget. The proposed budget will be available for public inspection in City Hall during normal working hours.

**CITY OF BIXBY FUND SUMMARY
2022-2023 PROPOSED BUDGET**

ESTIMATED REVENUES							Total
Fund	Taxes	Charges for Services	Fines and Forfeitures	Licenses and Permits	Miscellaneous	Interfund Transfers In	Estimated Revenues
General Fund	\$ 10,001,944	450,000	338,681	688,612	427,082	6,739,030	\$ 18,645,349
Sales Tax Personnel Fund	1,098,203	-	-	-	5,000	-	1,103,203
Street and Alley Fund	235,000	-	-	-	224,500	885,000	1,344,500
Capital Improvement Fund	4,537,484	-	-	-	65,000	895,583	5,498,067
Fishing License Fund	-	-	-	5,000	350	-	5,350
Downtown River Corridor Fund	1,494,843	-	-	-	5,000	-	1,499,843
Sewer System Improvement Fund	3,294,609	-	-	-	10,000	5,175,518	8,480,127
Disaster Recovery Reserve Fund	-	-	-	-	15,000	-	15,000
Park Fund	1,757,125	62,000	-	-	20,000	-	1,839,125
Stormwater Management Fund	-	-	-	761,275	379,378	1,576,000	2,716,653
Water and Sewer Development Fund	-	-	-	120,000	100,000	3,929,568	4,149,568
E-911 Fund	-	-	-	194,500	500	-	195,000
WWTP Fund	-	-	-	-	1,526,143	4,230,178	5,756,321
Fry Creek Maintenance	-	-	-	-	4,000	200,000	204,000
Economic Development Fund	150,000	-	-	-	3,000	-	153,000
Debt Service	3,900,000	-	-	-	40,000	-	3,940,000
Rural Fire	-	-	-	22,500	-	7,000	29,500
Cemetery Care Fund	-	30,000	-	-	3,000	-	33,000
Cemetery Beautification Fund	-	-	-	-	650	-	650
Cemetery Maintenance Fund	-	20,000	-	-	200	50,000	70,200
Police Asset Forfeiture - Federal	-	-	-	-	50,000	-	50,000
Police Asset Forfeiture - State	-	-	-	-	45,000	-	45,000
Alive at 25 Fund	-	5,580	-	-	-	-	5,580
American Recovery Program Act (ARPA) Fund	-	-	-	-	2,440,284	-	2,440,284
General Obligation Bond Funds	-	-	-	-	5,499,000	-	5,499,000
Bixby Public Works Authority	-	11,641,304	-	-	74,000	8,601,789	20,317,093
Use of Fund Balance	-	-	-	-	-	88,494,119	88,494,119
	\$ 26,469,208	\$ 12,208,884	\$ 338,681	\$ 1,791,887	\$ 10,937,087	\$ 120,783,785	\$ 172,529,532

ESTIMATED EXPENDITURES

Fund or Department	Personal Services	Materials and Supplies	Services and Charges	Capital Outlay	Debt Service	Interfund Transfers Out	Total Estimated Expenditures
General Fund						7,239,030	\$ 7,239,030
Administration	\$ 601,084	180	12,990	-	-	-	614,254
Legal Department	132,875	9,000	10,297	-	-	-	152,172
Municipal Court	130,640	1,000	19,900	-	-	-	151,540
Community Service	4,000	2,750	2,815	-	-	-	9,565
General Government	179,700	34,550	946,974	-	-	-	1,161,224
Development Services	495,589	14,040	28,700	-	-	-	538,329
Police Department	4,092,566	337,085	295,755	-	-	-	4,725,406
Fire Department	3,429,164	276,632	262,634	-	-	-	3,968,430
Street Department	487,590	150,000	150,752	-	-	-	788,342
Cemetery Department	103,157	-	-	-	-	-	103,157
Emergency Services	4,100	7,000	31,405	-	-	-	42,505
Sales Tax Personnel Fund - Police Dept.	572,052	-	-	-	-	-	572,052
Sales Tax Personnel Fund - Fire Dept.	706,394	-	-	-	-	-	706,394
Sales Tax Personnel Fund - Street Dept.	175,666	-	-	-	-	-	175,666
Street and Alley Fund	50,000	17,500	3,608,000	-	-	-	3,675,500
Capital Improvement Fund	-	-	-	12,924,306	-	2,782,583	15,706,889
Fishing License Fund	-	-	55,000	7,170	-	-	62,170
Downtown River Corridor Fund	-	-	3,050,000	-	897,038	-	3,947,038
Sewer System Improvement Fund	-	-	-	-	-	4,190,133	4,190,133
Park Fund	691,095	291,153	242,445	-	-	220,000	1,444,693
Stormwater Management Fund	-	3,010,800	10,000	-	-	200,000	3,220,800
Water and Sewer Development Fund	-	11,955,000	-	-	-	2,200,000	14,155,000
E-911	-	-	140,236	40,000	-	60,000	240,236
WWTP Fund	-	-	-	15,115,431	-	-	15,115,431
Fry Creek Maintenance	-	1,000,000	100,000	-	-	-	1,100,000
Economic Development Fund	167,081	76,305	651,954	-	-	-	895,340
Debt Service	-	-	-	-	4,199,418	-	4,199,418
Rural Fire	-	10,000	-	-	-	-	10,000
Cemetery Care Fund	-	149,000	-	-	-	-	149,000
Cemetery Beautification Fund	-	650	-	-	-	-	650
Cemetery Maintenance Fund	-	27,850	68,250	-	-	-	96,100
Police Asset Forfeiture - Federal	-	50,000	-	-	-	-	50,000
Police Asset Forfeiture - State	-	45,000	-	-	-	-	45,000
Alive at 25 Fund	-	15,000	-	-	-	-	15,000
General Obligation Bond Funds	-	-	-	60,008,500	-	-	60,008,500
Bixby Public Works Authority	2,813,992	415,700	4,856,679	4,410,000	240,845	10,517,352	23,254,568
	\$ 14,836,745	\$ 17,896,195	\$ 14,544,786	\$ 92,505,407	\$ 5,337,301	\$ 27,409,098	\$ 172,529,532

BUDGET MESSAGE
FISCAL YEAR 2023
June 13, 2022

The budget for the City of Bixby and the Bixby Public Works Authority is hereby submitted. This budget document is divided into 4 distinct parts.

GENERAL FUND

The General Fund is the main operating fund for the City of Bixby. Police, Fire, Streets, Cemetery, Legal and Administration are all accounted for in this fund. The revenue estimate of \$11,906,319 for this year represents an increase of 13.1% over last year's budget. Sales tax receipts are expected to increase by 21.91%. Other fee estimates have been added or modified in FY23. Expense estimates are \$12,254,924, an increase of 9.57% over last year.

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for revenue dedicated for a special purpose. The Sales Tax Personnel Fund is included here, due to the repurposing of the Tulsa County Vision Tax to City use by the voters in November 2015. The Sales Tax Personnel Fund has a proposed expenditure budget of \$1,454,112. The Capital Improvement Fund is the main fund used to fund capital expenditures and projects of a general nature, with a proposed budget of \$13,424,306. The Street & Alley Fund, with a budget of \$3,675,500, is used for costs related to repair and lighting of streets and alleys and the Citywide Infrastructure Rehabilitation Program (CIRP). There is \$11,955,000 budgeted for water and sewer repairs in the Water & Sewer Fund. And \$14,365,431 is proposed for completing a new waste water treatment plant in the WWTP Fund. \$3,020,800 is budgeted for stormwater projects in the Stormwater Management Fund. The Disaster Recovery Reserve Fund was established to help enable our community to recover from a future large-scale natural or man-made disaster.

CAPITAL PROJECT FUNDS

Capital Project Funds receive their revenue from Bond issues. Voters approved \$18,560,000 in August 2016 for General Obligation Bonds, which are to be used to fund more park improvements, street widening and public safety improvements. These bonds were sold over a five year period. The first issue (2016 Bond Fund) has a current year budget of \$47,500. The second issue (2018A Bond Fund) has a current year budget of \$21,000. The third issue (2018B Bond Fund) has a current year budget of \$1,625,000. The fourth issue (2019 Bond Fund) has a current year budget of \$80,000. And, the final issue (2020 Bond Fund) has a current year budget of \$4,455,000. Voters approved \$25,500,000 in April 2021 to be sold in series over five years. The first issue (2021 Bond Fund) has a current year budget of \$5,300,000. The second issue (2022B Bond Fund) has a current year budget of \$5,400,000. In February 2022, voters approved the issue of \$43,000,000 (2022A Bond Fund) for a Performing Arts Center.

BIXBY PUBLIC WORKS AUTHORITY

The Public Works Authority accounts for the business-like activities of the water and sewer departments of the City of Bixby. Revenue estimates for this year are \$11,715,304 which is 4.76% more than last year. Expense estimates are \$12,496,371 which is a 60.58% increase over last year. The increase is due to scheduled land acquisition projects. Water rates will increase in October 2022 only if there is scheduled price increase from our water supplier, the City of Tulsa. Sewer rates will remain unchanged, after a five year phased-in rate increase to fund new sanitary sewer infrastructure as required to comply with an Oklahoma Department of Environmental Quality consent order. Stormwater management fees for commercial property will remain unchanged, after a five year phased-in increase, to restore purchasing power eroded over time by inflation and to address needed infrastructure maintenance and improvements.

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Request authorization to purchase ESO Software totaling \$19,893.85, funding from Capital Improvement.

INITIATOR: Joey Wiedel, Fire Chief

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

BACKGROUND: Bixby Fire Department's (BFD) current incident reporting software, Emergency Reporting, was acquired by ESO. Emergency Reporting is being discontinued and will no longer be available. Agencies currently utilizing Emergency Reporting will be transitioned to ESO in July/August 2022.

ESO provides more robust incident data collection and reporting that will be essential for EMS billing once BFD is providing EMS transport. ESO also provides an improved system for scheduling and the management of inventory, assets, and personnel. Multiple agencies in the region currently utilize ESO Software.

EXHIBITS: See Attached

KEY ISSUE: The authorization to purchase ESO Software totaling \$19,893.85.

Funding Source: Capital Improvement Funds

COUNCIL ACTION: Approve or disapprove the purchase of ESO Software totaling \$19,893.85.

RECOMMENDATION: Approve the purchase of ESO Software totaling \$19,893.85.

Meeting Date: 06-13-2022

Location: City

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
May 09, 2022

Time: 7:40 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 May 20, 2022 on or before 5:00 p.m.

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

Members Present

Guthrie
Blair
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Donna Crawford, Community Dev
Justin Dowd, Asst. Engineer
Shannon Duran, Dep. City Clerk

Consent Agenda

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

Secretary's Report

Consider and approve:

- a. Minutes for Bixby Public Works Authority regular meeting 05/09/22.
- b. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance in the amount of \$25,776.91 (BPWA's portion of total bill).
- c. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's property insurance in the amount of \$35,608.19 (BPWA's portion of total bill).

- d. Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-22 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (BPWA portion).
- e. Consider and or approve 2022-2023 Oklahoma Municipal League Service Fees in the amount of \$10,273.00 (BPWA portion).
- f. Discuss and/or approve renewing contract with Dunn-Right Cleaning Service, Inc. to provide Janitorial Services for Dawes Building at cost of \$1,045/month.
- g. Discuss and/or take action on purchasing unleaded gasoline for \$25,000.00

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

Carried 5-0

Ayes: Blair, Founds, Revelis, Girard, Guthrie

Nays: None

Mayor Guthrie recuses himself as to Item #1 on the regular BPWA Agenda and exits City Council meeting.

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

Discuss and/or take action on Water Tap Application for Jimmy Kirk at 15205 East 161st Street South, Bixby, OK in Tulsa County, OK.

Presented by Justin Dowd

Mayor Guthrie asked for a motion on the BPWA Regular Agenda. Councilor Girard made a motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-1

Ayes: Girard, Founds, Revelis, Blair

Nays: None

Recusal: Guthrie

Vice Mayor Blair moves to exit BPWA Agenda and move back to Bixby Council Regular Agenda.

New Business

There being none.

Adjournment was called at 7:42 p.m. as to Bixby Public Works Authority Meeting.

Mayor

City Clerk

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-23 the amount of \$26,944.35 (BPWA's portion).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: This is the annual renewal for INCODE to provide maintenance for utility billing and accounting software. This includes unlimited phone assistance and software upgrades. The cost this year is \$54,928.52 a 27.3% over last year. This is because several modules have been added.

EXHIBITS: Invoices

KEY ISSUE: Annual computer software maintenance.

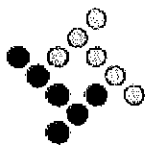
COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 06/13/2022

MEETING: BPWA



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Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-379479	06/01/2022	1 of 2

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

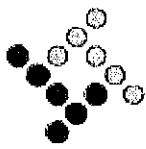


Bill To: City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Ship To: City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	164465		USD	NET30	07/01/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Bixby, City of				
	Annual fee to support and host Web site	1	1,200.00	1,200.00
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Utility Billing Online Component - Annual Fee	1	3,868.80	3,868.80
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Court Online Component - Annual Fee	1	1,200.00	1,200.00
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Incode CIS/CRM Annual Fees	1		\$1,088.05
	Incode Customer Relationship Suite - Utility Meter-Reader Maintenance			
	Enhanced Utility Bill Printing - Maintenance			
	Incode Document Management Annual Fees	1		\$2,393.03
	Third Party Printing Interface - Maintenance			
	Maintenance: Start: 01/Jul/2022, End: 30/Jun/2023			
	Hardware Annual Fees	1		\$491.26
	Epson TM-H6000IV Thermal Receipt Printer			
	Incode CIS/CRM Annual Fees	1		\$15,505.51
	Utility CIS System			
	Central Cash Collection			
	Service Order Management			
	Permits & Inspections			
	Business License			
	Cemetery Records			
	Forms Overlay for BP and BL			
	Incode Court Annual Fees	1		\$5,148.72
	Court Case Management			
	Incode Document Management Annual Fees	1		\$1,039.82
	LF Financial Suite Interface			
	Incode Financials Annual Fees	1		\$18,066.35
	General Ledger			
	Budget Preparation			
	Check Reconciliation			
	Accounts Payable			
	Purchase Orders - Maintenance			
	Payroll/Personnel			
	Fixed Assets			
	Project Accounting			
	Forms Overlay			



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Remittance:
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(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-379479	06/01/2022	2 of 2

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Email: ar@tylertech.com

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42231 - MAIN - MAIN	164465		USD	NET30	07/01/2022

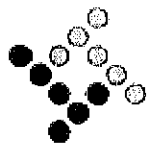
Date	Description	Units	Rate	Extended Price
	Lock Box Interface			
	Technical Services Annual Fees	1		\$1,871.29
	Basic Network Support Services			
	Third Party System Software	1		\$486.69
	System Software Non SQL Maintenance			
	Tyler University	1		\$2,569.00
	Tyler U			

C.BARNES

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	54,928.52
Sales Tax	0.00
Invoice Total	54,928.52



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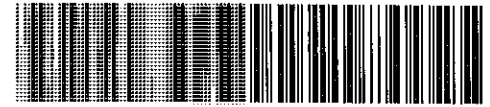
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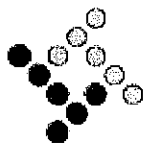


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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	164465		USD	NET30	07/01/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Bixby, City of				
	Annual fee to support and host Web site	1	1,200.00	1,200.00
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Utility Billing Online Component - Annual Fee	1	3,868.80	3,868.80
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Court Online Component - Annual Fee	1	1,200.00	1,200.00
	Maintenance Start: 01/Jul/2022, End: 30/Jun/2023			
	Incode CIS/CRM Annual Fees	1		\$1,088.05
	Incode Customer Relationship Suite - Utility Meter-Reader Maintenance			
	Enhanced Utility Bill Printing - Maintenance			
	Incode Document Management Annual Fees	1		\$2,393.03
	Third Party Printing Interface - Maintenance			
	Maintenance: Start: 01/Jul/2022, End: 30/Jun/2023			
	Hardware Annual Fees	1		\$491.26
	Epson TM-H6000IV Thermal Receipt Printer			
	Incode CIS/CRM Annual Fees	1		\$15,505.51
	Utility CIS System			
	Central Cash Collection			
	Service Order Management			
	Permits & Inspections			
	Business License			
	Cemetery Records			
	Forms Overlay for BP and BL			
	Incode Court Annual Fees	1		\$5,148.72
	Court Case Management			
	Incode Document Management Annual Fees	1		\$1,039.82
	LF Financial Suite Interface			
	Incode Financials Annual Fees	1		\$18,066.35
	General Ledger			
	Budget Preparation			
	Check Reconciliation			
	Accounts Payable			
	Purchase Orders - Maintenance			
	Payroll/Personnel			
	Fixed Assets			
	Project Accounting			
	Forms Overlay			



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technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-379479	06/01/2022	2 of 2

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2280 Press 2, then 2
Email: ar@tylertech.com

Bill To: City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Ship To: City of Bixby
Attn: Accounts Payable
P.O. Box 70
Bixby, OK 74008

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	164465		USD	NET30	07/01/2022

Date	Description	Units	Rate	Extended Price
	Lock Box Interface			
	Technical Services Annual Fees	1		\$1,871.29 ✓
	Basic Network Support Services			
	Third Party System Software	1		\$486.69 ✓
	System Software Non SQL Maintenance			
	Tyler University	1		\$2,569.00 ✓
	Tyler U			

C.BARNES

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	54,928.52
Sales Tax	0.00
Invoice Total	54,928.52

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve Worker's Compensation Insurance renewal for FY-23 in the amount of \$27,096.19 (BPWA portion of total bill).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Our Worker's Compensation Insurance renewal for FY23 is \$220,485. This represents a 3.7% increase from last year.

EXHIBITS: Invoice

KEY ISSUE: Payment of Worker's Compensation Insurance and renewal documents

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 6/13/2022

MEETING: BPWA



3650 S. Boulevard • Edmond, OK 73013 • omag.org

405.657.1400 • 800.234.9461 • FAX 405.657.1401

June 2, 2022

Charles Barnes
City of Bixby
P.O. Box 70
Bixby, OK 74008-0070

RE: City of Bixby
WCV140001906

Enclosed is your OMAG Workers' Compensation Plan (WC Plan) renewal policy along with the renewal invoice and Claims Packet.

The Claims Packet and First Report of Incident (FROI) can also be found on the OMAG Policy Portal at the OMAG website, <http://www.omag.org/origami>.

Your claims are processed by Consolidated Benefits Resources (CBR), an experienced claims administrator who processes workers' compensation claims on behalf of OMAG participants. If you have questions, you may reach the CBR staff at (800) 234-9461. Please refer to the claims packet for further information.

Since 1984, OMAG has partnered with CompSource Mutual, Inc. in providing our members with workers' compensation benefits for their employees through a plan that provides prompt and courteous claims administration.

OMAG is an organization created, owned, and governed by the cities and towns we serve, and it is our pleasure to serve you. We appreciate your support and participation in OMAG's Workers' Compensation Plan. Any questions regarding the renewal should be directed to myself or Chris Webb, Underwriter Director at (800) 234-9461 or (405) 657-1400.

Sincerely,

A handwritten signature in cursive script that reads "Tina Kliwer".

Tina Kliwer
Workers' Comp. Program Manager



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV140001906

Policy Period: From 7/1/2022 To 7/1/2023

12:01 A.M. Standard Time at the Named Insured's Address

Company: CompSource Mutual Insurance Co.

Policy Number: 03423662

Named Insured and Address:

City of Bixby

P.O. Box 70

Bixby, OK 74008-0070

Agent:

OMAG

3650 S. BOULEVARD

EDMOND OK 73013

Telephone: 405-657-1400

Business Description: STANDARD PLAN

Type of Business: Municipality

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy.

COVERAGES

WORKERS' COMPENSATION INSURANCE

Includes Part One and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two and applies to work in the State of Oklahoma. Limits of liability under

Part Two:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

PREMIUM

Net Premium: \$198,814.00

OMAG Admin. Fee: \$21,671.00

Total Premium: \$220,485.00

As a member of OMAG's Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with OMAG.

Executive Director, OMAG

Date: 6/2/2022



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WORKERS' COMPENSATION
ADDITIONAL NAMED PLAN MEMBERS SCHEDULE

Muni: City of Bixby

Policy Number: WCV140001906

Plan Type: STANDARD PLAN

Additional Named Plan Member: Bixby Public Works Authority

ISSUE DATE: 6/2/2022



3650 S. Boulevard • Edmond, OK 73013 • omag.org

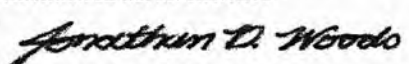
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Workers' Compensation Classification Codes

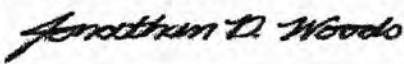
Standard Plan

Member: City of Bixby			Payroll Period: 01/01/2021 To 12/31/2021			
Policy Period: 7/1/2022 To 7/1/2023			Policy Number: WCV140001906			
Class Code	Description	Payroll	No. of Employees	No. of Volunteers	RATE	Premium
7520	Waterworks Operation & Drivers (7520)	217,914.00	5.00	0.00	3.78	6,597.00
7580	Sewage Disposal Plant Operation & Drivers (7580)	212,270.00	7.00	0.00	2.97	5,049.00
7710	Firefighters & Drivers (7710)	2,010,027.00	30.00	0.00	4.43	71,314.00
7720	Police Officers & Drivers, Reserve Officers (7720)	2,022,378.00	33.00	0.00	4.49	72,725.00
8810	Clerical Office Employees NOC (8810)	1,356,173.00	32.00	0.00	0.17	1,846.00
8831	Animal Control (8831)	82,968.00	2.00	0.00	1.23	818.00
9102	Park NOC - All Employees & Drivers (9102)	380,785.00	10.00	0.00	2.64	8,051.00
9220	Cemetery Operation & Drivers (9220)	55,406.00	1.00	0.00	5.81	2,578.00
9410	Municipal or Township Employees NOC (9410)	827,017.00	14.00	0.00	2.15	14,241.00
5611	Street or Road Construction or Maintenance & Drivers (5611)	450,291.00	12.00	0.00	10.31	37,181.00
7711	FIREFIGHTERS & DRIVERS - VOLUNTEER (7711)	2,400.00	0.00	8.00	4.43	85.00
Totals:		7,617,629.00	146.00	8.00		220,485.00

CERTIFICATE OF COVERAGE

PRODUCER OMAG 3650 S. Boulevard EDMOND, OK 73013			COMPANIES AFFORDING COVERAGE OMAG ADDITIONAL NAMED PARTICIPANT Bixby Public Works Authority			
NAMED PARTICIPANT City of Bixby P.O. Box 70 Bixby, OK 74008-0070						
COVERAGES This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.						
TYPE OF COVERAGE	POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS		
GENERAL LIABILITY				General Aggregate	None	
COMMERCIAL GL				Each Occurrence	\$1,000,000	
PERSONAL INJURY				Aggregate: C, D	\$2,000,000	
ERRORS & OMISSIONS				Each Occurrence	\$1,000,000	
AUTOMOBILE LIABILITY						
SCHEDULED AUTOS				General Aggregate	None	
HIRED/NON-OWNED AUTOS				Each Occurrence	\$1,000,000	
AUTOMOBILE PHYSICAL DAMAGE				Per Schedule		
Scheduled Autos						
Non-Owned Autos						
Auto Liability, General Liability, Personal Injury, Errors & Omissions		Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence				
Property				Value	\$	
				Deductible	\$	
Equipment Breakdown				Cause Of Loss	Special Form	
				Valuation	Replacement Cost Included	
Mobile Equipment				Value	\$	
Misc/Veh Equip				Value	\$	
Contractors Equip Leased or Rented				Value	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV140001906	7/1/2022	7/1/2023	WC Statutory Limits	X	Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	INCL:	X		EL Each Accident	\$100,000	
	EXCL:	X		EL Disease – Policy Limit	\$500,000	
				EL Disease – EA	\$100,000	
				Employee		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER Lindsey Management Company Inc. 1200 E. Joyce Blvd. 5th Floor Fayetteville, AR 72703			CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.			AUTHORIZED REPRESENTATIVE  6/2/2022			

CERTIFICATE OF COVERAGE

PRODUCER OMAG 3650 S. Boulevard EDMOND, OK 73013				COMPANIES AFFORDING COVERAGE OMAG ADDITIONAL NAMED PARTICIPANT Bixby Public Works Authority			
NAMED PARTICIPANT City of Bixby P.O. Box 70 Bixby, OK 74008-0070							
COVERAGES This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.							
TYPE OF COVERAGE		POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS		
GENERAL LIABILITY					General Aggregate	None	
COMMERCIAL GL					Each Occurrence	\$1,000,000	
PERSONAL INJURY					Aggregate: C, D	\$2,000,000	
ERRORS & OMISSIONS					Each Occurrence	\$1,000,000	
AUTOMOBILE LIABILITY							
SCHEDULED AUTOS					General Aggregate	None	
HIRED/NON-OWNED AUTOS					Each Occurrence	\$1,000,000	
AUTOMOBILE PHYSICAL DAMAGE					Per Schedule		
Scheduled Autos							
Non-Owned Autos							
Auto Liability, General Liability, Personal Injury, Errors & Omissions			Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence				
Property					Value	\$	
					Deductible	\$	
Equipment Breakdown					Cause Of Loss	Special Form	
					Valuation	Replacement Cost Included	
Mobile Equipment					Value	\$	
Misc/Veh Equip					Value	\$	
Contractors Equip Leased or Rented					Value	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCV140001906	7/1/2022	7/1/2023	WC Statutory Limits	X Other: X	
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	INCL:	X			EL Each Accident	\$100,000	
	EXCL:	X			EL Disease - Policy Limit	\$500,000	
					EL Disease - EA	\$100,000	
					Employee		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS							
CERTIFICATE HOLDER Oklahoma Water Resources Board 3800 N. Classen Blvd. Oklahoma City, OK 73118				CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.				AUTHORIZED REPRESENTATIVE  6/2/2022			

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve Worker's Compensation Insurance application to use escrow balance for FY-23 premium due. The amount of \$6,533.77 (BPWA portion of total refund).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Our Worker's Compensation Insurance renewal for FY23 is \$220,485. OMAG is offering to allow us to use our Escrow Balance of \$53,165.90 toward the bill.

EXHIBITS: Escrow Letter

KEY ISSUE: Refund of escrow on Worker's Compensation Insurance and renewal documents

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 6/13/2022

MEETING: BPWA



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

STANDARD PLAN PLAN

2022-2023 Escrow Use Form for City of Bixby

This form indicates the Escrow Balance in your account. Any interest that has accrued has been added to the Escrow Balance. Use this form to indicate if escrow is to be applied to premium. If Escrow is being used, please include a copy of board/council minutes with this form.

ESCROW (including any interest credit) \$ 53,165.90

Select and initial the appropriate box below and enter the dollar amount to be applied to premium (if one appears).

_____ 1. We will use \$_____ of our Escrow Credit to reduce our 2022-2023 premium for the Workers' Compensation renewal. NOTE: A copy of the board/council minutes is required.

_____ 2. We will not use our Escrow Credit to reduce our 2022-2023 premium for the Workers' Compensation renewal.

If you choose to not use Escrow to reduce your premium, the premium shall be due and payable on or before the first day of the agreement period or within thirty (30) days of the date of invoice, whichever is later. OMAG offers three payment plans: annual, semi-annual, and quarterly.

Failure to pay or for OMAG to receive the premium due on the above stated dates shall result in cancellation and non-coverage for you for the period in which the premium was due, or any extension thereof as a result of your decision to make the installment payments.

Date

Signature of Authorized Representative

Printed Name and Title

NOTE: THIS FORM MUST BE SIGNED AND RETURNED TO OMAG BY JULY 1ST.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve annual renewal of internal and external workorder software package from CivicPlus, Inc. (called SeeClickFix) for FY23 in the amount of \$11,025. (BPWA portion is \$5,512.50)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: The City started using an internal and external workorder software package called SeeClickFix (that is on our City Website) from CivicPlus and we want to renew this software and support for FY23.

EXHIBITS: Renewal Invoice

KEY ISSUE: Renew software package and support for FY23.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 6/13/2022

MEETING: BPWA



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#229503

7/1/2022

PO #

Bill To

City of Bixby
P.O. Box 70, 116 West Needles Ave
Bixby OK 74008-0070

TOTAL DUE

\$11,025.00

Due Date: 7/31/2022

Terms
Net 30

Due Date
7/31/2022

PO #

Approving Authority

Qty	Item	Start Date	End Date
100	SeeClickFix Annual	7/1/2022	6/30/2023
1	Marketplace App Annual	7/1/2022	6/30/2023

Total \$11,025.00

Due \$11,025.00

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name
KS State Bank

Account Name
CivicPlus LLC

Account Number
1046292

Routing Number
101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502

charles

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve Purchase Order for DaVco to install condensate line; \$3,725

INITIATOR: Justin Dowd

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: Davco will install 125 LF galvanized pipe to capture condensate from A/C Unit over Fire Station 1. Currently the condensate is flowing over Cabanis and this constant flow of water will degrade the pavement.

EXHIBITS: None

KEY ISSUE: Protecting Infrastructure

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 6-13-22

MEETING: Council

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve FY23 budget including budget resolution

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Oklahoma Statutes require that the budget be approved at least 7 days prior to the start of the fiscal year.

EXHIBITS: Budget Resolution 2022-11 and FY-23 Budget

KEY ISSUE: Approval of FY23 Budget prior to beginning of fiscal year.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Agenda

MEETING DATE: 6/13/2022

MEETING: BPWA

BIXBY PUBLIC WORKS AUTHORITY

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BIXBY PUBLIC WORKS AUTHORITY, ADOPTING A FISCAL YEAR 2023-2024 BIENNIAL BUDGET FOR THE BIXBY PUBLIC WORKS AUTHORITY.

WHEREAS, a biennial budget enhances strategic long-range planning, decreases budget development time, provides better resource allocation, provides better discipline in the expenditure of funds, tends to improve fund balances, and is viewed by credit rating agencies as enhancing the Bixby Public Works Authority's overall financial conditions; and

WHEREAS, each annual budget making up the two-year Biennial budget will be considered and acted upon separately each year of the biennium after review by the Board of Trustees of the Bixby Public Works Authority.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BIXBY PUBLIC WORKS AUTHORITY THAT:

The Board of Trustees of the Bixby Public Works Authority approves the 2023-2024 Biennial Budget, providing for the balancing of revenues and expenditures related to same as provided in the 2023-2024 biennial budget documents accompanying this resolution.

ADOPTED and APPROVED by the Board of Trustees of the Bixby Public Works Authority on June 13, 2022.

Brian Guthrie, Chairman
Board of Trustees
Bixby Public Works Authority

ATTEST:

BPWA Secretary

APPROVED:

BPWA Attorney

**PUBLIC HEARING
CITY OF BIXBY**

The City Council of the City of Bixby will hold a public hearing in conjunction with the regularly scheduled Council meeting, beginning at 6:00 p.m. on Monday, May 23, 2022 in the Bixby Municipal Building. The purpose of the hearing is to receive written or oral comments and for holding open discussions including answering questions on the City's budget for Fiscal Year 2022/2023. The following is a summary of the proposed budget. The proposed budget will be available for public inspection in City Hall during normal working hours.

**CITY OF BIXBY FUND SUMMARY
2022-2023 PROPOSED BUDGET**

ESTIMATED REVENUES

Fund	Taxes	Charges for Services	Fines and Forfeitures	Licenses and Permits	Miscellaneous	Interfund Transfers In	Total Estimated Revenues
General Fund	\$ 10,001,944	450,000	338,681	688,612	427,082	6,739,030	\$ 18,645,349
Sales Tax Personnel Fund	1,098,203	-	-	-	5,000	-	1,103,203
Street and Alley Fund	235,000	-	-	-	224,500	885,000	1,344,500
Capital Improvement Fund	4,537,484	-	-	-	65,000	895,583	5,498,067
Fishing License Fund	-	-	-	5,000	350	-	5,350
Downtown River Corridor Fund	1,494,843	-	-	-	5,000	-	1,499,843
Sewer System Improvement Fund	3,294,609	-	-	-	10,000	5,175,518	8,480,127
Disaster Recovery Reserve Fund	-	-	-	-	15,000	-	15,000
Park Fund	1,757,125	62,000	-	-	20,000	-	1,839,125
Stormwater Management Fund	-	-	-	761,275	379,378	1,576,000	2,716,653
Water and Sewer Development Fund	-	-	-	120,000	100,000	3,929,568	4,149,568
E-911 Fund	-	-	-	194,500	500	-	195,000
WWTP Fund	-	-	-	-	1,526,143	4,230,178	5,756,321
Fry Creek Maintenance	-	-	-	-	4,000	200,000	204,000
Economic Development Fund	150,000	-	-	-	3,000	-	153,000
Debt Service	3,900,000	-	-	-	40,000	-	3,940,000
Rural Fire	-	-	-	22,500	-	7,000	29,500
Cemetery Care Fund	-	30,000	-	-	3,000	-	33,000
Cemetery Beautification Fund	-	-	-	-	650	-	650
Cemetery Maintenance Fund	-	20,000	-	-	200	50,000	70,200
Police Asset Forfeiture - Federal	-	-	-	-	50,000	-	50,000
Police Asset Forfeiture - State	-	-	-	-	45,000	-	45,000
Alive at 25 Fund	-	5,580	-	-	-	-	5,580
American Recovery Program Act (ARPA) Fund	-	-	-	-	2,440,284	-	2,440,284
General Obligation Bond Funds	-	-	-	-	5,499,000	-	5,499,000
Bixby Public Works Authority	-	11,641,304	-	-	74,000	8,601,789	20,317,093
Use of Fund Balance	-	-	-	-	-	88,494,119	88,494,119
	\$ 26,469,208	\$ 12,208,884	\$ 338,681	\$ 1,791,887	\$ 10,937,087	\$ 120,783,785	\$ 172,529,532

ESTIMATED EXPENDITURES

Fund or Department	Personal Services	Materials and Supplies	Services and Charges	Capital Outlay	Debt Service	Interfund Transfers Out	Total Estimated Expenditures
General Fund						7,239,030	\$ 7,239,030
Administration	\$ 601,084	180	12,990	-	-	-	614,254
Legal Department	132,875	9,000	10,297	-	-	-	152,172
Municipal Court	130,640	1,000	19,900	-	-	-	151,540
Community Service	4,000	2,750	2,815	-	-	-	9,565
General Government	179,700	34,550	946,974	-	-	-	1,161,224
Development Services	495,589	14,040	28,700	-	-	-	538,329
Police Department	4,092,566	337,085	295,755	-	-	-	4,725,406
Fire Department	3,429,164	276,632	262,634	-	-	-	3,968,430
Street Department	487,590	150,000	150,752	-	-	-	788,342
Cemetery Department	103,157	-	-	-	-	-	103,157
Emergency Services	4,100	7,000	31,405	-	-	-	42,505
Sales Tax Personnel Fund - Police Dept.	572,052	-	-	-	-	-	572,052
Sales Tax Personnel Fund - Fire Dept.	706,394	-	-	-	-	-	706,394
Sales Tax Personnel Fund - Street Dept.	175,666	-	-	-	-	-	175,666
Street and Alley Fund	50,000	17,500	3,608,000	-	-	-	3,675,500
Capital Improvement Fund	-	-	-	12,924,306	-	2,782,583	15,706,889
Fishing License Fund	-	-	55,000	7,170	-	-	62,170
Downtown River Corridor Fund	-	-	3,050,000	-	897,038	-	3,947,038
Sewer System Improvement Fund	-	-	-	-	-	4,190,133	4,190,133
Park Fund	691,095	291,153	242,445	-	-	220,000	1,444,693
Stormwater Management Fund	-	3,010,800	10,000	-	-	200,000	3,220,800
Water and Sewer Development Fund	-	11,955,000	-	-	-	2,200,000	14,155,000
E-911	-	-	140,236	40,000	-	60,000	240,236
WWTP Fund	-	-	-	15,115,431	-	-	15,115,431
Fry Creek Maintenance	-	1,000,000	100,000	-	-	-	1,100,000
Economic Development Fund	167,081	76,305	651,954	-	-	-	895,340
Debt Service	-	-	-	-	4,199,418	-	4,199,418
Rural Fire	-	10,000	-	-	-	-	10,000
Cemetery Care Fund	-	149,000	-	-	-	-	149,000
Cemetery Beautification Fund	-	650	-	-	-	-	650
Cemetery Maintenance Fund	-	27,850	68,250	-	-	-	96,100
Police Asset Forfeiture - Federal	-	50,000	-	-	-	-	50,000
Police Asset Forfeiture - State	-	45,000	-	-	-	-	45,000
Alive at 25 Fund	-	15,000	-	-	-	-	15,000
General Obligation Bond Funds	-	-	-	60,008,500	-	-	60,008,500
Bixby Public Works Authority	2,813,992	415,700	4,856,679	4,410,000	240,845	10,517,352	23,254,568
	\$ 14,836,745	\$ 17,896,195	\$ 14,544,786	\$ 92,505,407	\$ 5,337,301	\$ 27,409,098	\$ 172,529,532

BUDGET MESSAGE
FISCAL YEAR 2023
June 13, 2022

The budget for the City of Bixby and the Bixby Public Works Authority is hereby submitted. This budget document is divided into 4 distinct parts.

GENERAL FUND

The General Fund is the main operating fund for the City of Bixby. Police, Fire, Streets, Cemetery, Legal and Administration are all accounted for in this fund. The revenue estimate of \$11,906,319 for this year represents an increase of 13.1% over last year's budget. Sales tax receipts are expected to increase by 21.91%. Other fee estimates have been added or modified in FY23. Expense estimates are \$12,254,924, an increase of 9.57% over last year.

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for revenue dedicated for a special purpose. The Sales Tax Personnel Fund is included here, due to the repurposing of the Tulsa County Vision Tax to City use by the voters in November 2015. The Sales Tax Personnel Fund has a proposed expenditure budget of \$1,454,112. The Capital Improvement Fund is the main fund used to fund capital expenditures and projects of a general nature, with a proposed budget of \$13,424,306. The Street & Alley Fund, with a budget of \$3,675,500, is used for costs related to repair and lighting of streets and alleys and the Citywide Infrastructure Rehabilitation Program (CIRP). There is \$11,955,000 budgeted for water and sewer repairs in the Water & Sewer Fund. And \$14,365,431 is proposed for completing a new waste water treatment plant in the WWTP Fund. \$3,020,800 is budgeted for stormwater projects in the Stormwater Management Fund. The Disaster Recovery Reserve Fund was established to help enable our community to recover from a future large-scale natural or man-made disaster.

CAPITAL PROJECT FUNDS

Capital Project Funds receive their revenue from Bond issues. Voters approved \$18,560,000 in August 2016 for General Obligation Bonds, which are to be used to fund more park improvements, street widening and public safety improvements. These bonds were sold over a five year period. The first issue (2016 Bond Fund) has a current year budget of \$47,500. The second issue (2018A Bond Fund) has a current year budget of \$21,000. The third issue (2018B Bond Fund) has a current year budget of \$1,625,000. The fourth issue (2019 Bond Fund) has a current year budget of \$80,000. And, the final issue (2020 Bond Fund) has a current year budget of \$4,455,000. Voters approved \$25,500,000 in April 2021 to be sold in series over five years. The first issue (2021 Bond Fund) has a current year budget of \$5,300,000. The second issue (2022B Bond Fund) has a current year budget of \$5,400,000. In February 2022, voters approved the issue of \$43,000,000 (2022A Bond Fund) for a Performing Arts Center.

BIXBY PUBLIC WORKS AUTHORITY

The Public Works Authority accounts for the business-like activities of the water and sewer departments of the City of Bixby. Revenue estimates for this year are \$11,715,304 which is 4.76% more than last year. Expense estimates are \$12,496,371 which is a 60.58% increase over last year. The increase is due to scheduled land acquisition projects. Water rates will increase in October 2022 only if there is scheduled price increase from our water supplier, the City of Tulsa. Sewer rates will remain unchanged, after a five year phased-in rate increase to fund new sanitary sewer infrastructure as required to comply with an Oklahoma Department of Environmental Quality consent order. Stormwater management fees for commercial property will remain unchanged, after a five year phased-in increase, to restore purchasing power eroded over time by inflation and to address needed infrastructure maintenance and improvements.

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve Change Order #1 for the Memorial Traffic Signal Synchronization Project for \$100,633.

INITIATOR: Justin Dowd

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: After letting the project, it was determined that the controller assembly did not include a battery backup option. Additionally, in order to install the selected Alpha battery backup system, the cabinets that were originally specified needed to be upgraded.

Also, the intersection at 131st and Mingo is being added to the Synchronization Project.

This Change Order includes:

1. Deduct for originally specified cabinets
2. Installation of upgraded cabinets with Alpha Battery Backup
3. Addition of 131st and Mingo for Synchronization

To date the Change Orders account for 6.99% of contract amount

EXHIBITS: Change Order Backup information

KEY ISSUE: Ensuring a complete project

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 6-13-22

MEETING: Council

Oklahoma Department of Transportation

Change Order

Contract ID	220109	Primary County	TULSA	Primary PCN	33315(04)
Change Order Nbr	001	Project	STP-272N(360)IG		
Contract Description	TRAFFIC SIGNALS CITY STREETS (S. MEMORIAL DRIVE/S. MINGO ROAD); AT MULTIPLE LOCATIONS IN THE CITY OF BIXBY. PROJECT LENGTH = 0.000 MILES				
Change Order Type	SUPPLEMENTAL AGREEMENT				
Zero Dollar Change Order	NO		Status	Draft	

General Change Order Description(s): This change order creates two new pay items to compensate the Contractor for changes to the plans required after letting. After letting and award it was determined that the controller assembly did not include a battery backup option. The addition of the battery backup to the controller assembly required a larger controller cabinet. This new item is for the upgrade and the originally bid cabinet combined and will be used at all eight planned locations. Secondly, it was desired to interconnect the intersection at 131st and Mingo. The signal system at this location is new and will only require a wireless communication device.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
33315(04)	0110	0300	824(C)7400	EA	\$38,000.00	8.00	8.00	-8.00	0.00	
	Item Description: (SP)CABINET									This Change: \$-304,000.00
	Supplemental Description 1:									Prev Revised: \$304,000.00
	Supplemental Description 2:									New Revised: \$0.00
										Bid Contract: \$304,000.00
										Net Change: \$-304,000.00
										PCT Change: -100 %
	Explanations: This line item will not be used on the project. It has been included in the unit price of 8001 (SP) Cabinet (Reclassified).									
33315(04)	8000	0300	823 6120	EA	\$2,393.00	0.00	0.00	1.00	1.00	
	Item Description: WIRELESS SIGNAL COMMUNICATION SYSTEM									This Change: \$2,393.00
	Supplemental Description 1: Wireless communication upgrade for existing controller									Prev Revised: \$0.00
	Supplemental Description 2: system located at 131st and Mingo.									New Revised: \$2,393.00
										Bid Contract: \$0.00
										Net Change: \$2,393.00
										PCT Change: 100.00 %
	Explanations: This item will be installed at 131st and Mingo only, and requires no modifications to the controller assembly or cabinet.. The approved product literature is attached.									
33315(04)	8001	0300	824(C)7400	EA	\$50,280.00	0.00	0.00	8.00	8.00	
	Item Description: (SP)CABINET									This Change: \$402,240.00
	Supplemental Description 1: (Reclassified) Larger cabinet housing Econolite 332s BBU									Prev Revised: \$0.00
	Supplemental Description 2: To include Alpha battery backup standalone UPS model 195XTV.									New Revised: \$402,240.00
										Bid Contract: \$0.00
										Net Change: \$402,240.00
										PCT Change: 100.00 %
	Explanations: This item will be used at all 8 locations shown on the plans- 111th and Mingo; 121st and Memorial; 131st and Memorial; 146th and Memorial; 148th and Memorial; 151st and Memorial; Stadium Road and Memorial; and 161st and Memorial. The Original Cabinet line item has been upgraded to include battery backup units and a larger cabinet to house the additional hardware. The cost breakdown for the upgrade has been provided and is \$12,280 for each cabinet. This value has been added to the original bid price of the cabinets in the contract of									

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
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\$38,000.00 each. When added together, the new value for cabinets with upgrades are \$50,280.00 Each. The upgrade item will be paid in place of the original contract items (SP) Cabinet. The approved battery backup system and larger cabinet literature and specifications are attached.

TOTAL VALUE FOR CHANGE ORDER 001 : \$100,633.00

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	220109	Primary County	TULSA	Primary PCN	33315(04)
Change Order Nbr	001	Project	STP-272N(360)IG		

Prime Contractor's Section

As the duly authorized representative of TRAFFIC & LIGHTING SYSTEMS, 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.

P.E. Seal

Respectfully requested by:

Department Personnel

Approval Date

Signature

Contract ID	220109	Primary County	TULSA	Primary PCN	33315(04)
Change Order Nbr	001	Project	STP-272N(360)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
Transportation

Contract ID : 220109

Cost Breakdown For Differing Site Conditions, Changes & Extra Work

Project No. : STP-272N(360)IG

Date

April 25, 2022

County: TULSA

Contractor : TLS

Description of Work : CABINET UPGRADES

1	Labor Total (Refer to Attachment A)			\$6,816.00
	a) Labor Overhead & Profit	%	25.00%	\$1,704.00
2	Material Total (Refer to Attachment B)			\$67,658.56
	a) Material Overhead & Profit	%	20.00%	\$13,531.71
3	Equipment Total (Refer to Attachment C)			\$4,177.92
	a) Equipment Additional Administrative Costs & Profit	%	20.00%	\$835.58
4	a) Bonds	%	1.00%	\$786.42
	b) Property Damage & Liability Insurance	%	2.01%	\$137.00
	c) Workers Compensation	Rate/\$100 of Payroll	6.59%	\$449.17
	d) Unemployment Insurance Contribution	%	3.80%	\$259.01
	e) Social Security Taxes	%	7.65%	\$521.42
	f) Employee Fringe Benefits	%	20.00%	\$1,363.20
	4. SECTION TOTAL			\$3,516.23
5	Subcontracted Work Total			\$0.00
	a) Prime Contractor Overhead on Subcontracted Work	%	10.00%	\$0.00
6	Work of a Non-Highway Construction Nature			
	a) Prime Contractor Overhead on Subcontracted Work	%	10.00%	\$0.00
7	Total Cost of Work			\$98,240.00
	a) Unit Price	\$12,280.00	Quantity	8.00
			Units	EA
				\$98,240.00

Attachment A - Labor Total

Contract: 220109

Description: CABINET UPGRADES

			Total	Total for Each
Labor Classification	No.	Rate/Hour	Hours	Labor Class
Foreman	1.00	\$35.00	48.00	\$1,680.00
Operator	1.00	\$25.00	48.00	\$1,200.00
Laborer	2.00	\$20.00	48.00	\$1,920.00
Technician	1.00	\$42.00	48.00	\$2,016.00
		Labor Total		\$6,816.00

Contract: 220109

[illegible]



Adjustments for JENNIFERSULLIVAN4 in All Saved Models

January 22, 2018

Miscellaneous LEVEL 2 22.5

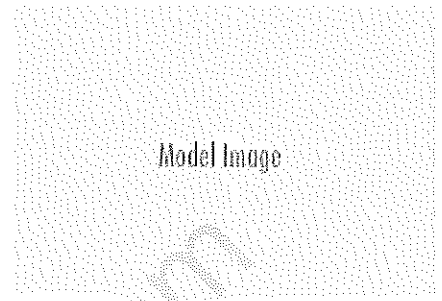
Fixed Gooseneck Equipment Trailers

Size Class:

All

Weight:

8,908 lbs.



Configuration for LEVEL 2 22.5

Deck Length	14' - 18'	Deck Type	Level
Capacity	22.5 t	Number of Axles	2

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,120.00	\$315.00	\$79.00	\$12.00	\$5.30	\$11.66
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 99.8%)	(\$2.24)	(\$0.63)	(\$0.16)	(\$0.02)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$1,117.76	\$314.37	\$78.84	\$11.98	\$5.30	\$11.65

Non-Active Use Rates

	Hourly
Standby Rate	\$4.13
Idling Rate	\$6.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	\$481.60/mo
Overhaul (ownership)	35%	\$392.00/mo
CFC (ownership)	5%	\$56.00/mo
Indirect (ownership)	17%	\$190.40/mo

Fuel cost data is not available for these rates.

Revised Date: 1st Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for JENNIFER SULLIVAN (jsullivan@lsokc.com)

Adjustments for Ford F250 Foreman truck in All Saved Models

February 18, 2022

Ford F-250

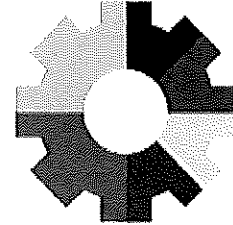
On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

N/A



Configuration for F-250

Axle Configuration	4.0 X 4.0	Cab Type	Crew
Horsepower	385.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$910.00	USD \$255.00	USD \$64.00	USD \$10.00	USD \$28.82	USD \$33.99
Adjustments						
Region (Oklahoma: 96%)	(USD \$36.40)	(USD \$10.20)	(USD \$2.56)	(USD \$0.40)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (118%)	USD \$157.25	USD \$44.06	USD \$11.06	USD \$1.73		
Hourly Operating Cost (57.99999999999999%)					(USD \$12.10)	
Total:	USD \$1,030.85	USD \$288.86	USD \$72.50	USD \$11.33	USD \$16.72	USD \$22.57

Non-Active Use Rates

Standby Rate	Hourly	USD \$4.45
Idling Rate		USD \$19.92

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD \$546.00/mo
Overhaul (ownership)	24%	USD \$218.40/mo
CFC (ownership)	3%	USD \$27.30/mo
Indirect (ownership)	13%	USD \$118.30/mo
Fuel (operating) @ USD 3.32	84%	USD \$24.25/hr

Revised Date: 1st quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for JUSTIN MUDGE
(jmudge@tlsokc.com)

Adjustments for JENNIFERSULLIVAN7 in All Saved Models

January 22, 2018

Miscellaneous 4X2 6KGVW GAS

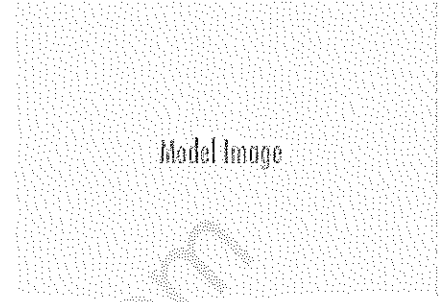
On-Highway Flatbed Trucks

Size Class:

6,001 - 10,000 GVW

Weight:

3,700 lbs.



Configuration for 4X2 6KGVW GAS

Power Mode	Gasoline	Horsepower	180
Axle Configuration	4X2	Maximum Gross Vehicle Weight	6000 lbs

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$620.00	\$175.00	\$44.00	\$7.00	\$18.05	\$21.57
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 99.5%)	(\$3.10)	(\$0.87)	(\$0.22)	(\$0.03)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$616.90	\$174.13	\$43.78	\$6.97	\$18.05	\$21.56

Non-Active Use Rates

Hourly

Standby Rate	\$2.38
Idling Rate	\$17.72

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$310.00/mo
Overhaul (ownership)	32%	\$198.40/mo
CFC (ownership)	6%	\$37.20/mo
Indirect (ownership)	12%	\$74.40/mo
Fuel (operating) @ 2.35	79%	\$14.21/hr

Revised Date: 1st Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for JENNIFER SULLIVAN (jsullivan@tsokc.com)

Adjustments for JENNIFERSULLIVAN7 in All Saved Models

January 22, 2018

Miscellaneous 4X2 6KGVW GAS

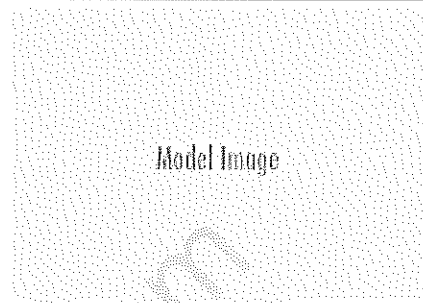
On-Highway Flatbed Trucks

Size Class:

6,001 - 10,000 GVW

Weight:

3,700 lbs.



Configuration for 4X2 6KGVW GAS

Power Mode	Gasoline	Horsepower	180
Axle Configuration	4X2	Maximum Gross Vehicle Weight	6000 lbs

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$620.00	\$175.00	\$44.00	\$7.00	\$18.05	\$21.57
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017:99.5%)	(\$3.10)	(\$0.87)	(\$0.22)	(\$0.03)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$616.90	\$174.13	\$43.70	\$6.97	\$18.05	\$21.56

Non-Active Use Rates

	Hourly
Standby Rate	\$2.38
Idling Rate	\$17.72

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$310.00/mo
Overhaul (ownership)	32%	\$198.40/mo
CFC (ownership)	6%	\$37.20/mo
Indirect (ownership)	12%	\$74.40/mo
Fuel (operating) @ 2.35	79%	\$14.21/hr

Revised Date: 1st Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for JENNIFER SULLIVAN (jsullivan@tloskc.com)

Adjustments for JENNIFERSULLIVAN3 in All Saved Models

January 22, 2018

Miscellaneous BBIA40

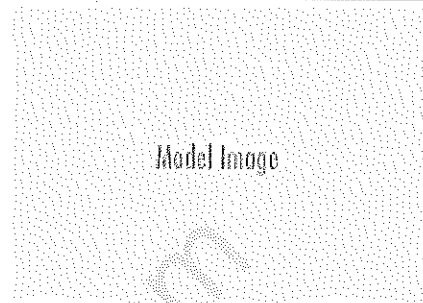
Articulating Boom Aerial Lifts For Truck Mounting

Size Class:

31 - 40 ft

Weight:

3,340 lbs.



Configuration for BBIA40

Material Handling	No	Boom Configuration	Overcenter
Maximum Platform Height	31 ft - 40 ft	Platform Capacity (1 Man)	312 lbs

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,205.00	\$335.00	\$84.00	\$13.00	\$2.85	\$9.70
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$1,205.00	\$335.00	\$84.00	\$13.00	\$2.85	\$9.70

Non-Active Use Rates

	Hourly
Standby Rate	\$5.34
Idling Rate	\$6.85

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	65%	\$783.25/mo
Overhaul (ownership)	22%	\$265.10/mo
CFC (ownership)	5%	\$60.25/mo
Indirect (ownership)	8%	\$96.40/mo

Fuel cost data is not available for these rates.

Revised Date: 1st Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for JENNIFER SULLIVAN (jsullivan@tloskc.com)



OKLAHOMA
Transportation

Contract ID : 220109

Cost Breakdown For Differing Site Conditions, Changes & Extra Work

Project No. : STP-272N(360)IG

Date

May 10, 2022

County: TULSA

Contractor : TLS

Description of Work : WIRELESS COMMUNICATIONS

1	Labor Total (Refer to Attachment A)			\$336.00	✓
	a) Labor Overhead & Profit	%	25.00%	\$84.00	✓
2	Material Total (Refer to Attachment B)			\$1,266.53	✓
	a) Material Overhead & Profit	%	20.00%	\$253.31	✓
3	Equipment Total (Refer to Attachment C)			\$250.08	✓
	a) Equipment Additional Administrative Costs & Profit	%	20.00%	\$50.02	✓
4	a) Bonds	%	1.00%	\$18.50	✓
	b) Property Damage & Liability Insurance	%	2.01%	\$6.75	
	c) Workers Compensation	Rate/\$100 of Payroll	6.59%	\$22.14	
	d) Unemployment Insurance Contribution	%	3.80%	\$12.77	
	e) Social Security Taxes	%	7.65%	\$25.70	
	f) Employee Fringe Benefits	%	20.00%	\$67.20	
	4. SECTION TOTAL			\$153.07	✓
5	Subcontracted Work Total			\$0.00	
	a) Prime Contractor Overhead on Subcontracted Work	%	10.00%	\$0.00	
6	Work of a Non-Highway Construction Nature				
	a) Prime Contractor Overhead on Subcontracted Work	%	10.00%	\$0.00	
7	Total Cost of Work			\$2,393.00	✓
	a) Unit Price	\$2,393.00	Quantity	1.00	
			Units	EA	
				\$2,393.00	✓

Attachment A - Labor Total

Contract: 220109

Description: WIRELESS COMMUNICATIONS

			Total Hours	Total for Each Labor Class
Labor Classification	No.	Rate/Hour		
Technician	1.00	\$42.00	8.00	\$336.00

[illegible]

Attachment B - Material Total

Contract: 220109

Description:	WIRELESS COMMUNICATIONS
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Material	Item Unit	Contractor's Cost	Quantity	Material Amount
Sierra Wireless Airlink Cellular Modem	EA	\$879.20	1.00	\$879.20
Power Supply	EA	\$20.00	1.00	\$20.00
Airgain Double Antenna	EA	\$157.50	1.00	\$157.50
Cat 5e Patch Cable	EA	\$7.92	12.00	\$95.04
			SUBTOTAL	\$1,151.74
		TAX	9.967%	\$114.79
		Material Total		\$1,266.53

Attachment C - Equipment Total

Contract:

220109

Description:

WIRELESS COMMUNICATIONS

Equipment Type	No.	Cost/Hour	Total Hours	Amount For Each Type
On-Highway Flatbed Truck, 4 x 2, F-550 (Bucket Truck)	1.00	\$21.56	8.00	\$172.48
Articulating Boom, Aerial Bucket Lift, 31'-40'	1.00	\$9.70	8.00	\$77.60

[illegible]



Quotation

3/15/2022

To:

Estimator	Quote Name: Bixby, Ok US 64 & Memorial Corridor Project Reference: Econolite Reference: Q-07899-Q9Y8
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Item #	Part	Qty	Description	Tariff	Price per	Extended
1	STCAB2957	8	332 SIL AG/WHT CAB TULSA 2017 CHANGES	\$52.76	\$15,280.00	\$122,240.00
2	COBRM211101 10000	8	COBALT G-SERIES RACKMOUNT, WITH PWR CORD, NO DATA KEY, NO COMM CARD	\$24.10	\$3,950.00	\$31,600.00

SubTotal	\$153,840.00
Shipping & Handling*	
Taxes**	\$0.00
Tariffs**	\$614.88
TOTAL	\$154,454.88

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 30

FOB: Econolite Factory

Terms: NET30

*Ship Terms: PPD&ADD

**Taxes and Tariffs Estimated (if included)

Tully McCrory

Tully McCrory, Account Manager

Mobile: +1 9183990502

tmccrory@econolite.com

Shipping Date: To be determined at time of receipt of order

P. O. Box 11605 Rock Hill, SC 29731

econolite.com/feedback



Quotation

3/15/2022

To:

Estimator	Quote Name: Bixby, Ok US 64 & Memorial Corridor Project Reference: Econolite Reference: Q-07899-Q9Y8
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Item #	Part	Qty	Description	Tariff	Price per	Extended
1	STCAB2958	8	332S EXT SIL-AG/WHT CAB TULSA 2017 CHANGES	\$53.54	\$17,175.00	\$137,400.00
2	COBRM211101 10000	8	COBALT G-SERIES RACKMOUNT, WITH PWR CORD, NO DATA KEY, NO COMM CARD	\$24.10	\$3,950.00	\$31,600.00

SubTotal	\$169,000.00
Shipping & Handling*	
Taxes**	\$0.00
Tariffs**	\$621.12
TOTAL	\$169,621.12

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 30

FOB: Econolite Factory

Terms: NET30

*Ship Terms: PPD&ADD

**Taxes and Tariffs Estimated (if included)

Tully McCrory

Tully McCrory, Account Manager

Mobile: +1 9183990502

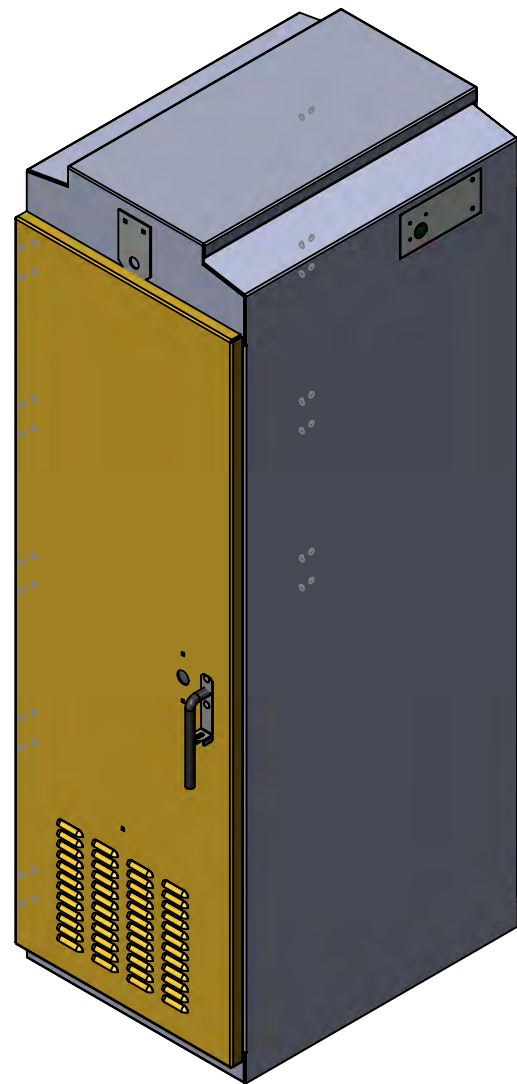
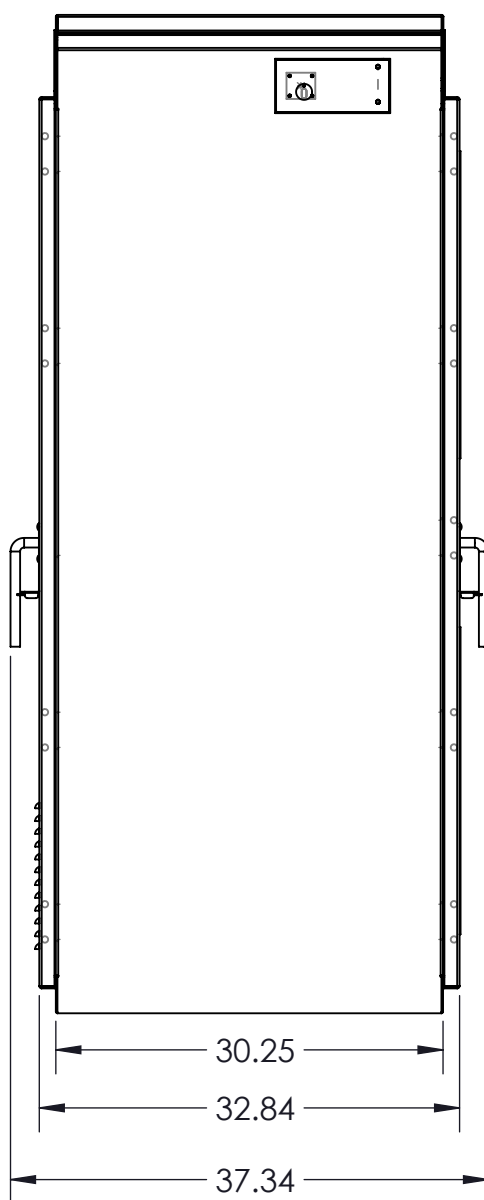
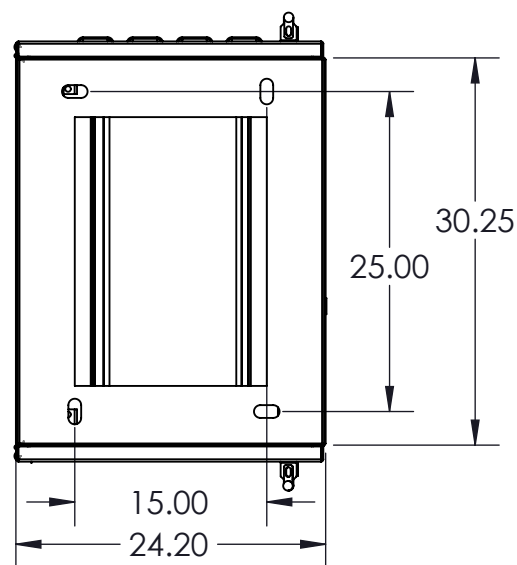
tmccrory@econolite.com

Shipping Date: To be determined at time of receipt of order

P. O. Box 11605 Rock Hill, SC 29731

econolite.com/feedback

B



A

A

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
DEBURR AND BREAK ALL SHARP EDGES
PART MUST BE FREE OF ANY FOREIGN
CONTAMINANTS

<u>TOLERANCE</u>	
DECIMAL:	X ± .05 XX ± .03 XXX ± .015
ANGULAR:	± 0°30'
HOLES:	UNDER 1" = +.003 / -.002

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DO NOT SCALE DRAWING

ECONOLITE

1250 N. Tustin Ave Anaheim, CA 92807

TITLE

332S EXTENDED CABINET

SIZE	CAGE CODE	DRAWING NO.	REV.
D	0FEW7	332S CAB	1
SCALE:		CAD FILE:	
NONE			Sheet 1 OF 1

Gades Sales Company, Inc.

Oklahoma Branch

P.O. BOX 9003

Wichita, KS 67277

Phone: 405-206-5888

Email: Bheim@gadestraffic.com

www.gadestraffic.com

TO: John Fissel
TLS/Tulsa

DATE:

22-Apr-22

TERMS:

Net 30

Delivery

16 - 24 Weeks ARO

FOB:

Tulsa, OK

SALESPERSON:

Bill Heim

QUOTE # Alpha Stand Alone UPS System

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Gades Sales Company, Inc.. Accepted payment methods are cash, check or ACH. Credit card payments are accepted with a 4% convenience fee added to the invoice total. Prices are based on cost and conditions on the date of the quotation and are subject to changes by Gades Sale Company, Inc. before final acceptance.

Quantity	Description	Price Each	Extended
8	Alpha Technologies Stand Alone UPS System	\$5,795.00	\$46,360.00
8	0170024-001, FXM-HP1100 UPS, 1100W/VA		
8	026-053-33, AOES6 Enclosure with gen option		
32	1810228, AlphaCell 195XTV Battery, 12V, 100Ah		

notes: Above Prices Include Shipping

Quote Valid For 60 Days

Quote Valid for 30 days

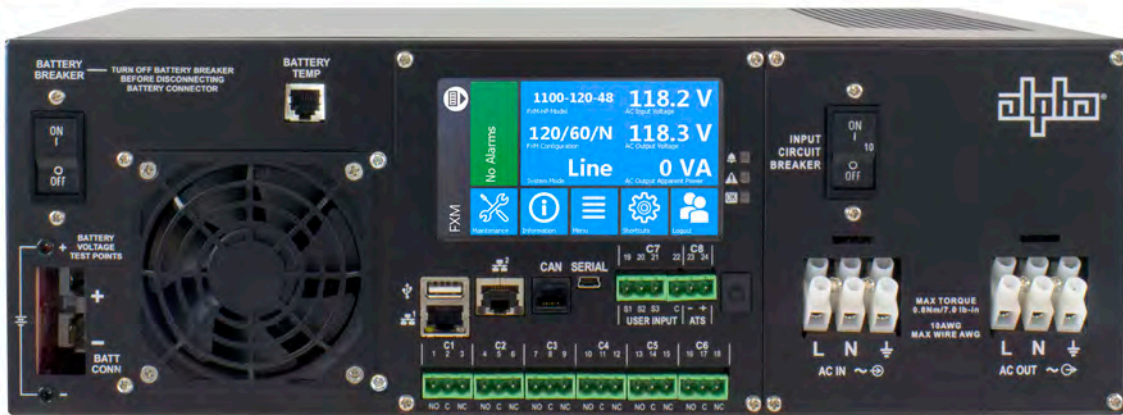
Bill Heim



an EnerSys® company

FXM HP 1100

Rugged UPS Module



- 1100W/VA UPS designed to operate in extreme environments and provide maximum flexibility
- Advanced next-generation control and monitoring platform with high resolution color touchscreen LCD display with advanced local UI
- Built-in data loggers to monitor performance logs, user configurable alarms and advanced equation editing for custom data and actions
- Integrated USB host for local firmware upgrades, configuration updates, backup, restoration and cloning
- Wide range Automatic Voltage Regulation (AVR) lengthens battery life by providing protection without transferring to backup mode during voltage surge or sag
- Independently programmable control and reporting dry contacts allow monitoring and controlling of key functions

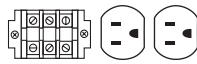
The FXM HP UPS continues the longstanding excellence in Battery Backup Systems by ensuring equipment in security, communications, traffic, industrial environments, and many other critical applications remains safe and protected from power disturbances and outages.

Thanks to its powerful programmable temperature compensated battery charger, the FXM UPS is capable of providing the runtime and extended battery life you need. The FXM HP colored LCD touchscreen display provides access to multiple configurable tabs for quick system status, overview and configuration without the need of a laptop.

Multiple communication ports including two Ethernet connections permits simultaneous local craft access as well as permanent LAN/WAN connectivity. A USB key may also be used to quickly backup and restore site configuration settings and data logs. Enhanced security using modern encryption technology ensures proper authentication and privacy for remote connection with the UPS. Environmental conditions and other equipment can be monitored via a single IP interface via CAN port using Alpha® Analog Digital Input Output (ADIO) devices.

FXM HP 1100 Rugged UPS Module

Electrical	
120VAC Model	
Battery:	String Voltage: 48VDC Battery Breaker Rating: 50A Maximum Charging Current: 15A
Input:	Nominal Voltage: 120VAC Voltage Range: 85 to 171VAC Frequency: 50Hz or 60Hz (Autodetect Frequency is the default configuration, can also be manually configured.) ±5% Maximum Current: 15A (@ Nominal voltage and max battery charging current) AC Breaker Rating: 20A
Output:	Waveform: Pure sinewave Nominal Voltage: 120VAC Voltage Regulation: ±10% on line mode, ±2% on inverter mode Power at 50°C: 1100W/VA Frequency: Output frequency = Input frequency Frequency Tolerance, Backup Mode: ±0.3 Hz
230VAC Model	
Battery:	String Voltage: 48VDC Battery Breaker Rating: 50A Maximum Charging Current: 15A
Input:	Nominal Voltage: 210/220/230/240VAC Voltage Range: 153 to 322VAC Frequency: Nominal: 50Hz or 60Hz (Autodetect Frequency is the default configuration, can also be manually configured.) ±5% Current: 8A (@ Nominal voltage and max battery charging current) Input Breaker Rating: 10A
Output:	Waveform: Pure sinewave Nominal voltage: 210/220/230/240VAC (same as input) Voltage regulation: ±10% on line mode, ±2% on inverter mode Power at 55°C: 1100 @ 220/230/240V Frequency: Output frequency = Input frequency Frequency Tolerance: Backup Mode: ±0.3 Hz
Communication Interface	
Protocol:	SNMP: SNMP v3 via Ethernet. Compatible with subscription and discovery services TCP/IP: IPv4 or IPv6 Email: SMTP via Ethernet
Security:	Password: 256-bit Encryption Secured Web Interface: SSL for HTTPS
Display:	Full graphic LCD, 480x272 pixels, Resistive touch screen
Ports:	• 2 x RJ45: Ethernet • 1 x RJ11: Battery Temperature Compensation • 1 x RJ12: for Alpha CAN devices • 1 x USB-A: For upgrades or file management via a standard USB flash drive • 1 x USB-Mini B: For soft shutdown using MegaTec protocol complaint client
Indicators:	• Solid Green: Line Mode, • Flashing Green: Inverter mode • Yellow/Amber: Minor alarms • Red: Major/Critical alarms
Dry Contacts:	Programmable NO/NC (250VAC, 1A)*, 3 user inputs, ATS
Factory Default:	• C1: On Battery • C2, C3: Low Battery + No Line • C4: Load Shed Timer 1 • C5: Alarm • C6*: 48VDC @ 500mA • C7: User Inputs • S1: Self test • S2: User Input • S3: Shutdown(EPO) • C8: ATS (48VDC @ 10mA)
* C6 is factory configurable only	

Mechanical		
Dimensions:	mm: 133H x 394W x 222D inches: 5.22H x 15.5W x 8.75D	
Weight:	14kg/31lbs	
Environmental		
Operating Temp Range*:	-40 to 74 °C (-40 to 165 °F)	
Humidity:	Up to 95% (non condensing)	
Altitude (m/ft):	Up to 3700 (12,000)**	
Audible noise @ 25 °C***:	45dBa @ 1 meter (39in)	
MTBF (hours):	250K + as per Telcordia SR-332, 100% duty cycle, full load, @ 40 °C	
BTU/Hr:	Normal mode:	120VAC Model: 18Watts/61.42BTU/HR 230VAC Model: 30Watts/102.36BTU/HR
	Backup mode:	120VAC Model: 187.56Watts/640BTU/HR 230VAC Model: 197.82Watts/675BTU/HR
*120VAC module derates after 50 °C (122 °F). 230VAC module derates after 55 °C (131 °F) @220/230/240V. Derates 1.4% per °C past listed temperature range until a maximum of 74 °C. Refer to manual for non listed voltage settings. **Derates 2 °C per 300m (1000ft) above 1400m (4500ft) *** Measured at 25 °C ambient temperature		
Performance		
Typical Output Voltage THD (resistive load):	120VAC Model: <3% 230VAC Model: <3.5%	
Typical Efficiency* (resistive load):	120VAC Model: 98% 230VAC Model: 97%	
Typical Transfer Time:	<5ms	
Load Crest Factor:	3:1 (load dependent)	
Lightning/Surge Protection:	ANSI/IEEE C62.41.2:2002, Criteria A & B	
*At nominal AC Input, full load and at 25 °C ambient temperature		
Power Connector Options		
120VAC Model		
Input:	Output:	
Standard (0170024-001)	 Terminal Block	 Terminal Block
Optional (0170024-002)	 Terminal Block	 Terminal Block + Dual 5-15R
230VAC Model		
Standard (0170024-101)	 Terminal Block	 Terminal Block
Agency Compliance		
Electrical Safety:	UL 1778, CAN/CSA-C22.2 No. 107.3, EN 62040-1**	
Marks:	 	
EMC:	CFR Title 47 FCC Part 15 – Class A, ICES-003 – Class A, EN 62040-2 – UPS Category C2**	
RoHS:	Yes	
**Applies to 230VAC version only		

SE48-1616

48" Outdoor Traffic BBS Enclosure



Your Power Solutions Partner

- Traffic grade aluminum enclosure protects battery backup power systems from outdoor elements
- Various mounting options (including pole-mount) provide a flexible solution for traffic applications
- Large sun shield reduces solar heat load inside the cabinet
- Thermostat controlled fan and louvered vents ensure reliable operation in high temperatures
- 180° stainless steel piano hinged door with two locking open positions makes internal component installation and maintenance easy and convenient
- Three-point latching mechanism with Corbin Type 2 lock (or optional Best lock) for maximum security

The Alpha SE48-1616 Outdoor Enclosure is designed to protect traffic industry battery backup power system components from harsh outdoor elements. The rugged enclosure is made of 0.125" aluminum and designed to easily accommodate an Alpha uninterruptible power supply (UPS) module, Alpha transfer switches, and up to four AlphaCell™ 195 GXL, 220 GXL, 3.5HP or 4.0HP batteries with room for additional components that may be required for your application. The SE49-1616 is an outdoor rated (NEMA 3R) enclosure. Features include: stainless steel door handle, integrated lock and latch, integrated document holder and an angled generator plug with water tight generator door (generator plug option). Additional options and accessories are available (see listing on reverse).



SE48-1616

Consult your Alpha representative for P/N configurations

MECHANICAL

Dimensions:

mm: 1220H x 419W x 419D
 inches: 48H x 16.5W x 16.5D

Weight: 34kg (75lbs)

Construction: High strength corrosion resistant aluminum

Finish: Natural aluminum

Equipment space: 8RU space (without generator inlet) with two
 (2) battery shelves

Equipment rails: EIA standard 19" (vertical)

Cable entrance: Bottom of enclosure: 1 x 76mm (3") dia.
 knock-out

HARDWARE

Hinge type: Stainless steel piano hinge

Door prop: Aluminum rod, 2 locking open positions

Handle: Stainless steel handle with padlock fitting for
 extended life and improved look

Door latch: 3 point latch with integrated Corbin Type 2
 lock (or optional Best lock) for maximum
 security

HVAC

Cooling: Thermostat controlled 48Vdc fan, 100 cfm or
 better, ON at 49°C (120°F) Off at 32°C (89°F)

Ventilation: Door installed louvers

ENVIRONMENTAL

Temperature:

Operating: -40 to 46°C (-40 to 115°F)
 Storage: -40 to 85°C (-40 to 185°F)

INSTALLATION

Access: Removable bottom shelf for easy wiring
 access

MAINTENANCE

Door installed louver: Equipped with washable filter

Other: Bug screen protected top vent

ENCLOSURE OPTIONS

Mounting: Side mount (standard) - designed to mount to
 the side of most traffic enclosure cabinets
 Ground mount kit (optional)
 Pole mount kit (optional)

SYSTEM SPECIFICATIONS (AS SHOWN)

- 2 Battery shelf with 4x AlphaCell 220GXL batteries
- FXM1100 UPS
- Universal automatic transfer switch
- Universal generator transfer switch

System Options

- Generator support: locking generator access door and L5-30 F1 plug
- Tamper switch
- Tilt switch
- AlphaGuard™ battery balancer
- Door activated interior light
- Battery heater mats
- "On Battery" indicator light

AGENCY COMPLIANCE

CSA/UL, CE: UL50E/C22.2 No.94

NEMA rating: 3R

AlphaCell™ XTV

AGM Top-Terminal Batteries



Your Power Solutions Partner

- Extreme temperature Absorbed Glass Mat (AGM) technology
- Superior cold temperature performance for outdoor applications
- Longer runtimes help increase network reliability
- Multiple models provide options for all network architectures
- Power density gains allow more runtime from smaller sized battery
- Extended service life for non-temperature controlled outdoor enclosures
- Full 5-year replacement warranty*



The AlphaCell XTV Battery line is specifically designed for extreme outdoor temperature applications. It's virgin lead-alloy grids minimize corrosion and maximize life expectancy. Patented Computerized Charge/Discharge System (CCDS) provides 100% out-of-box runtime capacity. Strategic global manufacturing and distribution locations available with non-spillable transportation ratings. Optimized for remote advanced status monitoring.

*When used with Alpha approved power supplies and enclosures in USA and Canada. For other regions see manual for details



AlphaCell XTV Extreme Temperature Batteries

NOMINAL SPECIFICATIONS					
Battery Models		100XTV	150XTV	195XTV	240XTV
P/N		1810226	1810227	1810228	1810229
Operating Temperature Range (w/ Temperature Compensation)		-40 to 60°C / -40 to 140°F (charger temperature compensation @ ±3.3mVpc per °C)			
Storage Temperature		-10 to 40°C (14 to 104°F)	-10 to 40°C (4 to 104°F)	-10 to 40°C (14 to 104°F)	-10 to 40°C (14 to 104°F)
Self Discharge		Battery can be stored up to 12 months at 25°C (77°F). Higher temperatures during storage will require more frequent recharge.			
Voltage Per Unit		12V	12V	12V	12V
Float Charge Voltage		13.5 to 13.8 Vdc average per 12V unit at 25°C (77°F)			
Refresh/Boost Charging Voltage		14.4 to 15.0 Vdc average 12V unit at 25°C (77°F)			
Maximum AC Ripple (Charger)		0.5% RMS or 1.5% of float recommended for best results. Maximum voltage allowed = 4% P/P			
Terminal Type		Threaded alloy insert terminal to accept M6 x 12mm bolt	Threaded alloy insert terminal to accept M6 x 20mm bolt		
Terminal Hardware Torque		13.6NM / 120in-lbs	13.6NM / 120in-lbs	13.6NM / 120in-lbs	13.6NM / 120in-lbs
Case Sizes		22NF	24	27	31
Dimensions	mm	207H x 228L x 138W	214H x 275L x 168W	214H x 322L x 169W	217H x 343L x 170W
	inches	8.17H x 9.01L x 5.46W	8.44H x 10.85L x 6.65W	8.43H x 12.71L x 6.67W	8.57H x 13.50L x 6.71W
Weight Approximate		17.7kg (39lbs)	25.4kg (56lbs)	30.5kg (67lbs)	32kg (75lbs)
Runtime Rating 25A (@ 25°C/77°F to 1.75Vpc)		100 minutes	150 minutes	195 minutes	240 minutes
Amp Hour Capacity 20Hr Rate (@ 25°C/77°F to 1.75Vpc)		56Ah	80Ah	100Ah	112Ah
Maximum Discharge Current		300A	800A	800A	850A
Short Circuit Current		1450A	1900A	2250A	2650A
Impedance 60Hz (approximate)		0.005Ω	0.0045Ω	0.0039Ω	0.0034Ω
Conductance Range Fully Charged New Battery (@ 25°C/77°F)		700 - 800	900 - 1100	1050 - 1250	1250 - 1550

Terminal hardware included with every battery

CONSTANT CURRENT NOMINAL RATINGS IN AMPS (@ 25°C / 77°F TO 1.75V PER CELL)										
Discharge Time (Hours)	1	2	3	4	5	6	8	10	12	20
100XTV	39.4	22.1	15.8	12.4	10.3	8.7	6.7	5.4	4.6	2.8
150XTV	53.0	30.6	21.6	16.8	13.9	11.9	9.3	7.7	6.5	4.0
195XTV	65.5	37.6	26.9	21.0	17.3	14.7	11.3	9.4	7.9	5.0
240XTV	81.7	45.5	32.1	25	19.8	16.6	13	10.5	9	5.6

ESTIMATED RUNTIME MINUTES USING XM3-918HP (DEDUCT 4-6% FOR LEGACY XM POWER SUPPLIES)																
90VAC @	4A				8A				12A				18A			
XTV Models	100	150	195	240	100	150	195	240	100	150	195	240	100	150	195	240
3 Batteries	280	401	506	581	133	190	245	289	81	117	153	188	47	69	92	118
6 Batteries	597	869	1083	1240	298	427	538	617	188	269	344	399	113	163	211	251
9 Batteries	914	1349	1673	1927	465	672	841	961	300	430	542	621	185	264	337	391

ESTIMATED RUNTIME MINUTES USING XM3-624HP (DEDUCT 4-6% FOR LEGACY XM, VMX, AND GMX POWER SUPPLIES)																
60VAC @	4A				8A				12A				18A			
XTV Models	100	150	195	240	100	150	195	240	100	150	195	240	100	150	195	240
3 Batteries	416	599	751	858	203	290	369	427	126	181	234	276	74	108	142	175
6 Batteries	869	1280	1588	1828	441	637	797	912	284	407	513	589	174	249	319	371
9 Batteries	1321	1941	2441	2832	681	995	1237	1419	444	661	803	918	278	398	503	577

Based on .92 cable plant factor @ 25°C / 77°F

Alpha Technologies Ltd.

For more information visit www.alpha.ca

Canada: Burnaby, British Columbia T: 604.436.5900 F: 604.436.1233
United States: Bellingham, Washington T: 360.647.2360 F: 360.671.4936

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member of The  Group™

Power

AlphaGuard™

Battery Charge Management System



- Extends battery life
- Replace single batteries, not the entire string
- Spreads charge voltage equally across batteries
- Compensates for battery differences as they age
- Optional status-monitoring communications-interface modules
- Safe unattended operation designed to CSA C22.2 No. 107.1 and UL 1778 Standards

AlphaGuard monitors and protects your batteries by spreading the charge voltage equally across all the batteries in the string, ensuring that every battery, whether old or new, is properly charged. With an ideal voltage always across each battery, life and runtime are optimized. Individual batteries in a string can be replaced as they fail, allowing batteries to be left in service longer. This stops the wasteful and costly practice of replacing batteries based on a scheduled maintenance programs or disposing of batteries that may have years of useful life left because one battery has failed.



AlphaGuard

The AlphaGuard employs a patented Charge Management Technology (CMT) to shuttle excess charge current to batteries requiring a greater charge, and is contained in a small plastic enclosure that installs directly on top of one the batteries in the string. A short service cable connects the AlphaGuard to each of the batteries in the string. Both 36VDC (3 battery) and 48VDC (4 battery) versions are available. One AlphaGuard is required per string.

An AlphaGuard configured with the optional voltage sense cabling and interface module (DSM, ESM, EDSM or External DOCSIS[®]) allows the AlphaGuard to interface with a status-monitoring module. Two AlphaGuard modules can be connected to an interface module. Refer to individual interface module documentation for additional information.

Models

AG-CMT-3:	AlphaGuard Charge Management SC, 36V String—including 36VDC battery interface cable
AG-CMT-4:	AlphaGuard Charge Management SC, 48V String—including 48VDC battery interface cable

Specifications

Configuration

Quantity:	One (1) AlphaGuard is required per battery string
Service Location:	With the battery string

Cabling

AG-S9-Cable:	AG-CMT-36/48SC Voltage Sense Cable, Single String, 9'
AG-D9-Cable:	AG-CMT-36/48SC Voltage Sense Cable, Two String, 9'
AG-S35-Cable:	AG-CMT-36/48SC Voltage Sense Cable, Single String, 35'
AG-D35-Cable:	AG-CMT-36/48SC Voltage Sense Cable, Two String, 35'



AlphaGuard Enclosure



AG-DSM-S9-Cable



AG-DSM-D9-Cable



AG-DSM-D35-Cable



AG-DSM-S35-Cable

Mechanical

Housing Material:	High impact plastic
Dimensions (in):	1.44H x 4.82W x 4.25D
(mm):	36H x 122W x 108D
Weight (lb):	0.8
(kg):	.36

Electrical

Batteries:	Individual 12VDC nominal batteries configured into 36 or 48VDC strings
Circuit Protection:	Single blow fuse, reverse polarity protected
Environmental:	-40 to 55°C (-40 to 131°F), 5 to 95% humidity
Quiescent Current Draw:	1mA max. (Current consumed by AlphaGuard after low voltage total shutdown)
Charge Management:	Most effective during float period of charge
Max. Current:	2A @ 25°C
Quality of Final Balance:	±100mV max. between any two (2) batteries
Charging Efficiency:	80 to 90%
Charge Balance:	±100mV typical
Low Voltage Cutoff:	34.5VDC/46VDC ±5%
Communication to XM2:	AlphaGuard configured DSM status monitoring card
Voltage Sense Regulation:	±100mV



Battery Ring Lug



Battery Cable
36V 6ft

Battery Cable
48V 6ft

Warranty

5 years

For more information visit www.alpha.com

Alpha Technologies	United States	Bellingham, Washington	Tel: 360 647 2360	Fax: 360 671 4936
	Canada	Burnaby, British Columbia	Tel: 604 430 1476	Fax: 604 430 8908

049-225-10-007 (11/06)

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MULTIMAX™

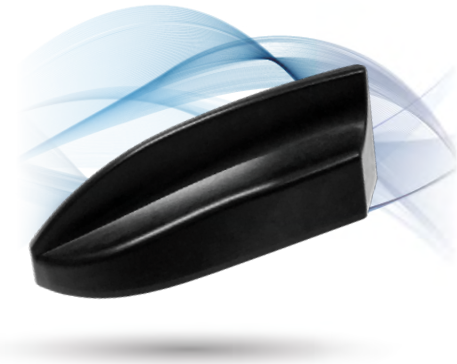
Up to 6-in-1 High Performance External IP65 Antenna

MULTIMAX is an IP65 outdoor antenna designed specifically to provide high performance connectivity for Fleet and Public Safety vehicles and assets connecting to almost any vehicular router or modem. This antenna offers up to two high gain cellular/LTE/MIMO antennas which support LTE Band 14 for FirstNet, up to three high gain dual band Wi-Fi antennas, and a GNSS antenna inside a single robust and compact housing.

- Up to 2 x Wideband Cellular/LTE Elements (MIMO)
- Up to 3 x 2.4 & 4.9-GHz Wi-Fi Elements (MIMO)
- Optional GNSS Element
- Up to six or less embedded antenna technologies that operate over multiple bands in one housing
- Leading LTE performance while in coexistence with multiple other embedded antenna technologies
- High gain provides bigger cellular footprint
- Must be mounted on metal
- Available in black or white
- US Patent 10109918

Descriptions/Applications

The MULTIMAX 4G antenna builds on the best in class RF performance, leading design features, and extended operational life of our highly successful Fleet and Public Safety Antenna products. This product line also offers a rugged low-profile design which gives you greater protection against all the natural hazards a vehicle faces including vibration, hot, cold, ice, salt, dirt, car washes, and tree branch sweeps. Our antennas typically outlast the life of a vehicle.



Optimal MIMO
Performance for LTE



Compact and Robust
UV Resistant Housing



IP65 Outdoor
Installation Ready



Customizable Cables
and Connectors to
Connect to Any Modem



GNSS



Low loss cable
accessories



Fast custom
turnaround time



Bolt Mount with
Adhesive Pad



Adhesive Mount



Magnetic Mount

Standard Configurations

Configuration	Cellular Elements	Wi-Fi Elements	GNSS	Part Number	Description
6-in-1	2	3	Yes	AP-MMF-CCWWWG-[x]-S222222-RP345-BL	MIMO Cell/LTE x 2, Wi-Fi x 3 & GNSS, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax
5-in-1	2	2	Yes	AP-MMF-CCWWG-[x]-S22222-RP34-BL	MIMO Cell/LTE x 2, Wi-Fi x 2 & GNSS, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax
4-in-1	1	2	Yes	AP-MMF-CCWG-[x]-S2222-RP3-BL	Cell/LTE x 1, Wi-Fi x 2 & GNSS, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax
3-in-1	2	0	Yes	AP-MMF-CCG-[x]-S222-BL	MIMO Cell/LTE x 2 & GNSS, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax
3-in-1	1	1	Yes	AP-MMF-CWG-[x]-S222-BL	Cell/LTE x 1, Wi-Fi x 1 & GNSS, SMA on Cell/LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax
3-in-1	0	3	No	AP-MMF-WWW-[x]-S222-RP-BL	Wi-Fi x 3, RP-SMA on Wi-Fi, Black, 15ft coax
2-in-1	2	0	No	AP-MMF-CC-[x]-S22-BL	MIMO Cell/LTE x 2, SMA on Cell/LTE, Black, 15ft coax
2-in-1	1	0	Yes	AP-MMF-CG-[x]-S22-BL	Cell/LTE x 1, SMA on Cell/LTE & GNSS, Black, 15ft coax
2-in-1	1	1	No	AP-MMF-CW-[x]-S22-BL	Cell/LTE x 1, Wi-Fi x 1, SMA on Cell/LTE, RP-SMA on Wi-Fi, Black, 15ft coax
2-in-1	0	2	No	AP-MMF-WW-[x]-S22-RP-BL	Wi-Fi x 2, RP-SMA on Wi-Fi, Black, 15ft coax
Single 4G Cellular	1	0	No	AP-MMF-C-[x]-S2-BL	Cell/LTE x 1, SMA on Cell/LTE, Black, 15ft coax
Single GNSS	0	0	Yes	AP-MMF-G-[x]-S2-BL	GNSS, SMA on GMSS, Black, 15ft coax
Single Wi-Fi	0	1	No	AP-MMF-W-[x]-S2-RP-BL	Wi-Fi x 1, RP-SMA on Wi-Fi, Black, 15ft coax

Mounting Options [x]	
Q	Threaded Bolt Mount
A	Adhesive Mount
M	Magnetic Mount

Also available in color white, customizable cable lengths up to 35 feet, and other variations.

Electrical Data

Frequency Range	Elements 1 up to 2	698-960/1700-2700 MHz	
	Elements 3 up to 5	2.4/4.9-6.0 GHz	
	Element 6 (optional)	1550~1610 MHz	
Operational Bands	Elements 1 up to 2	LTE/Cellular	
	Elements 3 up to 5	Wi-Fi	
	Element 6 (optional)	GPS L1/GALILEO E1/GLONASS G1/BeiDou B1/QZSS L1	
Peak Gain: Isotropic	Elements 1 up to 2	698-960 MHz	3 dBi
		1710-2700 MHz	6.5 dBi
	Elements 3 up to 5	2.4 GHz, 5.5 GHz	8 dBi, 7 dBi
	Element 6 (optional)	30.50 dBi	
Isolation	Elements 1 up to 2	> 10 dB	
	Elements 3 up to 5	> 30 dB	
Correlation Co-efficient	Elements 1 up to 2	< 0.1	

Environmental Data

Hazardous Substances	RoHS Compliant
Temperature	-55°C to 85°C (-67°F to +185°F) Operating and Storage conformance to MIL-STD-810G Method 501.5
Humidity (Non-Condensing)	5% to 96% Operating and Storage conformance to IEC 60068
Water Ingress	IP65
Military Spec	MIL-STD 810 conformance to vibration

Mounting Data

Dimensions	Height	2.47" (62.6mm)
	Width	2.44" (62.1mm)
	Length	6.34" (161mm)
Color	Black (BL) or White (WH)	

Cable Data- Cell/LTE

Type	CFD195 Low Loss
Diameter	0.195" (4.953 mm)
Length	1 feet (0.3 m)
Termination	SMA Male

Cable Data- Wi-Fi

Type	CFD195 Low Loss
Diameter	0.195" (4.953 mm)
Length	1 feet (0.3 m)
Termination	RP-SMA Male

Cable Data- GNSS

Type	RG-174U
Diameter	0.100" (2.54 mm)
Length	1 feet (0.3 m)
Termination	SMA Male

GNSS Data - Ceramic Patch Antenna Specification

Bandwidth	1561 – 1602 MHz
Gain@Zenith	2.5 dBi
Polarization	R.H.C.P.
Axial Ratio	3.0 dB Typ.

GNSS Data - LNA Specification

Noise Figure	1.2 dB
Gain	28 dBi
Voltage	3.3V~5.6V
Current	9.6±1mA@3.3V



Quote

Industrial Networking Solutions
 3321 Essex Dr, Richardson, TX 75082
 Phone: 972-248-7466 Fax: 972-248-9533
www.industrialnetworking.com

Date	Quote #
3/15/2022	INS-168310

Page 1 of 2

To:	Phone#:
Traffic & Lighting Systems LLC : David Willis	(405) 524-1341

E-mail:
d.willis@tlsokc.com

Terms	Ship Via	FOB	Valid Until	Sales Rep
Net 30			4/14/2022	Allen, Mark

Project Name / Number	Inside Sales Rep
	De Alba, Sebastian V

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended
1	MP70-LTEA-PRO-WIFI-NA-DC	8	Sierra Wireless AirLink MP70 LTEA PRO FirstNet Ready Advanced Cellular Mobile Router for North America [Verizon, AT&T]. Includes DC Power Cable, 1 x Precision GPS Receiver, 4 x 10/100/1000 Base TX Ethernet Port, 1 x RS232 Serial Port, and 1 x USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection, 5x Configurable I/O, 7-36 VDC Power Input. (Manufacturer Part Number 1104073) ***** Item Available While Supplies Last *****	June-July	879.20	7,033.60
2	2000579	8	Sierra Wireless AC-12VDC Power Supply for RV50, GX, ES, MP and LX Series Cellular Modems. (Replacement for SKU: 2700384/2000492)	INS Stock	20.00	160.00
3	AP-MMF-CC-Q-S2 2-BL-15	8	Airgain Double Cellular LTE MULTIMAX FV Sharkfin Antenna, Bolt Mount, Black, 15 FT Cabling With SMA Male Connectors.	1-3 weeks	157.50	1,260.00
4	M8B5E-BE-BEBE-002M-SHLD	96	Shielded CAT 5e Patch Cable, RJ45-RJ45 with Boots, Blue, 2 Meter.		7.92	760.32



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Page 2 of 2

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended

					Total	\$9,213.92
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All pricing is in US Dollars. Non freight-collect shipping charges will be prepaid and added to the invoice. Freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Any taxes included on the quotation are an estimate only and are subject to change based on the local and state tax rates applied for the location of the purchase. Customers located in RI and VT are responsible for payment of all sales/use taxes that may be applicable in their state.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: <http://www.industrialnetworking.com/Support-Policy>

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied to the billing.



AirLink® MP70 High Performance Vehicle Router

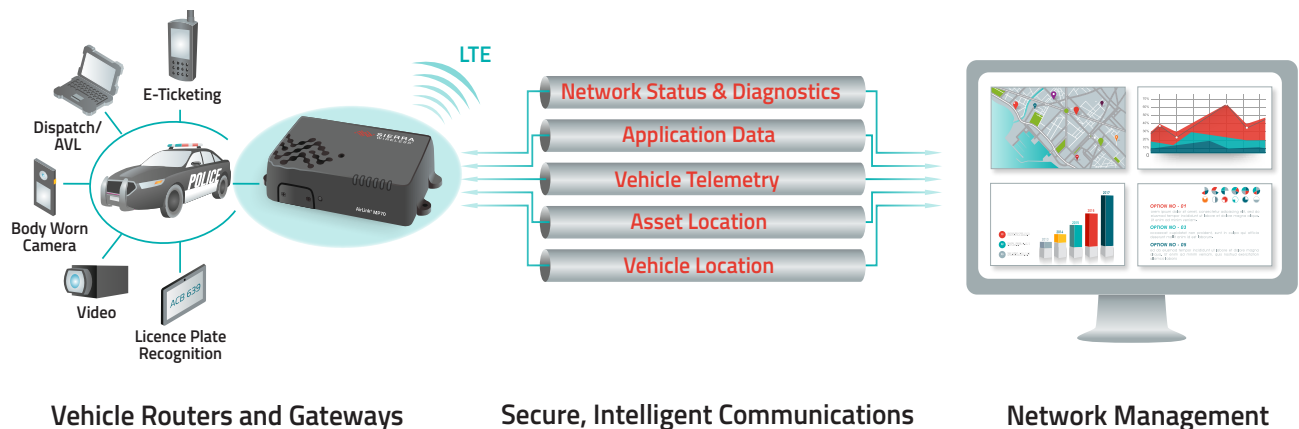
Vehicle Grade, LTE-Advanced Pro, Gigabit Wi-Fi

The AirLink® MP70 is a high performance, LTE-Advanced Pro vehicle router developed specifically for mission critical applications in public safety, transit and field services.

Offering high power, long range Gigabit Wi-Fi and Gigabit Ethernet, and fast cellular downlink and uplink over LTE-Advanced Pro, the AirLink MP70 unites the fleet with the enterprise network and enables multiple field applications to work simultaneously, further and faster from the vehicle than ever before. LTE-Advanced Pro supports fast 600 Mbps downlink and 150 Mbps uplink speeds making the MP70 ideal for bandwidth intensive applications like HD real-time video streaming, and passenger Wi-Fi. The MP70 is also FirstNet Ready™ with support for 700MHz Band 14, and support for priority and pre-emption for first responders.

The MP70 supports advanced remote visibility and instant insight into the vehicle area network (VAN), field applications and assets, and the mobile workforce. Purpose built for the vehicle, the MP70 delivers superior reliability and uninterrupted operation in harsh mobile environments.

Secure, managed LTE networking for mission critical applications



HIGH PERFORMANCE VEHICLE AREA NETWORK (VAN)

With dual-band Gigabit Wi-Fi and Gigabit Ethernet, the AirLink MP70 enables a complete portfolio of broadband mission critical applications to work simultaneously, further and faster from the vehicle than ever before.

Built for first responders and field personnel, the MP70 offers up to 600 Mbps downlink and 150 Mbps uplink speeds over LTE-Advanced Pro and up to 1.3 Gbps over 802.11ac Wi-Fi (with 3x3 MIMO) and Gigabit 4-port Ethernet. The AirLink MP70 can host up to 128 simultaneous Wi-Fi clients and has multiple SSIDs to support public and private network connections, in addition to managed Wi-Fi services for content filtering. It concurrently connects many mission critical applications in and around the vehicle, including laptops, DVRs and tablets, in addition to providing live video streaming, and rapid and secure access to remote databases, such as record management systems.

The AirLink MP70 supports 26 LTE frequency bands, enabling superior coverage on LTE networks worldwide including dedicated regional Public Safety bands including Band 14. The MP70 has four product variants: An LTE-Advanced Pro variant for North America with support for Band 14, a Global LTE-Advanced Pro variant with support for Band 20 and Band 28; an LTE-Advanced variant for North America and EMEA and one for APAC.

AirLink MP70 supports automatic configuration of the radio based on the SIM (Network Operator) and offers dual-SIM functionality to enable automatic failover between SIMs, providing superior connectivity and cost optimization when roaming.

CONNECTED VEHICLE AWARENESS

The AirLink MP70 increases efficiency, streamlines operations and reduces costs by supporting advanced remote visibility and instant insight into the vehicle area network (VAN), field applications and assets, and the workforce.

Offering built-in vehicle-ready I/O, with the capacity to support AirLink Vehicle Telemetry, the MP70 enables remote monitoring of auxiliary devices such as light bars, sirens and gun racks, and can collect OBD-II and J1939 vehicle telemetry data for engine diagnostics and performance data to monitor vehicle health.

The MP70 offers an integrated mobile events engine to monitor hundreds of router, network, and connected vehicle parameters in real time, and create custom alerts, event triggers and reports. Reports and alerts are synchronized with third party server platforms or AirLink network management software to enable centralized and remote management of critical events.

Utilizing next generation GNSS location technology that supports 48 satellites from 4 different satellite constellations (GPS, GLONASS, Galileo, Beidou), the MP70 provides fast, reliable and precise vehicle location, even in the most challenging environments. The MP70 contains an Inertial Navigation System that allows it to track without satellites, using dead reckoning algorithms integrated with the GNSS. The Inertial Navigation System continues to provide positioning information when the GNSS is unable to acquire satellites. This enables tracking through urban canyons, tunnels and underground parking.

Location information can be streamed from the GNSS locally over the serial port to connected in-vehicle driver navigation and dispatch systems, and remotely over NMEA, TAIP, RAP and XORA protocols for integration with 3rd party applications.

DASHBOARD



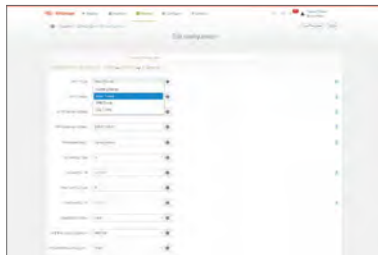
SOFTWARE UPGRADES/UPDATES



MONITOR CONNECTIVITY



SECURITY CONFIGURATION



PURPOSE BUILT FOR VEHICLES

The MP70 provides superior reliability and continuous operation in harsh environments. It will survive extreme transient surges, and maintain continuous power during 5V brownouts and spikes from -600 VDC to 200 VDC.

The AirLink MP70 safeguards vehicle operation by using built-in battery charge protection to monitor ignition state and battery voltage and, with a class leading power supply which meets and exceeds the requirements for E-Mark, ISO 7637-2 and SAEJ1455, the MP70 requires no additional power conditioning.

Developed with industrial grade components, the AirLink MP70 has a customized die cast aluminum housing to manage the thermal output from its high performance LTE-Advanced and Wi-Fi radios. The MP70 is designed to meet IP64 for resistance to dust and water ingress, and is tested to meet and exceed the MIL-STD-810G specifications for shock, vibration, temperature and humidity.

SECURE, INTELLIGENT COMMUNICATIONS

The AirLink MP70 provides consolidated data security for all field applications and mobile assets in the vehicle area network (VAN).

Offering up to 5 concurrent VPN sessions, the AirLink MP70 enables secure communications to multiple back-end systems, and provides remote authentication management to allow the implementation of enterprise-grade systems to control access to devices in the field. Secure signing and authentication of software images offers end-to-end protection of the software upgrade process, protecting the MP70 against unwanted malware.

NETWORK MANAGEMENT

Network Management solutions for the MP70 allow over-the-air registration, configuration and software updates for all AirLink gateways and routers, and can be deployed either as a hosted cloud-based service, or as a licensed software platform in the enterprise data center. Both options provide a centralized and remote view of an entire vehicle fleet and enable simplified management, control and monitoring of connected MP70s, field applications and mobile assets.

AirLink Management Service (ALMS) is a secure, centralized cloud-based service that remotely monitors and manages signal strength, network technology and location. ALMS provides dashboards with up-to-date views of an entire deployment, and custom alerts to monitor and report critical events, to increase efficiency and prevent downtime.

AirLink Mobility Manager (AMM) is a licensed, unified software platform which can be deployed in the enterprise data center, and provides a consolidated network view of an entire fleet, using a virtual dashboard to monitor, report, manage, and troubleshoot all mobile resources as required.

FEATURE	BENEFIT
LTE-Advanced Pro (Carrier Aggregation) Wide Area Network (WAN) supporting 600 Mbps downlink and 150 Mbps uplink speeds	High speed, concurrent connectivity for multiple wired and wireless devices and applications in and around the vehicle
State-of-the-art LTE coverage spanning 26 LTE frequency bands worldwide, with automatic 3G fallback (HSPA)	Connectivity to LTE networks worldwide
Automatic radio configuration based on the SIM	Increases flexibility and simplifies inventory management
Support for Public Safety LTE bands including Band 14 (United States), Band 20 and 28 (Europe)	Secure, dedicated connectivity for first responders and other public safety fleets
Dual-SIM functionality to enable automatic failover between SIMs	Superior network connectivity and cost optimization when roaming
4-port Gigabit Ethernet and next generation 802.11ac Gigabit Wi-Fi (3 x 3 MIMO) to support up to 1.3 Gbps, up to 128 clients, multiple SSIDs, Passenger Wi-Fi Captive Portal and WPA2 Enterprise	Securely connects and consolidates data from multiple high bandwidth field applications and mobile assets in and around the vehicle
	Provides simultaneous connectivity to both private and public networks, in addition to passenger content filtering
High power Wi-Fi provides long range Vehicle Area Network (VAN) and simultaneous AP/Client Mode	Enables all devices to connect to router in and around the vehicle, and data to be transmitted over depot Wi-Fi networks
High power Gigabit Ethernet WAN Interface	Single solution for hybrid networks containing wireless and wired deployments
Support for AirLink Vehicle Telemetry to collect OBD-II vehicle telemetry data and monitor engine diagnostics	Access to critical vehicle health data
Built-in vehicle ready I/O for remote monitoring of auxiliary devices, such as light bars, sirens and gun racks	Advanced awareness of fleet operations
Precision Geo-location via GNSS and Inertial Navigation System, allow local data streaming over the serial port and remotely over NMEA, TAIP, RAP, XORA protocols	Superior vehicle location accuracy, even when out of satellite coverage, available to field personnel and dispatch staff, and via 3rd party platforms
Integrated Mobile Events Engine for real time monitoring and alert reporting of multiple devices, networks, and connected vehicle parameters	Remote, real time visibility and insight into the vehicle, connected equipment and mobile workforce
Designed to meet IP64 for resistance to dust and water ingress, and exceeds the MIL-STD-810G specification for shock, vibration, temperature and humidity, and an aluminum chassis for heat dissipation	Superior reliability and uninterrupted operation in harsh vehicle environments
Class-leading power supply with built-in surge protection that exceeds E-Mark, ISO 7637-2 and SAEJ1455 requirements, surviving 5V brownouts and spikes from -600 VDC to 200 VDC	Designed to perform with unpredictable and “noisy” power sources, no external power conditioning is required
Remote monitoring, management and control with Sierra Wireless’s Network Management Solutions—deployable in the cloud or in the enterprise data center	Simplified and centralized network and mobile asset management to increase efficiency, prevent downtime and reduce costs
Over twenty years’ experience in cellular networking, and over 1.5 million AirLink gateways deployed	Proven track record of providing reliable communications for mission critical applications
Industry leading warranty, support, software updates and advance replacement	Reduces ongoing support costs and total cost of ownership

AIRLINK MP70
HIGH PERFORMANCE
VEHICLE ROUTER

	North America & EMEA		Asia Pacific	
	LTE-A		LTE-A Pro	
LTE CATEGORY	Cat 6		Cat 12	
Peak D/L (Mbps)	300		600	
Peak U/L (Mbps)	50		150	
4G LTE Frequency Bands	2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 2600(B7), 900(B8), 700(B12), 700(B13), 800(B20), 1900(B25), 850(B26), 700(B29), TDD B41		2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 2600(B7), 900(B8), 1800(B9), 700(B12), 700(B13), 700(B14), 850(B18), 850(B19), 800(B20), 850(B26), 700(B29), 2300(B30), 1500(B32), TDD B41, TDD B42*, TDD B43*, TDD B46*, CBRS B48*, 1700(B66)	2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 2600(B7), 900(B8), 1800(B9), 700(B12), 700(B13), 850(B18), 850(B19), 800(B20), 850(B26), 700(B28), 700(B29), 2300(B30), 1500(B32), TDD B41, TDD B42*, TDD B43*, TDD B46*, CBRS B48*, , 1700(B66)
Public Safety Bands	N/A	N/A	Band 14 (United States) 	* Future Variant Band 26, 28
3G WCDMA/HSPA+ Frequency Bands	2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 900(B8)	2100(B1), 850(B5), 800(B6), 900(B8), 1700(B9), 850(B19) TD-SCDMA: B39	2100(B1), 1900(B2), AWS(B4), 850(B5), 800(B6), 900(B8), 1700(B9), 850(B19)	2100(B1), 1900(B2), AWS(B4), 850(B5), 800(B6), 900(B8), 1700(B9), 850(B19)
APPROVALS				
Regulatory Carrier	FCC, IC, PTCRB, R&TTE, GCF, CE Verizon, AT&T, Sprint, Rogers, Telus, Bell, SouthernLinc	RCM, JRF/JPA Telstra	FCC, IC, PTCRB, GCF Verizon, AT&T	CE, RED, RCM
PART NUMBERS	1102709 1102743 (Wi-Fi)	1102713 1102745 (Wi-Fi)	1104071 1104073 (Wi-Fi)	1104072 1104074 (Wi-Fi)

	Specification
HOST INTERFACES	4 Gigabit RJ-45 Ethernet ports RS-232 serial port (DB-9) USB 2.0 Micro-B Connector 3 SMA antenna connectors (cellular, diversity, GNSS) Active GNSS antenna support
SECURITY	Remote Authentication (LDAP, RADIUS, TACACS+) DMZ Inbound and Outbound Port filtering Inbound and Outbound Trusted IP MAC Address Filtering PCI compatible Secure Firmware Update FIPS 140-2
WI-FI (Optional)	Dual Band 2.4/5GHz Wi-Fi 802.11 b/g/n/ac with support for 128 clients WPA2 Enterprise High output power 21 dBm (per chan) Simultaneous AP/Client Mode WiFi as WAN Mode (Multiple SSIDs, Captive Portal)
INPUT/OUTPUT	Configurable I/O (5 pins total) 5 Digital Inputs: ON Voltage: 2.7 to 36 VDC 1 Digital Open Collector Output > sinking 500 mA 3 Analog Inputs: 0.5-36 VDC - Configurable Pull-ups for dry contact input
LAN (ETHERNET/USB)	DHCP Server IP Passthrough VLAN Host Interface Watchdog PPPoE

	Specification
SATELLITE NAVIGATION (GNSS)	Dedicated GNSS Receiver supporting GPS, GLONASS, BeiDou, Galileo Tracking Sensitivity: -162 dBm Reports: NMEA 0183 V3.0, TAIP, RAP, XORA Multiple Redundant Servers Reliable Store and Forward Inertial Navigation Sensors (Accelerometer and Gyro)
NETWORK MANAGEMENT	Secure mobile network & asset management application available in the cloud or licensed platform in the enterprise data center Fleet wide firmware upgrade delivery Router configuration and template management Router staging over the air and local Ethernet connection Over-the-air software and radio module firmware updates Device Configuration Templates Configurable monitoring and alerting Remote provisioning and airtime activation (where applicable)
EVENTS ENGINE	Custom event triggers and reports Configurable interface, no programming Event Types: Digital Input, Network Parameters, Data Usage, Timer, Power, Device Temperature and Voltage Report Types: RAP, SMS, Email, SNMP Trap, TCP (Binary, XML, CSV) Event Actions: Drive Relay Output
ROUTER MANAGEMENT INTERFACES	Local web user interface AT Command Line Interface (Telnet/SSH/Serial) SNMP SMS Commands

AIRLINK MP70

HIGH PERFORMANCE

VEHICLE ROUTER

	Specification
SERIAL	TCP/UDP PAD Mode Modbus (ASCII, RTU, Variable) PPP DNP3 Interoperability
ENVIRONMENTAL	Operating Temperature: -30°C to +70°C / -22°F to +158°F Storage Temperature: -40°C to +85°C / -40°F to +185°F Humidity: 95% RH @ 60°C Military Spec MIL-STD-810G conformance to shock, vibration, thermal shock, and humidity IP64 rated ingress protection
POWER	Input Voltage: 7 to 36 VDC Low voltage disconnect to prevent battery drain Built-in protection against voltage transients including 5 VDC engine cranking and +200 VDC load dump Ignition Sense with time delay shutdown
NETWORK AND ROUTING	Network Address Translation (NAT) Ethernet WAN Port Forwarding Verizon PNTM NEMO/DMNR IPv6 Gateway VRRP Policy Routing Reliable Static Route Dynamic DNS
VPN	IPsec, GRE, and OpenVPN Client Up to 5 concurrent tunnels Split Tunnel Dead Peer Detection (DPD)
DIMENSIONS	190mm x 45mm x 105mm (112mm including connectors) 7.5in x 1.75in x 4.1in (4.4in including connectors) Weight: 0.76kg / 1.68lb

*For carrier specific band support please refer to the hardware user guide.

	Specification
APPLICATION FRAMEWORK	ALEOS Application Framework (AAF) LUA Scripting Language
INDUSTRY CERTIFICATIONS	Safety: IECEE Certification Bodies Scheme (CB Scheme), UL 60950 Vehicle Usage: E-Mark (UN ECE Regulation 10.04), ISO7637-2, SAE J1455 (Shock, Vibration, Electrical) Environmental: RoHS2, REACH, WEEE Rail Usage: EN50155 (Rolling Stock)
SUPPORT AND WARRANTY	Includes 1st Year AirLink Complete: - AirLink Management Service (ALMS) - Direct 24/7 Technical Support 3-year standard warranty; optional 2-year warranty extension 1-day Accelerated Hardware Replacement available through participating resellers
ACCESSORIES	In the box: DC Power Cable and Quick Start Guide AC Adapter (2000579) I/O Cable (6001004) OBD-II Y Cable (6001204) J1939 Y Cable (6001192) 6-in-1 Shark Fin (6001197) 6-in-1 Dome Antenna (6001121) See website for more antenna options.

About Sierra Wireless

Sierra Wireless (NASDAQ: SWIR) (TSX: SW) is an IoT pioneer, empowering businesses and industries to transform and thrive in the connected economy. Customers Start with Sierra because we offer a device to cloud solution, comprised of embedded and networking solutions seamlessly integrated with our secure cloud and connectivity services. OEMs and enterprises worldwide rely on our expertise in delivering fully integrated solutions to reduce complexity, turn data into intelligence and get their connected products and services to market faster. Sierra Wireless has more than 1,300 employees globally and operates R&D centers in North America, Europe and Asia.

For more information, visit www.sierrawireless.com.

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