

Notice and Agenda Work Session Meeting of The Bixby City Council

Dawes Conference Room
113 West Dawes, Bixby, Oklahoma 74008
March 8th, 2021, at 5:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Agenda

1. Presentation of responses to the Privett & Midland Addition Request for Proposals.

Jared Cottle

Notice of Posting

This Notice and Agenda was posted on the bulletin board this 5th day of March 2021, on or before 3:00 p.m., at City Hall, 116 West Needles, Bixby Oklahoma.

Respectfully submitted,
Yvonne Adams, City Clerk

Persons who require a special accommodation to participate in this meeting should contact City Clerk Yvonne Adams, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or via Email: yadams@bixbyok.gov as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a TDD may contact OKLAHOMA RELAY at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

City Council Meeting Agenda

Municipal Building
116 W. Needles Ave., Bixby, OK 74008
March 8th, 2021 at 6:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Pledge of Allegiance

Invocation

Consent Agenda

City Clerk's Report

Consider and approve:

- a) Minutes for the Work Session meeting dated 02/22/21.
- b) Minutes for the City Council meeting dated 02/22/21.
- c) Arbor Day Proclamation dated for March 26, 2021.
- d) Arbor Week Proclamation dated for March 21-27, 2021.
- e) Oklahoma Municipal Assurance Group (OMAG) Recognition Program.

Persons who require a special accommodation to participate in this meeting should contact City Clerk Yvonne Adams, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk Yvonne Adams](mailto:yadams@bixbyok.gov) (yadams@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.

- f) Consider and/or approve re-adoption of the City of Bixby City Council Handbook originally adopted March 30, 2015.
- g) Acknowledge receipt of Permit No. WL000072210095, Facility No 3007243, Tyler Neafus Potable Water Line Replacement.
- h) Approve payment of \$62,385 to Tri-Star for emergency snow removal services.
- i) Discuss and/or take action on acceptance of a General Utility Easement granted by the Ahmad Moradi-Araghi Family Trust for construction of the Yale Heights Off-site Sanitary Sewer.
- j) Discuss and/or take action on adopting the Haikey Creek Flood Protection Project – Levee Operations & Maintenance (O&M) Manual.
- k) Discuss and/or take action on adopting the Haikey Creek Flood Protection Project – Levee Emergency Preparedness Plan.
- l) Authorize waiver of Park Reservation Fees for American Heart Association to utilize Washington Irving Park as a virtual walk venue for the Tulsa Heart Walk scheduled 04/11-04/17/2021.
- m) Authorize waiver of Park Reservation Fees for Home Builder Association of Greater Tulsa (HBA of Tulsa) for 04/14/2021 event at Charley Young Event Park.

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.

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Regular Agenda

1. Discuss and/or take action on approval of Economic Development Agreement with Brick Brothers Pizza.

Jared Cottle

2. Discuss and/or take action on directing Staff and City Attorney to initiate contract negotiations on the Privett Addition Request for Proposal.

Jared Cottle

3. Discuss and/or take action on directing Staff and City Attorney to initiate contract negotiations on the Midland Addition Request for Proposal.

Jared Cottle

4. Motion to enter into Executive Session:

Mayor Guthrie

- a) *Confidential communications and discussions among the City Council and its attorney concerning potential litigation regarding the Downtown Streetscape Project schedule and claims by Paragon. Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes Section 307.B.4*
- b) *Confidential communications and discussions among the City Council and its attorney concerning potential litigation regarding the 2019 CIRP North Asphalt Rehabilitation project by H&G Paving Contractors, Inc. Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes Section 307.B.4.*
- c) *Discussion on status of ongoing litigation with Hoey Construction, consideration of factual circumstances, legal position and recommendation of City Attorney. Authority: Title 25 OS Sec 307 B.4 Open Meeting Act.*

Mayor Guthrie

5. Motion to exit executive Session and reconvene in open session.

Mayor Guthrie

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6. Discuss and/or take action on Change Order No. 1 on the Downtown Streetscape Project.

Jared Cottle

7. Approve termination and final acceptance of the 2019 CIRP North Asphalt Project; final contract amount is \$111,541.81.

Bea Aamodt

8. Direct City Attorney on any action to be taken for Hoey Construction matter.

Mayor Guthrie

9. City Manager's Report

Jared Cottle

10. New Business

Mayor or Vice-Mayor

11. Adjournment

Mayor or Vice-Mayor

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of March 5th 2021, on or before 6:00 p.m., at City Hall, 116 W. Needles, Bixby Oklahoma.

Respectfully Submitted

Yvonne Adams
City Clerk

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Bixby Public Works Authority Meeting

**Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008**

March 8th, 2021

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

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

Secretary's Report

Consider and approve:

- a. Minutes for Bixby Public Works Authority regular meeting 02/22/21.

Persons who require a special accommodation to participate in this meeting should contact City Clerk Yvonne Adams, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk Yvonne Adams](mailto:yadams@bixbyok.gov) (yadams@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.

Regular Agenda

1. New Business

Chairman

2. Adjournment

Chairman

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of March 5th 2021, on or before 6:00 p.m., at City Hall, 116 W. Needles, Bixby, Oklahoma.

Respectfully Submitted

Yvonne Adams

City Clerk

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

City of Bixby City Council Work Session Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008
February 22, 2021 5:00 P.M.**

The 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 Avenue, Bixby, Oklahoma on March 16th on or before 4:00 p.m.

Mayor Guthrie called the meeting to order at 5:02 p.m. City Clerk Yvonne Adams called the roll and all members were present.

Members Present

Blair
Girard
Easton
Guthrie
Crawford

Staff Present

Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Bea Aamodt, Public Works
Jennifer Rush, Events Coord
Joey Wiedel, Fire Chief
Yvonne Adams, City Clerk

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

Discussion on future virtual meetings requirements.

Presented by: Mayor Guthrie

Discussion continued.

No action taken.

This item was brought to councilor for any feedback and concerns on if this would be an option to go back to virtual meetings and what is required in the new legislative bill regarding this matter. The City Attorney Phil Frazier recommends that council continue to meet in person for reasons of some concerns regarding the bill.

Discussion continued.

No action taken.

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

Presentation and discussion of Rowan Grove – Phase 2 proposal.

Presented by: AAB Engineering

This item has been before council last year in a PUD and we are bringing this back for the Phase 2 proposal, there was a lay out for a presentation to show council what the plans are for this project. This is an expansion with some amenities that were included and the long term maintenance associated with it, and all the development standards do apply. There was more detail given to councilors with any questions or concerns, we would like any feedback from council on your thoughts or anything you would like to discuss.

Discussion continued.
No action taken.

Mayor Guthrie said item #3 on the Work Session agenda is:
Discuss sales tax incentive proposal for Downtown restaurant.

Presented by: Travis Davidson

This item is for councilors review on a proposal for a new downtown restaurant on the corner of Dawes and Armstrong which a proposal agreement was given to council to review. The proposal will create new jobs as well as investing into the Downtown Community and will bring in sales tax revenue for the City.

Mr. Davidson gave council more details on this proposed project.

Discussion continued.
No action taken.

Mayor Guthrie said item #4 on the Work Session agenda is:
Presentation and discussion on the Chamber's Downtown Committee:

Presented by: Krystal Crockett

This item is for discussion and presentation by the Chambers' Downtown Committee regarding the Garden District, the presentation showed to council for their review of what the proposal for downtown would look like in the future.

Discussion continued.
No action taken.

Adjournment was called at 5:59 p.m.

Mayor

Attest

City Clerk

City of Bixby City Council Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008
February 22, 2021 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 February 19th on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 6:02 pm.

City Clerk Yvonne Adams called the roll and all members were present.

Members Present

Blair
Girard
Easton
Guthrie
Crawford

Staff Present

Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Ike Shirley, Police Chief
Bea Aamodt, Public Works
Jennifer Rush, Events Coord
John Wood, Parks Director
Yvonne Adams, City Clerk

Pledge of Allegiance

Invocation was given by Phil Frazier.

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

City Clerks Report

Consider and approve:

- a) Minutes of the City Council Regular meeting minutes dated 02/08/21.
- b) Minutes for the City Council meeting dated 02/08/21.
- c) Resolution 2021-5 to amend the agreement establishing Oklahoma Municipal Assurance Group (OMAG).
- d) Discuss and/or take action on Authorizing the City Manager to execute Applications for Permits to construct for projects that have received Preliminary Plat approval by the City Council or have otherwise been authorized by the City Council.
- e) Authorize signature of DEQ permit applications for construction of Water and Sanitary Sewer to serve the First Baptist Church.

- f) Acknowledge receipt of Permit No. WL000072200890, Facility No 1020418, Yale Village Potable Water Line Extension.
- g) Acknowledge receipt of Permit No. SL000072200892, Facility No S-20438, White Hawk Basin Sewer Interceptor.
- h) Resolution 2021-6 to Appoint Floodplain Administrator for the City of Bixby.
- i) Consider and take action on a Resolution 2021-7 dedicating certain City property as a Public Street.

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 Chambers.

The first item to come before the council meeting was the Consent Agenda. Councilor Blair asked for discussion on Item D. This item involves authorizing the City Manager to execute applications for permits to construct for projects that have been approved by City Council. Councilor Girard asked to pull Item E and vote on this item separately since he sits on the Board at the First Baptist Church.

Mayor Guthrie asked for a motion on the Consent Agenda. Councilor Girard made motion to approve all items except for item E, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

Yes: Girard, Crawford, Blair, Easton, Guthrie.

No: None.

Councilor Girard recused himself before item E was voted on.

Item E

Mayor Guthrie asked for a motion on the Item "E" on the consent agenda. Vice Mayor Easton made motion to approve, seconded by Councilor Blair. The vote was taken with the following results:

Carried 4-0

Yes: Easton, Crawford, Blair, Guthrie.

No: None.

Councilor Girard enter back into the council chambers after the vote on item E.

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

Proclamation acknowledging Aubrey McNeil for being named as a candidate in the U.S. Presidential Scholars Program.

Presented by: Mayor Guthrie

Mayor Guthrie read the Proclamation acknowledging Aubrey McNeil for her achievements and presented her with the Proclamation.

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

Carried 5-0

Yes: Easton, Blair, Crawford, Girard, Guthrie.

No: None.

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

Presentation and discussion on the Chamber's Downtown Committee.

This item was passed.

No action taken.

Presented by: Crystal Crockett

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

Consider and take action adopting an Ordinance annexing into the City of Bixby, Ok. at Owner's request; the southwest quarter (SE) of Section 21, Township 17 North, Range 13, East, Tulsa County Oklahoma, comprising 160 acres, and located at the Northwest corner of 161st and Yale Ave.

Presented by: Phil Frazier

Others that spoke: Rickey Jones, Tanner Consulting

This agenda item was to consider adopting and Ordinance annexing into the City of Bixby at the Owner's request. City Attorney Phil Frazier stated that the property is vacant and all publications by law has been done.

Mayor Guthrie asked for a motion for item #3. Councilor Crawford made motion to approve, seconded by Vice Mayor Easton. The vote was taken with the following results:

Carried 5-0

Yes: Crawford, Easton, Girard, Blair, Guthrie.

No: None.

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

Consider and take action on Emergency Clause, such action being necessary for the public health, protection, and welfare.

Presented by: Phil Frazier

Mayor Guthrie asked for a motion on item #4. Vice Mayor Easton made motion to approve, seconded by Councilor Girard. The vote was taken with the following results:

Carried: 5-0

Yes: Easton, Girard, Crawford, Blair, Guthrie.

No: None.

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

1. Motion to enter into Executive Session:

Mayor Guthrie

- a) *Discussion on negotiations for and/or purchase of certain real property at 14101 South Memorial Drive, owned by HSG Acquisition Company, LLC, Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.*
- b) *Discussion on negotiations for and/or purchase of certain real property at Keas Road and Mingo Road, owned by Thelma Gibson Trustees, Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.*
- c) *Discussion on negotiations for and/or purchase of certain real property at 151st St. and Mingo Road, owned by Full Gospel Assembly International Ministry, Inc., Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.*

Mayor Guthrie

Mayor Guthrie read the Executive Session items and asked for a motion to enter into Executive Session. Councilor Crawford made motion to approve, seconded by Councilor Blair. The vote was taken with the following results:

Carried 5-0

Yes: Crawford, Blair, Girard, Easton, Guthrie.

No: None.

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

Motion to exit executive Session and reconvene in open session.

Presented by: Mayor Guthrie

No action taken in Executive Session

Mayor Guthrie asked for motion to exit executive Session and reconvene in open session. All councilor approved.

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

City Manager's Report

- Bixby Community Center will host a family bingo night on March 6th from 6:00 p.m.-8:00 p.m.
- Riverview Baptist Church starting on March 6th will provide community meals from 11:00 am to 1:00 p.m. and there is no proof of income and everyone is invited to attend.
- Recognize our Street, Water and Parks crews for working around the clock on the last weather event to clear the roads, and some county & highway roads when they were needed, we wanted to let them know we appreciated their efforts on behalf of the City of Bixby.

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

New Business

There being no new business.

Adjournment was called at 7:33 pm.

Mayor

Attest

City Clerk

Arbor Day Proclamation

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

Whereas, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal, and

Whereas, Bixby has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices

NOW, THEREFORE, I, Brian Guthrie, Mayor of the City of Bixby, do hereby proclaim March 26, 2021 as

Arbor Day

in the City of Bixby, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 24th day of February 2021

Mayor _____



**Friends of Irving Board of Directors and the
City of Bixby, in Cooperation,
Present the 28th Annual
ARBOR DAY CELEBRATION**

11:00 a.m., Friday, March 26, 2021

**Washington Irving Memorial Park and Arboretum
13900 South Memorial Drive
(at the Arkansas River Bridge)
Bixby, Oklahoma**

AGENDA

**Welcome..... FOIF
Arbor Day Proclamation..... City of Bixby
Speaker.....Paul Blair
Tree Planting..... Don Massey, Arborist Inc.
Closing Remarks..... FOIF**

End of Program

Thank You for Attending

**Forests are the lungs of our land, purifying the air and giving fresh
strength to our people.**

Franklin Roosevelt

*THE FRIENDS OF IRVING FOUNDATION, INC. is a non-profit corporation.
All contributions are tax deductible in accordance with Tax Code 501(c)(3).*

Arbor Week Proclamation

- Whereas,* In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Oklahoma celebrates the importance of trees by observing Arbor Week, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

Now, therefore, I, Brian Guthrie, Mayor
of the City of Bixby, do hereby proclaim
March 21, 2021 thru March 27, 2021 as

Arbor Week

in the City of Bixby, Oklahoma,

and I urge all citizens to celebrate Arbor Week

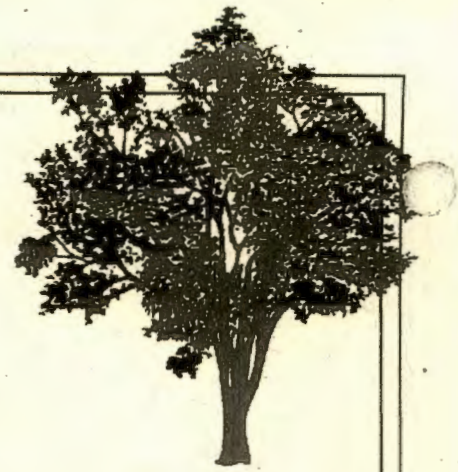
and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated, this 22th day of February, 2021.

Mayor

A Brief History of Arbor Day



The idea for Arbor Day originally came from Nebraska. A visit to Nebraska today wouldn't disclose that the state was once a treeless plain. Yet it was the lack of trees there that led to the founding of Arbor Day in the 1800's.

Among pioneers moving into the Nebraska Territory in 1854 was J. Sterling Morton from Detroit. He and his wife were lovers of nature, and the home they established in Nebraska was quickly planted with trees, shrubs and flowers.

Morton was the editor of Nebraska's first newspaper. Given that forum, he spread agricultural information and his enthusiasm for trees to an equally enthusiastic audience. His fellow pioneers also missed their trees. But more importantly, trees were needed as windbreaks to keep soil from blowing and for fuel and building materials, as well as shade from the hot sun.

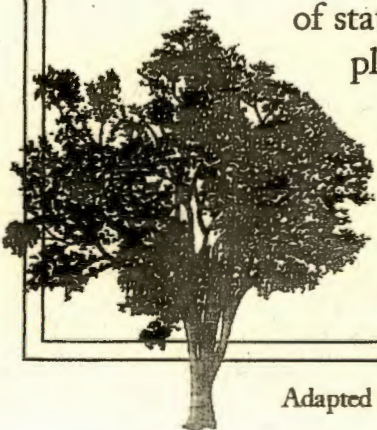
Morton not only advocated tree planting by individuals in his articles and editorials, but he also encouraged civic organizations and groups of every kind to join in. His prominence in the area increased, and he became secretary of the Nebraska Territory, which provided another opportunity to stress the value of trees.

On January 4, 1872, Morton first proposed a tree-planting holiday to be called "Arbor Day" at a meeting of the State Board of Agriculture. The date was set for April 10, 1872. Prizes were offered to counties and individuals for properly planting the largest number of trees on that day. It was estimated that more than one million trees were planted in Nebraska on the first Arbor Day.

During the 1870's, other states passed legislation to observe Arbor Day, and the tradition began in schools in 1882.

Several presidents have proclaimed a national Arbor Day in April. But a number of states celebrate Arbor Day at other times to coincide with the best tree-planting weather, from January in the south to May in the far north.

Oklahoma has observed Arbor Day since 1898. Several years ago, the state legislature expanded the celebration from just one day to Arbor Week, the last full week in March. Arbor Day is now an international holiday. Many other countries celebrate and plant trees in commemoration of the day.



CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: As part of the OMAG Recognition Program, the Council is required to review the coverages offered by OMAG.

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 the coverages offered by OMAG.

EXHIBITS: OMAG Explanation of Coverages

KEY ISSUE: Bixby's participation in OMAG Recognition Program

COUNCIL ACTION: Review

RECOMMENDATION: None

ITEM NO: Consent Agenda

MEETING DATE: 3/8/2021

Meeting: City



AN EXPLANATION OF OMAG COVERAGES

1) BODILY INJURY & PROPERTY DAMAGE - Coverage A & B

This coverage protects the municipality, its employees and elected officials from Bodily Injury and Property Damage claims filed against the municipality by a third party.

2) PERSONAL INJURY - Coverage C

This coverage protects the municipality, its employees and elected officials from claims filed against the municipality by a third party for injury including emotional distress, inconvenience, annoyance, etc.

3) ERRORS & OMISSIONS - Coverage D

This coverage protects the municipality, its employees and elected officials from claims filed against the municipality by a third party for Errors and Omissions involving alleged breach of duties as defined in the plan document.

4) AUTOMOBILE LIABILITY - Coverage E & F

This coverage protects the municipality, its employees and elected officials against Bodily Injury, Personal Injury and Property Damage claims filed against the municipality by a third party arising from the operation of the municipality's insured/scheduled autos.

5) HIRED AND NON-OWNED AUTO LIABILITY

Automobile liability coverage is extended to claims filed on vehicles that are not owned by the municipality but are used in the conduct of the operation of the municipality. This coverage applies to claims on an excess basis over the automobile owner's policy.

6) AUTOMOBILE PHYSICAL DAMAGE - Coverage G

This coverage protects the municipality for damage to their own autos. The auto schedule will indicate coverages provided such as: comprehensive, specified perils, or collision. The deductible will be listed on the auto schedule.

7) HIRED AUTO PHYSICAL DAMAGE

Auto Physical Damage coverage is extended to hired autos that are leased, hired, rented, or borrowed on behalf of the named planned member, provided that such autos are not owned by an employee or agent of the named plan member. However, hired autos does not mean autos loaned to a plan member for more than thirty (30) days for police and fire.

8) EQUIPMENT PHYSICAL DAMAGE - Coverage H

This coverage protects the municipality for damage to their scheduled equipment. The equipment must be listed on the auto/miscellaneous equipment or the mobile equipment schedule for coverage to apply. Deductibles will be shown on each schedule.

9) POLLUTION DAMAGE - Coverage I

This coverage provides legal liability protection for claims filed against the municipality for property damage and clean-up expenses resulting from a covered pollution incident as defined in the plan document.

**10) DEFENSE REIMBURSEMENT FOR INVERSE CONDEMNATION,
ANNEXATION/DEANNEXATION, ZONE AND**

BOARD OF ADJUSTMENT MATTERS – Coverage J

This coverage will reimburse a plan member for 50% of its legal expenses and costs up to a maximum of \$10,000 after the plan member has paid \$5,000 in accordance with the plan document.

11) CYBER LIABILITY AND DATA BREACH RESPONSE – COVERAGE K

This coverage provides protection against electronic data breaches and the response associated with the breach. This coverage is provided in a separated plan document.

**12) LEGAL DEFENSE COVERAGE FOR WORKERS' COMPENSATION RETALIATION CLAIMS –
Coverage L**

This coverage provides, at the member's request and acceptance, legal defense only (no indemnification for damages) for retaliation claims filed under the Workers' Compensation Statutes to the extent the claim is not eligible for coverage under any other coverage.



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan Declarations Page

1. PLAN MEMBER CITY OF BIXBY AGREEMENT NUMBER
and Mailing Address P.O. BOX 70 GLA 1400436 04
BIXBY OK 74008-0070

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07/01/2020 to 07/01/2021

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

PREMIUM

GENERAL LIABILITY (PARTS I, IV, V, AND VI)

(A. Bodily Injury	B. Property Damage	\$54,099
C. Personal Injury	D. Errors and Omissions	Coverages A,B,C,D,I,J,K,L
I. Pollution Damage	J. Defense Reimbursement	
K. Cyber / Data Breach	L. Uncovered Employment Defense	
[] Prior Acts Coverage		

AUTOMOBILE LIABILITY (PART II)

E. Bodily and Personal Injury	F. Property Damage	\$11,277
		Coverages E,F
[X] Hired and Non-owned Automobile Coverage		\$61
		Hired and Non-owned

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

G. Automobile Physical Damage	\$22,225	
1. Comprehensive	Per fleet schedule	Coverages G
2. Specified Perils		
3. Collision		

[X] Hired Auto Physical Damage Limit: \$150,000

H. Equipment Physical Damage - Per equipment schedule	Included
[X] Mobile Equipment Leased/Rented Limit: \$100,000	Hired Auto Physical Damage
	\$3,440
	Coverages H
	\$1,175
	Mobile Leased/Rented

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L

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

Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
\$ 10,000 Medical Payments for Volunteers Per Loss
\$ 1,000,000 Each Other Loss Per Occurrence
Cyber Coverage: See Limits on Cyber / Data Breach Declaration Page

Annual Aggregate	\$91,359
\$ 2,000,000 Coverages C,D	Total Premium
\$ 10,000 Coverage J	(This is not an invoice)

6. DEDUCTIBLES

Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and electrical disruptions, which are subject to the deductible of coverages C & D.

Coverages C,D:	\$1,000 Per Occurrence
Coverages G,H:	Per Schedule or Endorsement
Coverage I:	\$1,000 Per Pollution Incident
Coverage J:	\$5,000 SIR
Coverage K:	Per Applicable Cyber / Data Breach Deductible

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any.

Jonathan D. Woods

OMAG Representative

02/25/2021
Date



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan
Declarations Page

1. PLAN MEMBER CITY OF BIXBY AGREEMENT NUMBER
and Mailing Address P.O. BOX 70 PRO 1400404 04
BIXBY OK 74008-0070

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07/01/2020 to 07/01/2021

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE			PREMIUM
COMMERCIAL PROPERTY COVERAGE			
Buildings and Business Personal Property, per schedule	Limit:	\$31,467,839	\$76,073
Mobile Equipment, per schedule	Limit:	\$0	\$0
Leased/Rental Equipment	Limit:	\$0	\$0
Miscellaneous Equipment, per schedule	Limit:	\$0	\$0
Fine Arts, per schedule	Limit:	\$0	\$0
Builders' Risk	Limit:	\$0	\$0
EXCESS COVERAGE			
Business Income	\$0 per occurrence	\$0 per location	\$0
Accounts Receivable	\$0 on premises	\$0 off premises	\$0
Valuable Papers	\$0 on premises	\$0 off premises	\$0
Theft/Disappearance /Destruction	\$0 inside	\$0 outside	\$0
Earth Movement (Subject to \$100,000 Deductible)	Excess Limit:		\$0
EQUIPMENT BREAKDOWN COVERAGE			
Excluding Electrical Power Generating Equipment, per schedule			Included
Including Electrical Power Generating Equipment, per schedule			Excluded
TOTAL PREMIUM			\$75,969

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

OMAG Representative

12/14/2020
Date



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV 1400019 04		Policy Period: From 07/01/2020 To 07/01/2021 12:01 A.M. Standard Time at the Named Insured's Address	
Transaction: Renewal		Company: CompSource Mutual Insurance Co.	
Pay Plan: Quarterly		Policy Number:	
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 000		Type of Business: MUNICIPALITY	

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation and employers' liability 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. Please see your enclosed policy for all Terms and Conditions of coverage.

COVERAGES:

WORKERS' COMPENSATION INSURANCE

Includes Part One of the attached policy and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two of the attached policy 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

Estimated Annual Premium:	\$	198,552.00
OMAG Administration Fee:	\$	21,642.00
Invoiced Premium:	\$	220,194.00

As a member of OMAG 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.

Date 06/01/2020


Chief Executive Officer
OMAG

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: 3/8/2021

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;

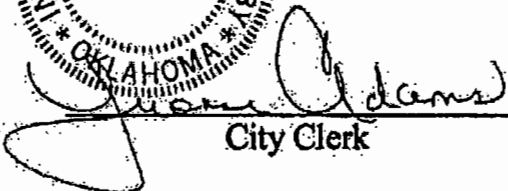
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA THAT:

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":

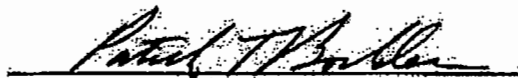
Section 2. The City Clerk, upon approval and adoption of the City Council Handbook and Code of Ethics accompanying this Resolution shall file and preserve the same in her office, unless and until otherwise directed by the City Council.

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




City Clerk

APPROVED:


City Attorney


John Easton, Mayor

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.

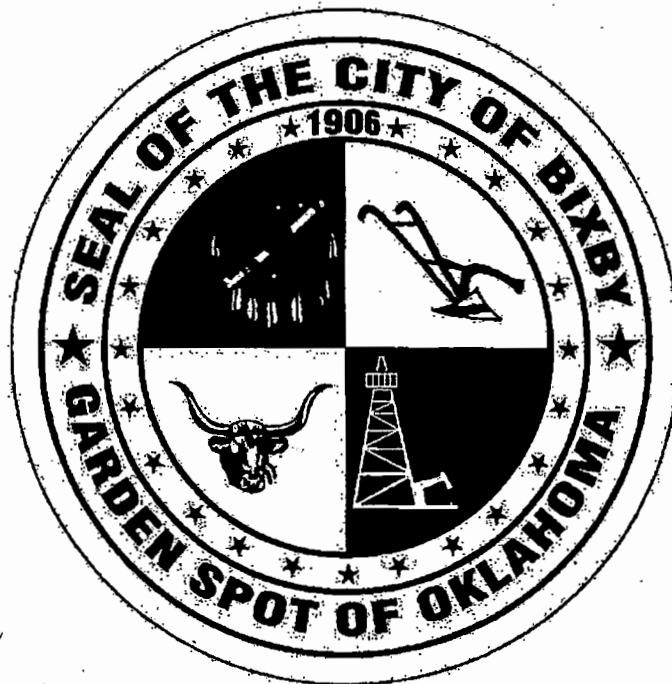
CITY OF BIXBY, OKLAHOMA
A MUNICIPAL CORPORATION

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 1.2 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
- Section 2.2 Mayor and Vice Mayor
- Section 2.3 Council: Powers
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ARTICLE 3

CITY MANAGER AND ADMINISTRATIVE DEPARTMENTS

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- 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

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- Section 4.4 Minimum Qualifications: City Treasurer
- Section 4.5 Department of Public Works
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- 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

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- 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
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- Section 6.6 Elections: When Not Held
- Section 6.7 State Constitution and Law to Govern

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- Section 7.4 Recall Election: How Held
- Section 7.5 Person Recalled or Resigning

ARTICLE 8

OFFICERS AND EMPLOYEES GENERALLY

- Section 8.1 Qualifications of Officers and Employees
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- Section 8.3 Holding More Than One Office
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ARTICLE 10

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- 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 controlled [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:

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 Roy T. Brown Jr., 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 Jackie Joe Gary, Trustee.

(SEAL)

My commission expires:

June 11, 1985.

s/ Robert Earl McCormack
Notary Public

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.

Oklahoma Open Meeting Act

(Current thru March 2015)

- § 301. Short Title**
- § 302. Public Policy**
- § 303. Times and Places - Advance Notice**
- § 304. Definitions**
- § 305. Recording of Votes**
- § 306. Vote by Electronic or Telephonic Communications**
- § 307. Executive Sessions**
- § 307.1. Videoconference Exceptions**
- § 308. Meeting Between Governor and Majority Members of Public Body**
- § 309. Legislature**
- § 310. Legislative Committee Members Attending Executive Sessions**
- § 311. Public Bodies - Notice**
- § 312. Written Minutes**
- § 313. Actions Taken in Willful Violation of Act**
- § 314. Violations - Criminal Penalties - Civil Relief**

Section 301 - Short Title

This act shall be known as the Oklahoma Open Meeting Act.

Laws 1977, HB 1416, c. 214, § 1, eff. October 1, 1977.

Section 302. 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.

Laws 1977, HB 1416, c. 214, § 2, eff. October 1, 1977.

Section 303 - Times and Places - Advance Notice

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, except for executive sessions of the State Banking Board and Oklahoma Savings and Loan Board, 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.

Laws 1977, HB 1416, c. 214, § 3; Amended by Laws 1987, HB 1267, c. 61, § 19, emerg. eff. May 4, 1987.

Section 304 - 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, including any committee or subcommittee composed of any of the members of a public trust or other legal entity receiving funds from the Rural Economic Action Plan Fund as authorized by Section 2007 of Title 62 of the Oklahoma Statutes, 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.

Laws 1977, HB 1416, c. 214, § 4, eff. October 1, 1977; Amended by Laws 1982, HB 1465, c. 342, § 12, emerg. eff. June 2, 1982; Amended by Laws 1988, HB 1798, c. 153, § 6, emerg. eff. July 1, 1988; Amended by Laws 1993, HB 1318, c. 282, § 1, eff. September 1, 1993; Amended by Laws 1998, SB 996, c. 315, § 1, emerg. eff. May 28, 1998 (repealed by Laws 1999, HB 1845, c. 1, § 45, emerg. eff. February 24, 1999); Amended by Laws 1998, SB 1042, c. 370, § 3, eff. November 1, 1998; Amended by Laws 1999, HB 1845, c. 1, § 9, emerg. eff. February 24, 1999; Amended by Laws 1999, SB 726, c. 423, § 10, emerg. eff. June 10, 1999; Amended by Laws 2007, SB 69, c. 142, § 1, eff. November 1, 2007; Amended by Laws 2010, HB 3291, c. 378, § 4.

Section 305 - Recording of Votes

In all meetings of public bodies, the vote of each member must be publicly cast and recorded.

Laws 1977, HB 1416, c. 214, § 5, eff. October 1, 1977.

307 - 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 configuration,
 - (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.

C. Notwithstanding the provisions of subsection B of this section, the following public bodies may hold executive sessions:

1. The State Banking Board, as provided for under Section 306.1 of Title 6 of the Oklahoma Statutes;
2. The Oklahoma Industrial Finance Authority, as provided for in Section 854 of Title 74 of the Oklahoma Statutes;
3. The Oklahoma Development Finance Authority, as provided for in Section 5062.6 of Title 74 of the Oklahoma Statutes;
4. The Oklahoma Center for the Advancement of Science and Technology, as provided for in Section 5060.7 of Title 74 of the Oklahoma Statutes;
5. The Oklahoma Savings and Loan Board, as provided for under subsection A of Section 381.74 of Title 18 of the Oklahoma Statutes;
6. The Oklahoma Health Research Committee for purposes of conferring on matters pertaining to research and development of products, if public disclosure of the matter discussed would interfere with the development of patents, copyrights, products, or services;
7. A review committee, as provided for in Section 855 of Title 62 of the Oklahoma Statutes;
8. The Child Death Review Board for purposes of receiving and conferring on matters pertaining to materials declared confidential by law;
9. The Domestic Violence Fatality Review Board as provided in Section 1601 of Title 22 of the Oklahoma Statutes;
10. All nonprofit foundations, boards, bureaus, commissions, agencies, trusteeships, authorities, councils, committees, public trusts, task forces or study groups supported in whole or part by public funds or entrusted with the expenditure of public funds for purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the

development of products or services or if public disclosure would violate the confidentiality of the business;

11. The Oklahoma Indigent Defense System Board for purposes of discussing negotiating strategies in connection with making possible counteroffers to offers to contract to provide legal representation to indigent criminal defendants and indigent juveniles in cases for which the System must provide representation pursuant to the provisions of the Indigent Defense System Act; and

12. The Quality Investment Committee for purposes of discussing applications and confidential materials pursuant to the terms of the Oklahoma Quality Investment Act.

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.

Laws 1977, HB 1416, c. 214, § 7, eff. October 1, 1977; Amended by Laws 1985, HB 1339, c. 168, § 9, emerg. eff. June 18, 1985; Amended by Laws 1985, HB 1384, c. 218, § 1, eff. November 1, 1985; Amended by Laws 1986, HB 1371, c. 264, § 12, emerg. eff. July 1, 1986; Amended by Laws 1987, HB 1267, c. 61, § 20, emerg. eff. May 4, 1987; Amended by Laws 1987, HB 1444, c. 222, § 115, emerg. eff. July 1, 1987; Amended by Laws 1988, HB 1798, c. 153, § 7, emerg. eff. July 1, 1988; Amended by Laws 1989, HB 1113, c. 7, § 1, emerg. eff. emerg. eff. March 27, 1989; Amended by Laws 1989, SB 154, c. 200, § 1, emerg. eff. May 8, 1989; Amended by Laws 1992, HB 2409, c. 12, § 1, eff. September 1, 1992; Amended by Laws 1993, HB 1228, c. 69, § 1, eff. September 1, 1993; Amended by Laws 1993, HB 1136, c. 195, § 3, emerg. eff. July 1, 1993; Amended by Laws 1994, HB 2427, c. 384, § 13, emerg. eff. July 1, 1994; Amended by Laws 1998, HB 2863, c. 201, § 6, eff. May 11, 1998; Amended by Laws 1998, SB 996, c. 315, § 2, emerg. eff. May 28, 1998; Amended by Laws 1999, HB 1845, c. 1, § 10, emerg. eff. February 24, 1999; Amended by Laws 2001, HB 1372, c. 284, § 3, emerg. eff. July 1, 2001; Amended by Laws 2003, SB 395, c. 175, § 1, emerg. eff. May 5, 2003; Amended by Laws 2006, HB 1619, c. 1, §§ 11, 15, eff. July 1, 2007 (Laws 2005, SB 755, c. 239, State Question 725, Legis. Ref. No. 340, approved by the people at the general election held November 7, 2006).

Section 308 - Meeting between Governor and Majority Members of Public Body

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.

Laws 1977, HB 1416, c. 214, § 8, eff. October 1, 1977.

Section 309 - Legislature

The Legislature shall conduct open meetings in accordance with rules to be adopted by each house thereof.

Laws 1977, HB 1416, c. 214, § 9, eff. October 1, 1977.

Section 310 - Legislative Committee Members Attending Executive Session

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.

Laws 1977, HB 1416, c. 214, § 10, eff. October 1, 1977; Amended by Laws 1981, SB 292, c. 272, § 7, emerg. eff. July 1, 1981.

Section 311 - Public Bodies - Notice

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 any 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 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.

Laws 1977, HB 1416, c. 214, § 11, eff. October 1, 1977; Amended by Laws 1987, HB 1070, c. 184, § 1, eff. November 1, 1987; Amended by Laws 1992, HB 2409, c. 12, § 2, eff. September 1, 1992.

Section 312 - Written 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.

Section 313 - Actions Taken in Willful Violation of Act

Any action taken in willful violation of this act shall be invalid.

Laws 1977, HB 1416, c. 214, § 13, eff. October 1, 1977.

Section 314 - Violations - Criminal Penalties - Civil Relief

A. 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.

B. Following a violation of this act, any person:

1. May bring a civil suit for declarative or injunctive relief, or both; and
2. If successful, shall be entitled to reasonable attorney fees.

C. If the public body successfully defends a civil suit and the court finds that the suit was clearly frivolous, the public body shall be entitled to reasonable attorney fees.

Laws 1977, HB 1416, c. 214, § 14, eff. October 1, 1977; Amended by Laws 2014, SB 1497, c. 300, § 1, eff. November 1, 2014.

THE OKLAHOMA OPEN RECORDS ACT

Summary of the Oklahoma Open Records Act

[To be supplemented later] Oklahoma Open Records Act Statutes

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.

- 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: Acknowledge receipt of Permit No. WL000072210095, Facility No 3007243, Tyler Neafus Potable Water Line Replacement

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: This permit is for replacement of 138 linear feet of eight (8) inch PVC potable water line, and all appurtenances to serve the City of Bixby near 161st and 145th.

The ODEQ requires that receipt of this permit be acknowledged at a City Council meeting.

EXHIBITS: ODEQ Permit to Construct

KEY ISSUE: Acknowledge receipt of ODEQ waterline permit for the City of Bixby

COUNCIL ACTION: Acknowledge receipt of permit

RECOMMENDATION: Acknowledge receipt

ITEM NO: _____

MEETING DATE: 03-08-2021

MEETING: City Council



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

February 16, 2021

Mr. Brian Guthrie, Mayor
City of Bixby
116 West Needles
Bixby, Oklahoma 74008

Re: Permit No. WL000072210095
Tyler Neafus Potable Water Line Replacement
Facility No. 3007243

Dear Mr. Guthrie:

Enclosed is Permit No. WL000072210095 for the replacement of 138 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the City of Bixby, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 16, 2021. 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,

A handwritten signature in blue ink that reads "Qusay R. Kabariti".

Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QK/RC/md

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Javier Franco, P.E., Indian Health Service





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072210095

WATER LINES

FACILITY No. 3007243

PERMIT TO CONSTRUCT

February 16, 2021

Pursuant to O.S. 27A 2-6-304, the City of Bixby is hereby granted this Tier I Permit to replace 138 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the City of Bixby, located in Section 27, T-17-N, R-14-E, Tulsa County, Oklahoma, in accordance with the plans approved February 16, 2021.

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 does not provide fire flow.
- 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.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072210095

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.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072210095

WATER LINES

FACILITY No. 3007243

PERMIT TO CONSTRUCT

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.

A handwritten signature in black ink that reads "Rocky Chen". The signature is written in a cursive, flowing style.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve payment of \$62,385 to Tri-Star for emergency snow removal services

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Erik Dye

BACKGROUND: During the February 14th -17th winter weather events, Tri-Star was retained to provide additional equipment and manpower for snow removal activities. This expenditure will be submitted for reimbursement from Oklahoma Emergency Management.

EXHIBITS: Invoice

KEY ISSUE: Emergency Management

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 3-8-21

MEETING: Council

P.O. BOX 400
CATOOSA, OK 74015

Date	Invoice #
2/26/2021	2103-1

Bill To	
CITY OF BIXBY 116 W. NEEDLES BIXBY, OK 74008 USA	

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Net 30		2/15/2021			2103 - SNOW REMOVAL 2021	
Quantity	Item Code	Description			U/M	Price Each	Amount
1	Income	EMERGENCY SNOW REMOVAL 02.14-15.21 & 02.16-17.21 - CITY OF BIXBY RATES DATED 02.11.21				62,385.00	62,385.00
					Total	\$62,385.00	

Employee Equipment Breakout							
		Dates					
No.	Employee Name/Equipment Description	2/14/2021	2/17/2021	Total Qty	UOM	Unit Rate	Extension
1	Levi Montgomery/2500 Dodge Ram Pickup	24.00	15.00	39.00	HR	\$ 125.00	\$ 4,875.00
2	Alex Grover/3/4 Ton Ford F-250	24.00	15.00	39.00	HR	\$ 125.00	\$ 4,875.00
3	Keith Nation/1 Ton 2500 Chevy Flatbed Pickup	12.00	15.00	27.00	HR	\$ 125.00	\$ 3,375.00
4	Barry Reynolds/John Deere 324J Wheel Loader	24.00	15.00	39.00	HR	\$ 200.00	\$ 7,800.00
5	Arturo Rodriguez/Takeuchi TL12V2	12.00	15.00	27.00	HR	\$ 175.00	\$ 4,725.00
6	German Puentes/John Deere 642G Motorgrader	24.00	15.00	39.00	HR	\$ 290.00	\$ 11,310.00
7	Jonathon King/Bobcat Skid Steer	-	15.00	15.00	HR	\$ 175.00	\$ 2,625.00
8	Omar Valdez/Bobcat T595 Track Skid Steer	12.00	15.00	27.00	HR	\$ 175.00	\$ 4,725.00
9	Fransico Salizar/Volvo L70G Wheel Loader	12.00	15.00	27.00	HR	\$ 225.00	\$ 6,075.00
10	Mobilization	0.50	0.50	1.00	LS	\$ 12,000.00	\$ 12,000.00
	Totals	144.00	135.00				\$ 62,385.00

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on acceptance of a General Utility Easement granted by the Ahmad Moradi-Araghi Family Trust for construction of the Yale Heights Off-site Sanitary Sewer.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Jared Cottle

BACKGROUND: As part of the Economic Development agreement for the Yale Heights development, the City is to install the first reach of a gravity, sanitary sewer interceptor line that will serve not only Yale Heights, but also future upstream development south of 151st Street. Development fees from future projects connecting to the line will be used to off-set the City's costs to initially install the line.

Plans for the project are complete and have been approved by ODEQ. The downstream connection for this project crosses private property owned by the Ahmad Moradi-Araghi Family Trust, and the Trust has agreed to grant an easement for installation of the sewer line across their property.

EXHIBITS: General Utility Easement

KEY ISSUE: General Utility Easement granted by the Ahmad Moradi-Araghi Family Trust for construction of the Yale Heights Off-site Sanitary Sewer.

COUNCIL ACTION: Accept General Utility Easement granted by the Ahmad Moradi-Araghi Family Trust for construction of the Yale Heights Off-site Sanitary Sewer.

RECOMMENDATION: Accept General Utility Easement granted by the Ahmad Moradi-Araghi Family Trust for construction of the Yale Heights Off-site Sanitary Sewer.

ITEM NO: _____

MEETING DATE: 03-08-2021

MEETING: Council

GENERAL UTILITY EASEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

I, Ahmad Moradi-Araghi, Trustee of the Ahmad Moradi-Araghi Family Trust, the undersigned, being the sole owner(s) of all interests, both legal and equitable, in the following described property, to-wit:

The Easterly Two Hundred Ninety-five (295) feet of the East Half of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SW/4) of Section Fifteen (15), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, LESS AND EXCEPT the Westerly One Hundred (100) feet of the Southerly Two Hundred Fifty-six and Seventy-five Hundredths (256.75) feet thereof, according to the United States Government Survey thereof; and LESS AND EXCEPT a tract beginning at the Southeast corner of said East Half of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SW/4); thence S 88°46'30" W along the South line of said East Half of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SW/4) a distance of One Hundred Ninety-five (195) feet; thence N 01°14'58" W a distance of Seventy-four and Twenty-three Hundredths (74.23) feet; thence N 81°10'52" E a distance of One Hundred Ninety-six and Seventy-one Hundredths (196.71) feet to a point on the East line of said East Half of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SW/4); thence S 01°14'58" E along said East line a distance of One Hundred and Twenty-three Hundredths (100.23) feet to the POINT OF BEGINNING.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of the above described property, accruing thereto upon this dedication, do hereby dedicate to the Public, a perpetual general utility easement for the purpose of providing public utility providers with the option to go upon, construct, build, and at all times maintain public utility lines and appurtenances thereon, through, over, under, and across (including a 10' wide temporary sanitary sewer construction easement adjacent to) the following described portion thereof, to-wit:

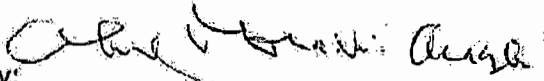
See Attached Exhibit A.1 & A.2

To have and to hold said described premises as easement unto the Public forever for uses described herein.

Signed and delivered this 3 day of APRIL, 2020.

Ahmad Moradi-Araghi Family Trust

ATTEST:

By: 
Ahmad Moradi-Araghi, Trustee

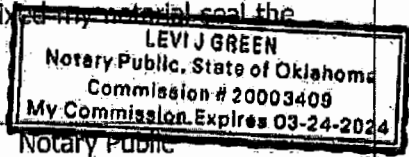
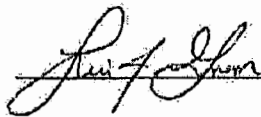
STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

INDIVIDUAL ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of APRIL, 2020, personally appeared Ahmad Moradi-Araghi, Trustee of the Ahmad Moradi-Araghi Family Trust, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: 03-24-2024



ACCEPTANCE OF DEDICATION BY THE CITY OF BIXBY

The foregoing dedication is hereby accepted by the City Council of the City of Bixby, Oklahoma, this _____ day of _____, 2020.

CITY OF BIXBY

ATTEST:

City Clerk

Mayor

City Attorney

Case Reference # _____

Exhibit "A.1"
East 295' of the E/2 SE/4 SW/4
Section 15, T-17-N, R-13-E
Utility Easement Description

Description

TRACT 1:

A 17.5 FOOT WIDE STRIP OF LAND THAT IS A PART OF THE EASTERLY TWO HUNDRED NINETY-FIVE (295) FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E/2 SE/4 SW/4) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EASTERLY 295 FEET; THENCE NORTH 88°50'33" EAST AND ALONG THE NORTH LINE OF THE E/2 SE/4 SW/4, FOR A DISTANCE OF 17.50 FEET; THENCE SOUTH 1°14'04" EAST AND PARALLEL WITH THE WEST LINE OF SAID EASTERLY 295 FEET, FOR A DISTANCE OF 1042.76 FEET; THENCE NORTH 88°46'27" EAST AND PARALLEL WITH THE SOUTH LINE OF THE E/2 SE/4 SW/4, FOR A DISTANCE OF 277.52 FEET TO A POINT ON THE EAST LINE OF THE E/2 SE/4 SW/4; THENCE SOUTH 1°14'04" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 17.50 FEET; THENCE SOUTH 88°46'27" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 295.02 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 1°14'04" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 1060.28 FEET TO THE POINT OF BEGINNING;

SAID STRIP CONTAINING 23,413 SQUARE FEET OR 0.537 ACRES.

AND:

TRACT 2:

A TRACT OF LAND THAT IS A PART OF THE EASTERLY TWO HUNDRED NINETY-FIVE (295) FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E/2 SE/4 SW/4) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E/2 SE/4 SW/4) OF SAID SECTION 15; THENCE NORTH 1°14'04" WEST, AND ALONG THE EAST LINE OF SAID E/2 SE/4 SW/4, FOR A DISTANCE OF 100.23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH, AS PRESENTLY LOCATED;

THENCE SOUTH 81°10'46" WEST, AND ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 20.07 FEET; THENCE NORTH 1°14'04" WEST FOR A DISTANCE OF 22.13 FEET; THENCE NORTH 26°29'50" EAST FOR A DISTANCE OF 42.76 FEET, TO A POINT ON THE EAST LINE OF SAID E/2 SE/4 SW/4; THENCE SOUTH 1°14'04" EAST, AND ALONG SAID EAST LINE, FOR A DISTANCE OF 57.33 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 790 SQUARE FEET OR 0.018 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

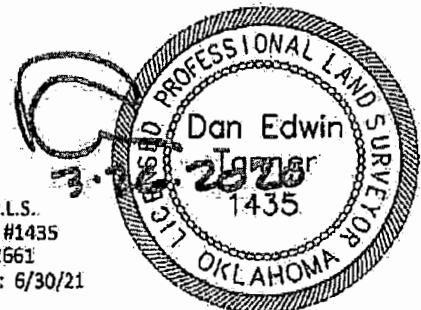
- (1) FOUND CHISELED "X" IN CONCRETE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15;
- (2) FOUND CHISELED "X" IN CONCRETE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°46'27" EAST.

Certification

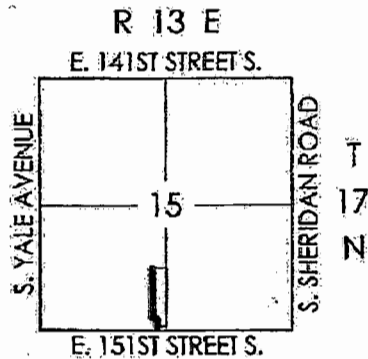
I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/21



 **Tanner Consulting LLC**
5323 SOUTH LEWIS AVENUE, TULSA, OKLAHOMA 74105-6539 | 918-745-9929

**East 295' of the E/2 SE/4 SW/4
Section 15, T-17-N, R-13-E
Utility Easement Exhibit**



Location Map

Trails at White Hawk

Unplatted

PART OF THE EASTERLY 295' OF THE E/2 SE/4 SW/4

Unplatted

EAST 151ST STREET SOUTH

POB 1

POB 2

POB 3

SE CORNER E/2 SE/4 SW/4

EAST LINE E/2 SE/4 SW/4

N 88°50'33" E 17.50'

S 114°04' E 1042.76'

N 114°04' W 1060.28'

N 88°46'27" E 277.52'

S 88°46'27" W 295.02'

S 114°04' E 17.50'

100.23' N 114°04' W

LINE TABLE		
Line #	Length	Station
1	1042.76'	POB 1
2	1060.28'	POB 2
3	277.52'	POB 3
4	295.02'	POB 4
5	17.50'	POB 5

Line #	Length	Direction
L1	20.07'	S81°10'46"W
L2	22.13'	N1°14'04"W
L3	42.76'	N26°29'50"E
L4	57.33'	S1°14'04"E

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

Tanner Consulting LLC
5323 SOUTH LEWIS AVENUE, TULSA OXLA-HOMA 74105-6539 | 918.745.9979

Traverse Closure

Crandall's Method

Project: 18078Ex UE 2

Leg#	Bearing	Quadrant	Distance	Northing	Easting	New Length	Adjusted Northing	Adjusted Easting
Starting Coordinates:				5,000.0000	5,000.0000		5,000.0000 0000	5,000.0000 0000
1	81.10 46	SW	20.07	4,996.9225	4,980.1674	20.073	4,996.9220 6028	4,980.1647 9058
2	1.14 04	NW	22.13	5,019.0473	4,979.6906	22.131	5,019.0476 7776	4,979.6880 1772
3	26.29 50	NE	42.76	5,057.3156	4,998.7682	42.759	5,057.3147 4224	4,998.7649 5590
End	1.14 04	SE	57.33	4,999.9989	5,000.0033	57.328	5,000.0000 0000	5,000.0000 0000
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
4	Ending Coordinates:			4,999.9989	5,000.0033			

Total Traverse Length:			142.29		
Closure:	72.03 05	SE	0.003		
	1:	41,625.511	Closure Precision	Closure Area:	790.493 SF
					0.018 Acres

The information shown on this sheet is confidential and intended for the use of Tanner Consulting personnel only. This sheet may not be edited, duplicated or filed of record in any form without the express written permission of Tanner Consulting.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on adopting the Haikey Creek Flood Protection Project – Levee Operations & Maintenance (O&M) Manual.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Jared Cottle

BACKGROUND: As part of the Letter of Map Revision (LOMR) review for the Haikey Creek Flood Protection Project, FEMA is requiring formal adoption of the Operation and Maintenance (O&M) Plan that was submitted as part of the CLOMR application.

EXHIBITS: Haikey Creek Flood Protection Project – Levee Operations & Maintenance (O&M) Manual.

KEY ISSUE: Haikey Creek Flood Protection Project – Levee Operations & Maintenance (O&M) Manual.

COUNCIL ACTION: Adopt Haikey Creek Flood Protection Project – Levee Operations & Maintenance (O&M) Manual.

RECOMMENDATION: Adopt Haikey Creek Flood Protection Project – Levee Operations & Maintenance (O&M) Manual.

ITEM NO: _____

MEETING DATE: 03-08-2021

MEETING: Council

CITY OF BIXBY

HAIKEY CREEK LEVEE PROJECT

EMERGENCY PREPAREDNESS PLAN



Prepared: March 8, 2021

CITY OF BIXBY, OKLAHOMA
HAIKEY CREEK DIVERSION CHANNEL & LEVEE PROJECT
OPERATION & MAINTENANCE PLAN
(PER 44 CFR 65.10 and PROCEDURE MEMORANDUM NO. 63)

General:

The proposed channelization and levee project consists of approximately 26,200 linear feet of re-channelization on the main stem of Haikey Creek, approximately 7,700 linear feet of re-channelization on the new Diversion Channel, approximately 2,750 linear feet of re-channelization of the Floodplain Relief Channel (FRC) and approximately 9,280 linear feet of new levee, and seven (7) culverts over various streets that currently cross Haikey Creek, the Diversion Channel and the Floodplain Relief Channel locations.

The Operation and Maintenance Plan is developed to document the formal procedure by the City of Bixby to ensure the stability, height, and overall integrity of the proposed Haikey Creek Levee and its associated structures and systems are maintained.

The table at the end of the narrative section of the Operation and Maintenance Plan summarizes the maintenance activities, frequency in which they are performed, and the title of the individual responsible for ensuring the maintenance activities are accomplished.

The activities and frequency of maintenance performance conform to the risk associated with the Haikey Creek levee.

Vegetation:

The Haikey Creek impervious soil core levee will be overlaid with 6-inch of suitable soil that is tilled, fertilized, seeded, mulched and watered until the native grass is established. The levee slopes will be mowed on a monthly basis, if required, to ensure that invasive weeds and trees do not grow. All trees will be removed within a 20 foot buffer area of the outside toe of the levee. No trees will be allowed to grow on the inside or outside slopes of the levee. On the inside of the levee slope and along the inside toe of the levee, turf reinforcement will be installed where the channel velocities exceed 4.5 feet per second, and will allow grass to grow through the turf reinforcement.

Maintenance of Hydrologic and Hydraulic Characteristics:

The HEC RAS backwater model considered the Haikey Creek Channel and Levee system with a grass-lined condition that would be mowed and maintained. A Manning's coefficient of 0.035 was applied to the new Haikey Creek Main Stem channel and a Manning coefficient of 0.032 was assigned to the new Haikey Creek Diversion and Flood Relief channel. These values are in accordance with Open Channel Hydraulics by Chow.

Operation:

Activity	Frequency	Responsible Party
<i>Comprehensive Inspection & Report</i>		
Seepage assessment	Annually	City Engineer
Erosion assessment	Annually	City Engineer
Structural assessment (incl. most current survey data)	Annually	City Engineer
Vegetation assessment	Annually	City Engineer
Encroachment/Barrier assessment	Annually	City Engineer
Overtopping Risk Assessment	Annually	City Engineer
Encroachment/Barrier Assessment	Annually	City Engineer
"As-Built" Levee Survey by Licensed Surveyor	1 per 5 years	City Engineer
<i>Flap Gate</i>		
Inspection & Exercise	Monthly	Street/Drainage Superintendent
<i>Flood safety:</i>		
Flood <u>Watch</u> Alert via Blackboard Connect telephone messaging system (2' freeboard)	As needed	City Engineer
Flood <u>Warning</u> Alert via Blackboard Connect telephone calling system and audible outdoor signal via City siren system (Less than 2' freeboard)	As needed	City Engineer

Maintenance:

Activity	Frequency	Responsible Party
<i>Seepage Control</i>		
Inspection	Monthly	Street/Drainage Superintendent
Remediation Specification	As needed	City Engineer
Remediation Construction	As needed	Public Works Director
<i>Erosion Protection</i>		
Inspection	Monthly	Street/Drainage Superintendent
Repair Specification	As needed	City Engineer
Repair Construction	As needed	Public Works Director
<i>Vegetation Control</i>		
Tree removal in 20' buffer from toe	Monthly	Public Works Director
Mowing	Monthly	Public Works Director
<i>Encroachment & Barrier Control</i>		
Fence removal/repair	Annually	Street/Drainage Superintendent
<i>Animal Burrow Control</i>		
Inspection	Monthly	Street/Drainage Superintendent
Remediation Specification	As needed	City Engineer
Remediation Construction	As needed	Public Works Director

Comprehensive Inspection and Report:

- A. Seepage Assessment – On an annual basis the City Engineer will perform a visual inspection of the levee including both the interior and exterior toe of the levee for any indications of seepage. This will generally be performed at the end of the spring rainy season or in the event of a drought period at the end of the fall rainy season. Any areas of indication of seepage will be located and detailed inspections, which could include possible excavation of an area of the levee, will be performed. Appropriate remediation will be taken if any seepage is determined, which could include excavation, placement of new impervious material, and replacement of the existing ground cover with seed or sod.
- B. Erosion Assessment – On an annual basis the City Engineer will perform a visual inspection of the levee including slope and the interior and exterior toe of the levee for any indications of erosion or scouring. This will generally be performed at the end of the spring rainy season or in the event of a drought period at the end of the fall rainy season. Any areas of indication of erosion will be located and detailed inspections, which could include possible excavation of an area of the levee, will be performed. Appropriate remediation will be taken if any erosion is determined, which could include excavation, placement of new impervious material, placement of turf reinforcement on the interior slopes, and replacement of the existing ground cover with seed or sod.
- C. Structural Assessment – On an annual basis the City Engineer will perform a structural assessment, likely in conjunction with the Seepage and Erosion Assessments to determine if there are any structural deficiencies in the levee, likely to be slope stability issues or rodent burrowing issues. Any areas of indication of structural deficiency will be located and detailed inspections, which could include possible excavation of an area of the levee, will be performed. Appropriate remediation will be taken if any structural deficiency is determined. The first potential action would be an engineering assessment; followed by a remediation which could include excavation, placement of new impervious material, placement of turf reinforcement on the interior slopes, and replacement of the existing ground cover with seed or sod.
- D. Vegetation Assessment - On an annual basis the City Engineer will perform a visual inspection of the levee including side slopes and the interior and exterior slopes of the levee for any indications of damage to the existing vegetation. This will generally be performed prior to the spring rainy season or prior to the fall rainy season. Any areas of indication of vegetation issues will be located and remediation implemented that could include placement of turf reinforcement on the interior slopes, and replacement of the existing ground cover with seed or sod.
- E. Encroachment/Barrier Assessment – The ends of the Haikey Creek levee will be blocked to unauthorized vehicular traffic with locked swing gates and fencing.

There will also be fencing on portions of the levee near arterial streets to prevent off-road vehicular traffic. On an annual basis the City Engineer will inspect the barriers and fencing for effectiveness, damage, or vandalism. Similarly, observation of off-road vehicle usage from periodic reporting by the maintenance staff will be reviewed and a remediation/response plan implemented to eliminate unauthorized encroachment on the levee.

- F. Overtopping Risk Assessment – The City Engineer will review the potential for overtopping of the Haikey Creek levee on an annual basis, and evaluate the historic 12 month period of flows and water surface elevations to determine if there is an increasing or decreasing risk of overtopping of the levee.

Five-Year Levee Survey:

Once every five (5) years the City of Bixby will retain a licensed professional surveyor to conduct a detailed field survey of the levee to determine if there has been any settlement, or movement in the top, toes, or slopes of the levee. Initial survey control monumentation will be established when the levee is initially constructed to use as monumentation control for the periodic five year surveys.

Flap Gate:

Not Applicable to this project.

Provisions for Inspection of Levee:

On the top of the levee will be a ten (10) foot wide maintenance trail for City of Bixby vehicles and for use by the public as a recreational trail.

Provisions for Inspection of Mechanical Systems:

The Haikey Creek Levee does not include any mechanical systems such as closure devices, pumps, valves, or relief wells.

Maintenance Activities:

- A. On a monthly basis the Street/Drainage Superintendent will perform a visual any indications of seepage. Any areas of indication of seepage will be located and detailed inspections, which could include possible excavation of an area of the seepage is determined, which will include development of a remediation plan and specification by the City Engineer for possible excavation, placement of new impervious material, and replacement of the existing ground cover with seed or sod. Actual construction activities will be under the supervision of the Public Works Director.

- B. Erosion Protection – On a monthly basis the Street/Drainage Superintendent will perform a visual inspection of the levee including side slopes and the interior and exterior toe of the levee for any indications of erosion or scouring. Any areas of indication of erosion or scouring will be located and detailed inspections, which could include possible excavation of an area of the levee to determine causation. Appropriate remediation will be taken if any erosion or scouring is determined, which will include development of a remediation plan and specification by the City Engineer for possible excavation, placement of new impervious material, placement of turf reinforcement on the interior slopes, and replacement of the existing ground cover with seed or sod. Actual construction activities will be under the supervision of the Public Works Director.
- C. Vegetation Control - The levee slopes will be mowed on a monthly basis to ensure that invasive weeds and trees do not grow, if required. During normal summer months, or during drought periods, mowing may be less frequent. Similarly, mowing is generally not performed during winter months. Mowing of the levee will be scheduled by the Public Works Director. All trees will be removed within a 20 foot buffer area of the outside toe of the levee. No trees will be allowed to grow in the inside or exterior slopes of the levee. Any areas of indication of vegetation issues will be located and detailed inspections, which could include possible excavation of an area of the levee to determine causation. Appropriate remediation will be taken if any loss of vegetation is determined by the staff, under the direction of the Public Works Director.
- D. Encroachment/Barrier Assessment – The end of the Haikey Creek levee will be blocked to unauthorized vehicular traffic with locked swing gates and fencing. There will also be fencing on portions of the levee near arterial streets to prevent off-road vehicular traffic. On an annual basis, or perhaps more frequently, the Street Department maintenance personnel or the Public Works Department personnel, while mowing, will inspect the barriers and fencing for damage or vandalism. Similarly, observation of off-road vehicle usage will be monitored and a remediation/response plan implemented to eliminate unauthorized encroachment on the levee.
- E. Animal Burrow Control – The Street/Drainage Superintendent will be responsible for review and assessment of animal burrowing in the levee and prepare a remediation plan that could include City of Bixby Animal Control, or Federal or State Agencies to remove and relocate burrowing rodents. Appropriate remediation will be taken if any burrowing is determined, which will include development of a remediation plan and specification by the City Engineer for possible excavation, placement of new impervious material, placement of turf reinforcement on the interior slopes and replacement of the existing ground cover with seed or sod once the burrowing rodents are removed. Actual construction activities will be under the supervision of the Public Works Director.

Flood Safety:

The City of Bixby participates in the FEMA National Flood Insurance Program and has a full-time Floodplain Administrator.

The City has both a Flood Watch and a Flood Warning Alert System through a Nixle text messaging system as well as Social Media outlets. In the event of an "Warning Alert" text message and Social Media messages are initiated to structures in the SFHA, and in this case in the Haikey Creek watershed area, an audible City Siren system.

The ***Flood Watch*** would be initiated by the Floodplain Administrator on an "as-needed" basis when the floodwaters in the Haikey Creek, Flood Relief Channel, or Diversion Channel reach a point where there is 2 feet of freeboard on the levee. The water surface elevation will be monitored by Public Safety (Public Works with Police and/or Fire) personnel.

The ***Flood Warning Alert*** would be initiated by the Floodplain Administrator when the floodwaters in the Haikey Creek, Flood Relief Channel, or Diversion Channel reaches a point where there is less than 2 feet of freeboard on the levee.

Jurisdiction of Maintenance Activities:

The City of Bixby, as a participating NFIP community, is the jurisdictional authority for the Operation and Maintenance Plan, as approved by the City Council of Bixby.

Approved by the City of Bixby, Oklahoma, this 8th day of **March, 2021**.

CITY OF BIXBY, OKLAHOMA

Jared Cottle, City Manager

Attest:

Yvonne Adams, City Clerk

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on adopting the Haikey Creek Flood Protection Project – Levee Emergency Preparedness Plan.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Jared Cottle

BACKGROUND: As part of the Letter of Map Revision (LOMR) review for the Haikey Creek Flood Protection Project, FEMA is requiring formal adoption of a Levee Emergency Preparedness Plan.

EXHIBITS: Haikey Creek Flood Protection Project – Levee Emergency Preparedness Plan.

KEY ISSUE: Haikey Creek Flood Protection Project – Levee Emergency Preparedness Plan.

COUNCIL ACTION: Adopt Haikey Creek Flood Protection Project – Levee Emergency Preparedness Plan.

RECOMMENDATION: Adopt Haikey Creek Flood Protection Project – Levee Emergency Preparedness Plan.

ITEM NO: _____

MEETING DATE: 03-08-2021

MEETING: Council

CITY OF BIXBY

HAIKEY CREEK LEVEE PROJECT

EMERGENCY PREPAREDNESS PLAN



Prepared: March 8, 2021

CITY OF BIXBY
HAIKEY CREEK LEVEE PROJECT
EMERGENCY PREPAREDNESS PLAN
(PER FEMA STANDARD SID #444 AND 44CFR65.10(c)(3))

General

Under FEMA Standard SID #444 the owner of a Certified Levee is required to document emergency operation and public evacuation procedures for levee systems to be accredited. Levees can only be accredited when in compliance with 44 CFR Part 65.10 is being demonstrated. Compliance includes demonstrating that an emergency preparedness plan has been adopted by the community that, at a minimum, includes the area impacted by the levee system.

CFR 65,10 - General

For purposes of the NFIP, FEMA will only recognize in its flood hazard and risk mapping effort those levee systems that meet, and continue to meet, minimum design, operation, and maintenance standards that are consistent with the level of protection sought through the comprehensive floodplain management criteria established by § 60.3 of this subchapter. Accordingly, this section describes the types of information FEMA needs to recognize, on NFIP maps, that a levee system provides protection from the base flood (1% or 100-Yr). This information must be supplied to FEMA by the community or other party seeking recognition of such a levee system at the time a flood risk study or restudy is conducted, when a map revision under the provisions of part 65 of this subchapter is sought based on a levee system, and upon request by the Federal Insurance Administrator during the review of previously recognized structures. The FEMA review will be for the sole purpose of establishing appropriate risk zone determinations for NFIP maps and shall not constitute a determination by FEMA as to how a structure or system will perform in a flood event.

FEMA Emergency Preparedness Guidelines for Levees

As emergency preparedness constitutes an important element of a comprehensive flood risk management framework, public and private levee owners and operators are required to undertake emergency planning efforts to properly respond to potential flood events, and other natural or manmade incidents that could result in human casualties, property destruction, and economic losses.

The U.S. Department of Homeland Security (DHS) considers levees to be part of the Nation's critical infrastructure and collaborates with corresponding public and private partners to identify levees that present the greatest risk to the Nation. DHS also coordinates corresponding protective programs that utilize an all-hazards approach to risks (considering manmade and natural incidents). This collaboration highlights the

importance of protecting and ensuring the safety of the Nation's levees with contribution from all levels of government and the private sector.

Emergency Preparedness Plan

Priorities in responding to an emergency:

- Protection of life and property;
- Communication of hazardous conditions to public agencies and public; and
- Restoration of normal operations.

Phase 1 – Preliminary Response Activities

Upon receipt of official information forecasting imminent high water, the City of Bixby Administration and Public Works staff should quickly mobilize a response team. All personnel involved in flood-fighting operations should also be alerted immediately. Since the Haikey Creek Levee is approximately 10,000 feet in length, definite sections of the levee should be assigned to individual levee personnel.

There are many ways that the State of Oklahoma and adjacent local governments and the OFMA volunteer Disaster Response Team can assist during a flood. For example, the State of Oklahoma Emergency Management (OEM) may provide trucks, tractors, radios, helicopters for emergency inspections, support from the National Guard, and financial assistance. If a levee system owner runs out of supplies needed for a flood fight, it is advisable to ask for assistance from State and adjacent local governments (Tulsa, Broken Arrow, Jenks, Sapulpa, Kiefer, Glenpool, Owasso, etc.). If necessary, the State government (OEM) will coordinate additional assistance from the Federal government. Levee owners and operators are also strongly encouraged to foster relationships with local emergency managers and the State emergency operations center; It is also advisable to include these stakeholders in exercises to ensure all personnel are prepared to respond to an incident in a unified and coordinated manner. Emergency managers and emergency management personnel should be kept informed of the condition of the Haikey Creek Levee system and ongoing situational updates during a flood response. It is vital that the City of Bixby be aware of the type of support that State and local governments can provide, and whom to contact in order to receive the necessary support.

In addition, during Phase I, levee personnel should:

- Review emergency preparedness plans and lessons from previous incidents and exercises and identify problem areas.
- Verify that personnel have access to gate keys, current rosters, listing of project features and closings, plans, and other critical items.
- Coordinate efforts with communities upstream and downstream;
- Alert the community to the potential for flooding. This will give them advance warning to take action and minimize potential damage to businesses and homes.

- Ensure State and local emergency operations centers are informed of the situation; and
- Begin documenting the situation, and send situation reports to the State or local emergency operations center, as appropriate.

Initial Project Inspection

As soon as notification of high-water conditions is received, City of Bixby Public Works staff associated with the Haikey Creek levee should conduct thorough inspections of relevant areas, omitting nothing from the inspection based on adequate performance during past high-water events. In addition to the items that are typically inspected during routine reviews (listed below), special attention should be given to the following items during review:

- Condition of any recent levee repairs;
- Water conditions and any accumulation of trash, debris, ice, etc.;
- Transportation: roads, rail, and water access;
- Material: identify location, quantity, and conditions of all necessary tools and materials (e.g., sacks, sandbags, lumber, and lights) and distribute and store them at points where maintenance is anticipated.
- Communication: locate and check all two-way radios and telephones; and
- Drainage structures: most drainage structures are situated to convey interior drainage from low points of the protected area through the levee by gravity flow. Due to the location, drainage structures are generally subject to inundation at lower stages than most other project features, and special attention should be given to flap gates and other drainage structures that might not be accessible later, and to check for lodged debris to prevent flapgates from closing properly.

A drainage structure, with flapgates, is located at Sta. 28+58.64. The levee is crossed, at the top of levee by E. 131st St South at approximately Sta.59+00.

Additional activities to complete during Phase I include:

- Review assignments for patrols, closings, etc.;
- Obtain lists of all construction equipment, motorboats, cars, earthmoving equipment, and trucks that can be made available;
- Assess needed support (e.g., vehicles, radios);
- Verify serviceability of flood fighting equipment;
- Record gauge readings and monitor river stages;
- Close the levee to the public;
- Install levee or floodwall closures as necessary. All road closings should be coordinated with the corresponding authorities before limiting road or rail access through the levee.

- Remove all hazardous materials and/or explosives from the vicinity of the levee.

Patrols

To minimize damage and prevent the levee from failing, any problems must be detected early and resolved accordingly. The entire levee should be patrolled at least once per day during Phase I and continue during Phase II. Patrols should be conducted by teams rather than individuals. Many of the tasks typically accomplished during high water inspections and patrols are listed below. The following section lists some typical responsibilities of patrols.

Patrol Responsibilities

General items

- Record gauge readings or measure water levels (hourly);
- Inspect fences on the riverside of the levee frequently to make sure they are free from debris. If debris does collect along the fence, it must be cleared immediately or the fence must be cut to free the debris and decrease the possibility of damage to the levee.
- Verify that all necessary access roads and ramps along the levee are usable or will be satisfactorily conditioned.
- Take photographs of all significant issues (use date/time stamp feature on the camera, when possible).

Levees

- Look for sandboils or unusual wet areas landward of the landside toe;
- Look for slides or sloughing in levee side slopes;
- Look for wave wash or scouring of the riverside levee slope;
- Look for low areas in levee crown;
- Monitor relief wells (flowing/non-flowing) (Not-applicable);
- Check flap/sluiice gates for proper closure; and
- Check gap closures and end tie-ins to adjacent high ground levels (stoplog/sandbag, etc.).

Floodwalls (Not Applicable for Haikey Creek Levee)

- Look for saturated areas or sandboils landward of the floodwall;
- Look for settlement (movement) of the floodwall;
- Look for bank caving that may affect the structural stability of the floodwall;
- Inspect toe drain risers (discharging/non-discharging);

- Inspect the landside of floodwall for any leakage, especially around the monolith joints;
- Inspect for wet areas, soft areas, seeps, and sink holes landward of the toe of the floodwall; and
- Check gap closures (stoplog/sandbag, etc.).

*Permanent Pump Stations (**Not Applicable for Haikey Creek Levee**)*

- Verify proper ventilation (e.g., fans, vents) of the pumping plant to prevent overheating of pump motors. 3
- Look for sink holes or wet areas around the perimeter of the pumping plant, and/or settlement of the pump house. All of these conditions could potentially be the result of separation in the conduits. If separation is suspected, pumps and motors should be shut down until an engineering review can be conducted to analyze the condition.
- Verify that assigned operators are on duty 24 hours daily.

Equipment for Patrols

- Portable radio or cell phone;
- Watch;
- Log book;
- Patrolling instructions;
- Plan of action for patrolling; .3
- Plans of flood control project;
- Operation and Maintenance Manual for the project;
- Weather gear;
- Flashlights;
- Record Log;
- Life jackets;
- Probing rod;
- Short wooden stakes;
- 40 feet of one-half inch (½") nylon safety line to connect team members;
- Camera;
- Field boots; and
- Hard hats.

Safety/Security Precautions

Members of the patrol team should walk side-by-side with one person on the waterside of the levee near the surface, one at the top of the levee, and one on the landside toe of the levee. The team should move slowly enough to enable the member closest to the water to probe below the surface with a rod in order to discover any erosion that may be taking place.

The person closest to the water should be wearing a safety line. The person walking closest to the water should be especially observant of floating objects. The limbs and roots of a floating tree that have been uprooted can extend above the water surface and strike anyone walking along the edge of the water. To increase the chance of identifying floating objects, it is best to walk upstream when patrolling the waterside of the levee.

When patrolling floodwalls, the patrol should not attempt to walk along the top of the wall, but rather concentrate on potential problem areas on the landside (inside) of the wall. Where the wall is more than five feet above the landside ground level, it is recommended that observation points be selected approximately every 100 yards, and ladders should be used to observe the waterside of the floodwall.

Each person on the patrol should be thoroughly familiar with the community evacuation plan and signals. If evacuation is necessary, the patrolling organization should move to a predetermined location and keep the team intact. When returning to the levees and floodwalls, physical conditions may be considerably different from those observed prior to the evacuation, especially if the levee was overtopped. If overtopping occurs during nightfall, it is recommended that the patrols not resume until daylight, though there may be cases where this recommendation cannot be followed.

Patrols should also be watchful for anyone that seems out of place, or any activity that seems suspicious. Some individuals, terrorists or otherwise, may try to take advantage of already dangerous situations on levees or floodwalls. Any suspicious activities observed by the patrol should be reported immediately to the local law enforcement agency, State and local fusion centers (Incident Command Center), or the FBI.

General Maintenance Activities

Once the initial inspection has been completed, City of Bixby personnel should consider addressing any pressing maintenance issues before the Arkansas River or Haikey Creek rises further. Emergency maintenance activities are no substitute for normal annual maintenance, and many of the activities listed below should not wait until high water conditions.

- Drainage structures are generally subject to inundation at lower stages than most other features of the flood control project. Therefore, any potential maintenance problems should be identified and corrected as quickly as possible before the water rises. All flap gates that are in critical or questionable condition should be manually checked and repaired as needed. Sluice gates should be inspected before the outlet end of the structure becomes submerged, and any

trash, debris, or other potential obstruction present should be removed. If, for any reason, the gate system on a drainage structure fails to operate and cannot be repaired because of high water, immediate consideration should be given to blocking the structure opening by other means. If stream stages permit, the outlet end of the structure should be blocked using timber, metal plates, tarps, sandbags, or other means. If efforts to plug the outlet structure fail, immediate action should be taken to build a sandbag or earth ring around the inlet structure. While the primary concern in blocking the structures is to prevent high stages of the river from flowing into protected areas, emergency closures should be such that they can be readily removed after the floodwaters recede.

- Immediate attention should be given to the grade line of each levee section or profile by comparison of existing grades with those shown in 'as built' record drawings. Fill any holes, gullies, and washes in the levee crown, embankments, and landside berms with compacted fill material if possible, or otherwise fill them with sandbags.
- Examine all drainage ditches on the landside of the levee (Interior Drainage) and remove any obstructions. Be prepared to construct seepage drainage ditches, but not until actual seepage appears. Excavation of ditches near the levee or in the long berm area is hazardous and should not be undertaken except under direct supervision of appropriate personnel.
- Repair all levee settlement or depressions that have been worn down below levee grade. Materials used to fill holes and depressions should be obtained from distant sources (not adjacent to a levee system) unless it has been determined that borrowing in areas adjacent to the levee will not adversely affect its stability or the control of underseepage. Avoid taking material for these repairs from the area adjacent to the levee, particularly in the area of the seepage berm, except under direct supervision of appropriate personnel. The fill material should be compacted and protected from wave wash and other erosion as necessary.

Interaction with the public

The patrol team may encounter observers on the levees or at the floodwalls. If there are many observers, it is recommended that an additional person be assigned to each patrol team to act as a safety officer. The patrol team, however, is not responsible to order observers off the levees and floodwalls. It is recommended that each team carry and distribute instruction cards describing the community evacuation plan in order to inform observers of the potential danger.

Phase II: Full Response Activities

Continuing Activities

- Patrol continuously, 24 hours per day, 7 days per week (as the situation requires), especially if there are ponding areas during high water.
- Ensure all of the closures and gates are in place, and all maintenance is complete as described in Phase I: Preliminary Response Activities.
- Remove padlocks from access gates to facilitate patrols;
- Monitor inventory of flood fighting equipment, materials, and supplies as they are used;
- Keep the public informed of the current situation through the media, if warranted;
- Repair any erosion and seepage problems identified by patrols as quickly as possible;
- Ensure competent pumping station operators are on duty whenever it appears that an operation is imminent during flooding events, even when station operation has been automated. Operators should thoroughly understand the manner in which the pumping station was designed to operate and be capable of manual operation should automated equipment or sensors fail. (Not Applicable)
- Use of portable pumps may be needed to pump water over the levee if water is ponding in undesirable areas or is rising too quickly in ponding areas.
- Monitor debris basins and trashracks (not applicable) for sediment and accumulated debris; and
- Remove debris from trashracks at pumping stations periodically when the station is in operation (not applicable). As debris and sediment continue to be deposited in the basin, debris loads will substantially block trashracks, and sediment deposits will block the entrance to the basin, forcing the flow against the sides. Any large accumulation of debris on trashracks or flow directed on the sides of basins will cause local erosion and scour. Levees and concrete structures that are part of the debris basin facility will need to be closely monitored to ensure optimal performance.

Evacuation Plan Activation

City of Bixby Administration personnel should be ready to evacuate the area. Consider the following points:

- Coordinate evacuation with City of Bixby Police, Fire Department, Tulsa County Sheriff, Tulsa County Emergency Management and first responders immediately;
- Follow the predetermined routes; and
- Meet in predetermined locations and immediately confirm the safety of all levee personnel.

Volunteer Assistance

If it becomes necessary to recruit volunteers during the flood fight, there are a number of steps that can be taken to organize their support.

- Pre-sign-up with OFMA Disaster Response Team (DRT) and initiate activation;
- Identify primary and alternate assembly areas with adequate parking;
- Arrange transportation, subsistence, and shelter for the labor force, as appropriate;
- Contact media to request that volunteers report to the designated assembly area, bringing flashlights, work gloves, rain gear, shovels, etc.;
- Maintain a sign-in roster at assembly area to account for volunteers and personnel (name, home telephone number, address, work group assignment, etc.);
- Identify staging areas away from the work site but as close to the flood fight locations as possible, and with clear access to roads. Separate areas in the staging site should be established for:
 - Sandbag filling;
 - Carrying and loading;
 - Materials stockpiles;
 - Rest and breaks; and
 - First aid.
- Establish an emergency operations center to oversee the flood fight operations and for interagency coordination. This operations center should be staffed 24 hours daily until the situation is resolved. Consider equipping the emergency operations center with:
 - Radios and telephones for communication;
 - Television and/or radio to monitor weather and river forecasts;
 - Emergency generator in case of power outages;
 - Flashlights;
 - Administrative supplies;
 - Levee operations and maintenance manuals;
 - Emergency preparedness plans;
 - Past flood reports / after action reports;
 - State and local maps, utility, flood plain, and levee maps; and
 - Telephone books, rosters list, and a directory listing numbers for railroad / highway departments (needed when closing access), local contractors, Red Cross, Salvation Army, hospitals, police, fire departments, State and local emergency operations centers, and other critical numbers.
- Establish traffic patterns that will be used to move sandbags from the staging area to the work site. If conditions permit, one-way traffic patterns should be

established on the Haikey Creek Levee system if trucks are going to be used to transport the filled sandbags.

- Be certain that the people laying sandbags are well supervised by a trained individual.

Phase III: Post-Response Activities

Once the floodwaters have subsided, the area should be returned to the pre-flood condition by taking the following measures:

- Reopen any sluice gates that were closed once the water on the river side has receded to three inches (3") below the pond level on the protected side. (not applicable)
- Open all closure structures and properly store all components;
- Remove and properly dispose of all temporary protection measures (e.g., sandbags and material placed during temporary levee raises).
- Take an inventory of all remaining flood fight equipment, sandbags, plastic, and other supplies. Repair or replace damaged equipment, and restock supplies such as sandbags or plastic in preparation for the next flood event.
- Salvage any materials and supplies (e.g., wood from flashboards);
- Return all borrowed equipment;
- Identify whether remaining materials can be reused within the community;
- Inspect the entire flood control work, noting locations of damage and the extent of damage at each location.
- Meet with key personnel, volunteer representatives, and community partners soon after the event to debrief, share remaining concerns, and discuss lessons learned during the event.
- Revise local emergency preparedness plans to account for lessons learned and changes to recommended procedures.
- Document the event: keep a map record of the levee, indicating areas that were in distress at the time of the flooding. This is useful for making repairs or improvements, and for use as a guide to focus attention on these areas during the next flood event.
- Locate and keep records of the flood's high-water marks for future planning; keep these records along with any rainfall and river data you may have gathered.
- Make repairs to the levee as soon as possible in preparation for a future flood incident; and
- Initiate actions to provide permanent flood protection measures if the existing system relies heavily on temporary solutions during emergencies.

Training and Periodic Exercises:

As general guidance, basic training and exercise activities could include:

- Physical operation of project features (e.g., sluice gates, pumping stations, closure structures);
- Notification of emergency response personnel;
- Test of communications/backup communications system;
- Mobilization of monitoring teams and monitoring project features;
- Basic flood fight techniques;
- Coordination and control (between volunteers, patrols, operators, nearby levee districts, highway department, State emergency operations center, etc.); and
- Dissemination of information to the public.

Exercises can be made more elaborate by including other emergencies that could take place during a flood (e.g., car accidents or gas spills occurring when interior streets or evacuation routes are flooded). Representatives from the relevant government agencies or response organizations may be able to assist in planning more complex exercises. Levee owners and operators are also encouraged to involve the State and local emergency operations center.

There are various types of exercises that can be conducted to test emergency preparedness plans, including:

- *Workshop*: This is a discussion-based exercise often employed to determine objectives, develop scenarios, and define evaluation criteria in support of additional exercise activities. A workshop may also be used to familiarize staff with their roles and responsibilities, develop standard operating procedures (SOPs), or generate improvement plans. To be effective, workshops must be highly focused on a specific issue, and the desired outcome must be clearly defined.
- *Tabletop Exercise*: This is a discussion-based exercise that typically involves key personnel discussing hypothetical scenarios in an informal setting. Participants are encouraged to discuss issues in depth and develop decisions slowly, avoiding the spontaneous decision-making behaviors that often occur under actual or simulated emergency conditions. Players apply their knowledge and skills to a list of problems presented by the exercise facilitator, and the proposed solutions are discussed as a group.
- *Functional Exercise*: This is an operations-based exercise characterized by an actual response to emergency conditions. This type of exercise, in which movement of personnel and equipment is simulated, replicates operational realities through a scenario that requires rapid and effective response by trained personnel in a time-constrained environment.

- *Full-Scale Exercise*: This exercise includes all the elements of a functional exercise as well as actual deployment of field resources and engagement by outside parties, such as government agencies. This is an operations-based exercise in which personnel and resources are mobilized and deployed to the scene where they conduct their activities as if a real incident had occurred. This is the most resource intensive exercise format, and must be carefully controlled to ensure that persons who are not part of the exercise are informed and do not believe there is a real emergency.

Exercise activities may include participation in State and local emergency exercises where City of Bixby personnel can interact with multiple public safety agencies. Additional opportunities to identify improvement actions may be found through the review of the Levee Emergency Preparedness Plan.

Importance of Community Outreach

Many owners and operators experience difficulties obtaining the necessary funding and support needed to make repairs and improvements to their respective levees. The best examples of well-supported levee systems are those that have ensured that local businesses and citizens understand the flood hazard and the importance of the corresponding flood control system. While public awareness activities are not required, the key to ensuring support from your community lies in promoting a public awareness of the situation. Levee owners and operators may be able to promote a greater awareness of key issues through publications and planned public meetings, as described below:

Provide Public Materials

Many people, especially those living downstream of a levee, will take the time to read brochures detailing local flood protection if material is made available. Levee owners and operators might also release annual newsletters or articles for newspapers. Information should be presented on the following topics:

- Leveed area;
- How the system works;
- Potential impact on the community and ongoing costs for regular operation and maintenance;
- Consequences of levee failure;
- Local flood evacuation plans;
- Historical overview of past floods and experiences; and
- Flood response plans and procedures – how the community can contribute.

Schedule Public Meetings

Unless there is an actual flood, attendance at public meetings on flood control may be minimal, especially if the public is not properly informed on the issue. Levee owners and

operators may find it useful to combine such meetings with discussions on local industry or other issues, or to raise certain issues during community events. To bolster additional community preparedness, levee personnel might ask to become involved with their public safety community's annual or special public awareness programs.

Awareness of Adjacent Systems

Personnel need to understand how adjacent sections of levees or components on private property impact the larger system. Even though these components might not be situated within the area of responsibility, the community could still be flooded if adjacent systems do not operate properly.

Approved by the City of Bixby, Oklahoma, this 8th day of **March, 2021**.

CITY OF BIXBY, OKLAHOMA

Jared Cottle, City Manager

Attest:

Yvonne Adams, City Clerk

Appendix A: Flood-Fighting Equipment

Although each flood is unique, proper planning will improve response time and success.

The City of Bixby should maintain a stockpile of necessary supplies and equipment used to respond to typical high-water events. In a flood, stockpiled materials will provide the capability to quickly initiate a preliminary response while additional materials and equipment are being delivered.

The specific requirement for supplies depends on the size of the levee system and on past flood events. The best way to determine the necessary quantities is to look at the supplies that were utilized during previous floods. For example, if the levee system historically uses 1,500 sandbags in a flood response, a stockpile of 1,500 sandbags should be maintained in a protected area.

Since the Haikey Creek Levee is less than one-year old, there has only been one flood event in May-June 2019 and there was no damage or floodwaters from Haikey Creek that affected the downstream side of the Levee.

Sandbags

As stated above, levee owners and operators should maintain an adequate supply of sandbags to respond to typical high-water events. Polypropylene and burlap are both suitable materials for sandbags used in flood fighting activities. All sandbags have a limited shelf life and should be inspected annually and replaced when necessary. The stockpile of sandbags should be stored in a dry, protected location that does not expose the sandbags to sunlight. Continued sunlight and weather will rapidly deteriorate the sandbag material.

Plastic Sheeting

There are many applications for plastic sheeting during flood fights. If it is typically used in a community during a flood fight and there is any doubt about its availability during an emergency, it should be stockpiled in preparation of an event. Six-millimeter (6 mm) polyethylene sheeting is the minimum thickness recommended for flood fighting applications.

Sandbag Filling Equipment and Supplies

If the levee system contains areas where large quantities of sandbags will be needed, a reliable method for filling them is also needed. Levee owners and operators may consider investing in equipment that will assist in completing this task in a more expeditious manner. There are several types of sandbagging machines available commercially, as well as other tactics utilizing common equipment that can be employed to enhance sandbag filling efficiency.

Emergency Lighting

It is strongly recommended that levee systems contain emergency lighting that is readily available for use during flood fights.

Expedient Flood Fight Products

Industry has developed several temporary flood protection products that have proven to be effective, and in many cases, more expedient to install than traditional sandbag levees. There are numerous manufacturers of these products, although they typically fall into several primary categories: water-filled bladders, lined baskets that can be filled with sand or other material, and a wide variety of portable flood walls.

Communication System

A reliable communication system is vital to coordinating flood fighting efforts and for calling for assistance when needed. Cellular telephones work very well, but are limited in their capacity for communicating with multiple people at one time, potentially hindering rapid wide-spread communication during emergencies. Levee systems may also experience a service disruption during an incident if telephone traffic is very heavy. Given these potential problems, two-way radios are preferable as they are extremely reliable for short distances and can broadcast to several people at once.

Without a reliable communication system, any flood fighting effort will be much more difficult and will probably require additional manpower. Advances in communication technology are now enabling various communications systems to “speak” with one another without requiring a separate radio for each system. Many county and municipal public safety organizations are replacing legacy communications systems with these newer systems. The City of Bixby may consider updating their systems to help consolidate communications.

Riprap for Erosion

It is recommended that the City of Bixby develop plans to address erosion that may occur during a flood emergency. It might not always be necessary to stockpile riprap, but it is important to know the location and telephone numbers of local quarries capable of supplying riprap during an emergency. Some levee systems maintain a supply of gravel onsite in order to ensure levee access routes during an emergency.

Floatation Vests

The safety of workers and volunteers should always be the highest priority during a flood fight. Floatation coats or vests are recommended and should be worn at all times when working near the riverward crest of the levee, riverward side slope, or near fast moving water. Floodwaters can quickly sweep a person downstream, and hypothermia can set in quickly in cold water conditions.

Pumps

Similar to sandbags, pumps are a critical part of any flood fighting effort. Pumps aid in evacuating water inside the levee systems caused by interior drainage and/or seepage through the levees. Care should be taken to anchor pump discharge hoses to prevent water discharge from eroding levee material. Communities that experience frequent flooding should consider purchasing one or more pumps that meet their specific requirements. If additional pumps are needed during a flood fight, the State or local government may make them available; although access will be prioritized during an emergency.

Sources of Borrow Material

Borrow sites for emergency levee repairs or construction should be identified in advance of a flood event. Special consideration should be given to accessing the borrow site, as well as accessibility from the borrow site to the levee.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Authorize waiver of Park Reservation Fees for American Heart Association to utilize Washington Irving Park as a virtual walk venue for the Tulsa Heart Walk scheduled 04/11 - 04/17/2021.

INITIATOR: Jennifer Rush

STAFF INFORMATION SOURCE: Jennifer Rush

BACKGROUND: American Heart Association has requested to utilize Washington Irving Park for a virtually interactive event that is open to the public. For the week of the Heart, the non-profit organization desires to place signage (5-8 signs) within the park trails that will provide for walkers to do interactive activities through use of QR codes. The QR codes will offer challenges that participants can complete independently. No food, tables, sales, or other set-up is requested.

EXHIBITS: Special Event Permit Application

KEY ISSUE: Fee Waiver Request

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve the American Heart Association of Tulsa Park Reservation fee waiver as it will create tourism exposure for Washington Irving and drive additional traffic to Bixby.

ITEM NO: _____

MEETING DATE: 03/08/2021

MEETING: City Council



City of Bixby

SPECIAL EVENT PERMIT APPLICATION

All events occurring within the City of Bixby, no matter how large or small, must complete a Special Event Permit Application and receive approval from the City of Bixby Special Events Team before obtaining a permit. Event Organizers are required to submit the Special Event Permit Application form a minimum of 45 days prior to the event. Please note late submissions may result in an automatic denial. Applications may be approved, asked to make changes, or denied based on availability of facilities, services, dates, and/or logistics. Any event taking place in the park without the authorization of the team will be asked to leave.

Prior to completing this application please read the Specials Events Guide and direct any questions to Jennifer Rush, Public Information/Events Coordinator, jrush@bixbyok.gov or 918-366-0417.

Organization Name * American Heart Association

Name of the Event * Tulsa Heart Walk

Date(s) of Proposed Event * April 11th - 17th, 2021

Time(s) of Proposed Event * Begin April 11th at 10am to April 17th at 6pm

Type of Event*

- ☐ Festival ☐ Concert ☐ Food ☐ Block Party ☐ Fishing ☐ Parade
☐ Fundraiser ☐ Community ☐ Private ☐ Business ☒ Sports (5K, Cycling, Basketball, etc)
☒ Other _____

Event General Location*

- ☒ Washington Irving Park ☐ Charley Young Event Park ☐ Quail Creek Park
☐ Bentley Park ☐ Bixhoma ☐ Neighborhood (Please list name) _____
☐ Other (Please list address or location) _____

Event Description *

This will be a virtually interactive event, that is open to the public.

For the week of the Heart, we want to hang up signage along the trail (5-8) signs that

will provide for walkers to do interactive activities through QR codes and signage and challenges that can be completed

independently.

Expected Attendance *

100-200

Is this a new event? *

☐ Yes ☐ No

Is the General Public invited? *

☒ Yes ☐ No

Is there an admission fee to participate? * ☐ Yes ☒ No

Amount? _____

Is there an admission fee to spectate? * ☐ Yes ☒ No ☐ N/A

Amount? _____

FOR INTERNAL USE ONLY

Application Rec'd	Approved	Refundable Deposit Due	Event Fee Due	Date Paid
_____	_____	_____	_____	_____

ORGANIZATION & CONTACT INFORMATION

Event Organizer Contact Name * Chantelle Ballard

Cell Phone* 918.910.0002

Alternate Phone* 918.877.8378

Email* chantelle.ballard@heart.org

Secondary Organizer Contact Name * Haley Coffman

Cell Phone* 918.884.4233

Alternate Phone* 918.877.8368

Email* haley.coffman@heart.org

Organization Full Address* 2227 E Skelly Dr Tulsa, Oklahoma 74105

Event Social Media Pages* Facebook: American Heart Association- Oklahoma

Organization Website* www.heart.org

Event Website* TulsaHeartWalk.org

ADDITIONAL EVENT INFORMATION

Please list 2 to 3 sentences that describe the event to the General Public: *

The Tulsa Heart Walk will be a digital experience in which walkers can participate in an interactive along QR codes along the Washington Irving Park Trail. Each year, we host the walk to be one major event, but due to the current pandemic, we want to encourage our participants, and the general public to stay physical active, to stay safe, and to still social distance, while having a fun and interactive event!

Phone number for the General Public to inquire about the event: * 918.877.8378

Email or social media for the General Public about the event: *

email: chantelle.ballard@heart.org

facebook: American Heart Association- Oklahoma

Event set-up date(s) and time(s) requested * April 11th at 7:00am

Is the event a series? ☐ Yes ☒ No If yes, how frequently the event will occur? *

Does the event benefit another organization? * ☐ Yes ☒ No

If yes, please list: _____

Has the City of Bixby been added as a certificate holder to a Liability Insurance policy with an aggregate limit of liability of not less than one million dollars (\$1,000,0000) ? * ☐ Yes ☒ No

Will signage be used*? ☒ Yes ☐ No If yes, please describe: There will be posters along the selected trail as well as promotional posters for the Heart Walk and info on how to sign up

Will there be live entertainment? * ☐ Yes ☒ No

Will a public announcement system be utilized? * ☐ Yes ☒ No

Will an event stage be utilized? * ☐ Yes ☒ No

Have adjacent property/business owners been notified? * ☒ Yes ☐ No

Will there be product sales (other than food or beverage) at the event? * ☐ Yes ☒ No

PARKS INFORMATION

Will the event or vendors need access to electric? * ☐ Yes ☒ No

Will the event or vendors need access to water? * ☐ Yes ☒ No

Will the event need access to restroom facilities? * ☒ Yes ☐ No

If over 300 in attendance are expected, have you made arrangements for Porta Jon delivery? *

☐ Yes ☒ No Delivery date: _____ Pickup date: _____

Will the event utilize tents? * ☐ Yes ☒ No

Have arrangements been made with a refuse service? * ☐ Yes ☒ No

Will carnival or other type rides be included in the event? * ☐ Yes ☒ No

If utilizing a City Park, please indicate the proposed location(s) to be utilized for the event *

Washington Irving Park

☒ Section 1

☒ Section 2

☒ Section 3

☒ Section 4

☒ Section 5

☒ Section 6

Bentley Park

☐ Baseball Quad

☐ Softball Quad

☐ Soccer Complex

☐ Basketball Courts

☐ Splash Pad

☐ Playground

☐ Lawn

☐ Stage

☐ Concessions

Charley Young Park

☐ Splash Pad

☐ Playground

☐ Lawn

☐ Stage

☐ Food Truck Areas

Bixhoma Lake

☐ Launch Dock

☐ Fishing Dock

☐ Launch Dock

☐ Recreation Area

☐ Picnic Area

☐ Camping Area

☐ Hiking Trail

☐ Gazebo

TRAFFIC & PUBLIC SAFETY

Will the event need street closures? * ☐ Yes ☒ No

If yes, please list anticipated street closures: * _____

Are barricades needed? * ☐ Yes ☒ No

If yes, please list requested barricade locations: * _____

Does the event have a plan for parking? * ☒ Yes ☐ No

If yes, please list parking information including location: * We do want to have participants park within the parking lot of _____

Washington Irving Park

Will volunteers be utilized to assist with parking? * ☒ Yes ☐ No

Will the event utilize a shuttle service? * ☐ Yes ☒ No

TRAFFIC & PUBLIC SAFETY CONTINUED

Will the event require security or traffic assistance from the Bixby Police Department? * ☐ Yes ☒ No

If yes, have you contacted the police department to obtain approval to hire off-duty officers?

* ☐ Yes ☒ No

If no, has the event made arrangements for security from another provider? * ☐ Yes ☒ No

Is the use of a helicopter being planned? * ☐ Yes ☒ No

Will fireworks or other pyrotechnics be used during the event? * ☐ Yes ☒ No

Will the event provide on-site medical or first aid care? * ☐ Yes ☒ No

Will the event involve any type of firearm or replica firearm? * ☐ Yes ☒ No

Will any Hazardous Materials be present at the event? * ☐ Yes ☒ No

If the event is a run, ride, or parade will there be a marked lead vehicle and/or rear vehicle? * ☐ Yes

☒ No ☐ N/A

FOOD & BEVERAGE

Will food be provided at the event? * ☐ Yes ☒ No

If yes, who will be providing food at the event?

☐ Food Trucks ☐ Sponsoring Organization ☐ Tented Vendors

☐ Other _____

Do vendors all have proper Oklahoma State Department of Health Food Permits?

* ☐ Yes ☒ No

Do vendors all have a City of Bixby Food Permit issued by the Tulsa County Health Department?

* ☐ Yes ☒ No

Will vendors be notified that they must receive an itinerant vendor license with the City of Bixby within 15 days of the event? (This excludes Tier 1 events.)

* ☐ Yes ☒ No

Will food vendors need access to food truck parking at the Park?

* ☐ Yes ☒ No

Will alcoholic beverages be served/sold at the event? * ☐ Yes ☒ No

If yes, who will be providing alcoholic beverages at the event?

☐ Food Trucks ☐ Sponsoring Organization ☐ Tented Vendors

☐ Other _____

If alcohol will be sold or served, has proper permitting through ABLE commission been obtained?

☐ Yes ☒ No

PLEASE INCLUDE THE FOLLOWING ATTACHMENTS IF APPLICABLE:

☒ **Event Site Plan***

☐ **Route Maps for Runs, Rides, and/or Parades**

☐ **Event Public Safety & Parking Plan**

☒ **Certificate of Insurance***

☐ **IRS Not-for-Profit Determination Letter**

☐ **Press Releases**

☒ **Event Flyers, Brochures, and/or Social Media Graphics**

☐ **Vendor Lists**

ACKNOWLEDGEMENTS

I, Chantelle Ballard, have reviewed the City of Bixby Special Events Guide. As event organizer, I will ensure all event volunteers and organizers are aware and adhere to the special event requirements and City of Bixby ordinances. I also understand that by submitting this application my event is not automatically approved. I understand that I may be asked to make changes before approval. I also understand that my event may not meet City of Bixby guidelines and therefore my application may be denied. I certify that the information submitted in this application is true and to the best of my knowledge correct. I acknowledge that I understand event fees are non-refundable and refundable deposit fees may be refunded if guidelines established in the Special Events Guide are met. I also certify that I am authorized to commit the Host Organization to the aforementioned event and agree to be financially responsible for any costs and fees that may be incurred by the Event or Organization to the City of Bixby. I also understand that I must have a copy of the permit awarded at the event and may be asked to leave if the permit is not available for viewing by a City of Bixby representative.

Chantelle Ballard

Signature

03/03/2021

Date



American Heart Association®
Heart Walk®

2021 TULSA HEART WALK

APRIL 11TH - 17TH 2021

LOCATIONS TBA



PRESENTED BY

Platform sponsor



Platform sponsor



**MATRIX SERVICE
COMPANY**

Signature sponsor



Ascension

TULSAHEARTWALK.ORG

From digital swag bag items to our 30 for 30 and Activity Challenge, we have so many fun and healthy things planned to take this Digital Experience to the next level! Be sure to join us on Facebook for the 2021 Tulsa Heart Walk Digital Experience!



JOIN A MILLION WALKERS

By moving the action online, we're going to reach more people than ever



TEAM CAMARADERIE

Nothing unites a team like doing good together



LACE UP WITH US

Get moving together with our new activity tracker and challenges



CONNECT EASILY

Our upgraded all-digital platform makes it easy to connect, share and get rewarded



CELEBRATE

Join us on Walk Day to recognize all we have accomplished together



SAVE LIVES

Help the 40% of COVID hospitalizations that are heart or stroke patients

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SIGNATURE SPONSOR



The Bama Companies

Canada Company

CanServ

Hillcrest Healthcare System

JD Young

Magellan

Omni Air International

Prosperity Bank

Walgreens

WHC Energy Services

SAY YES TO HEALTH. SAY YES TO SAVING LIVES.

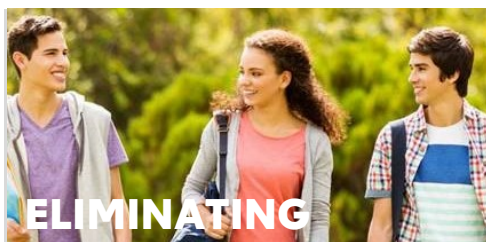
NEW YEAR, **BIGGER IMPACT**



REDUCING BLOOD PRESSURE

34% of Tulsans have high blood pressure (hypertension) and nearly half are not aware.

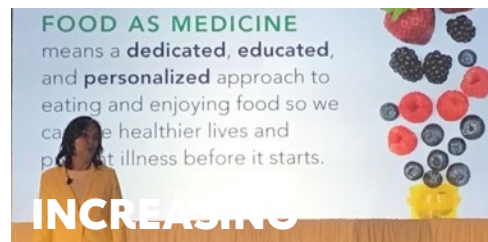
We are working within Federally Qualified Health Centers to provide access to self-monitoring blood pressure program. We work with faith-based communities and corporations to provide education and programming through our *Check.Change.Control.* program.



ELIMINATING TOBACCO & VAPING

Our community has been at the forefront of anti-tobacco policy, most recently in passing Tobacco 21, which raised the minimum age to buy all tobacco products from 18 to 21.

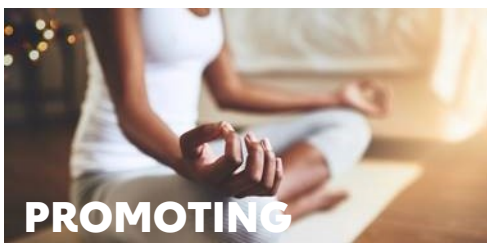
We are continuing our work in reducing the use of vaping and cigarettes through introduction of new health policies at the state level and advocating for tobacco use prevention throughout Oklahoma.



INCREASING NUTRITION SECURITY

1 in 10 people in America are at risk of not getting enough food each day. To address this issue, we're working advocating for food security through a regional food system.

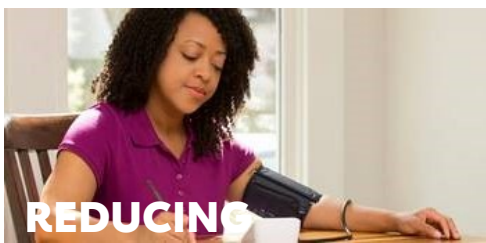
Locally, we are continuously working with our community partners, such as the Tulsa Food Security Coalition to reduce food insecurity and bring healthier and more convenient solutions to the Tulsa area.



PROMOTING MENTAL WELL-BEING

Mental well-being and physical health are connected, and historically excluded communities are disproportionately impacted, especially now. Despite being treatable, there is an enormous treatment gap and barriers with stigma, discrimination, and access.

We are focused on achieving total and equitable health for all. The AHA is promoting and providing mental well-being content to our corporate and community partners.



REDUCING RISK FOR WOMEN

Because heart disease kills 1 in 3 women, the AHA is focused on ensuring that women are aware of their risk factors, represented in research and have access to equitable treatment they need to live longer, healthier lives.

Through Go Red Goes STEM, we work to close gender and ethnicity gaps in research and STEM fields.



ADDRESSING COVID-19

75% of those hospitalized with COVID-19 have a high-risk condition and people with heart disease, diabetes, or high blood pressure are at a higher risk. Heart attack and stroke patients fear calling 9-1-1 or seeking treatment within a hospital.

To address this, we invested \$2.5 million to specifically investigate the cardiovascular implications of COVID-19, established new CPR guidelines and a free healthcare COVID-19 registry.

NOW MORE THAN EVER, YOUR SUPPORT IS NEEDED.

By giving to the American Heart Association, you are contributing to, witnessing, and progressing life-saving science.

LET'S GET STARTED!

Heart Walk Digital Experience Made Easy!



Participating in the Heart Walk is about coming together, getting hearts pumping, honoring survivors, raising lifesaving funds – and having fun along the way. Get ready to “lace up” with us and walk wherever you are on April 17th!



START (OR JOIN) A TEAM. Register today at TulsaHeartWalk.org for instant access to fundraising tools and rewards. By moving the action online, we're going to reach more people than ever!



RAISE FUNDS & SAVE LIVES. Start Fundraising fast with Facebook. Log into your Heart Walk HQ to connect your fundraiser and follow the steps to invite your friends, share updates and collect donations.



LET US CELEBRATE YOU! The more funds you raise, the more points you earn to redeem for Heart Walk Hero Gear and show your support of the American Heart Association all year long!

My Personal Impact Goals:

Total Raised: \$ _____

Teammates to Recruit: # _____

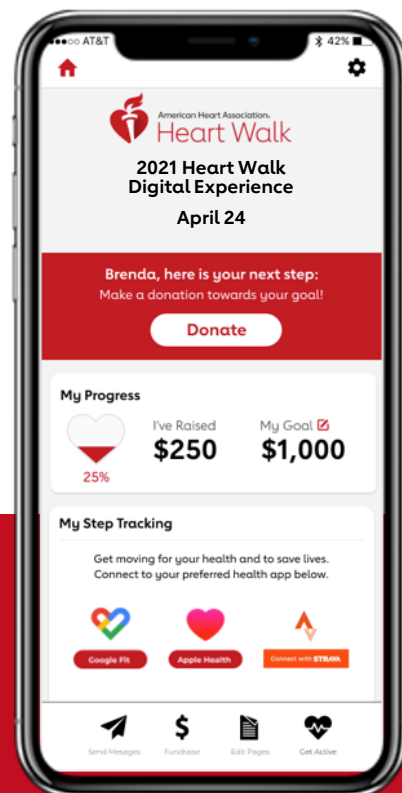
I Walk For:



MOVE MORE CHALLENGE
SPONSORED BY



**MATRIX SERVICE
COMPANY**



Download the Heart Walk App to Join the Move More activity challenge and kick off your fundraising. You now can track your minutes of exercise right from your phone! Through the Heart Walk app, you'll be able to log in and start tracking 30 days before the Heart Walk!



HEART WALK DAY

(How Can I participate?)

GET READY!

Kick off your Heart Walk Day by coming together with your company or team to celebrate crossing the finish line!



TUNE IN!



Join us on Facebook on Walk Day to connect with all the other walkers from your city.



FIND YOUR ROUTE

Ready to go for a walk? Choose your route from the TulsaHeartWalk.org website and be on your way! Be on the lookout for QR codes along the path for fun activities during your walk.

Be sure to share your pics with **#TulsaHeartWalk**

CELEBRATE SURVIVORS

Survivors are the HEART of every walk. If you or your child are a survivor, show everyone your triumphs. As part of your Heart Walk swag bag, survivors are given commemorative red or white ball caps to wear during the walk to show their triumph over heart disease or stroke. To celebrate our child Heart Heroes, we offer special SUPERHERO CAPES for young survivors.

A special Swag Bag Drive-Thru will be held on April 10th – more details to come!

TOP WALKERS (Raise \$1K+)

Let us celebrate your achievement as a Top Walker achievement! A special swag bag for Top Walkers will be available during a Swag Bag Drive-Thru

Thank you for being a

**TOP
WALKER!**



FINISH

DIGITAL TOOLS YOU CAN USE!

(No Matter Where You Are)

CELEBRATING SURVIVORS

Our heart and stroke survivors and our youngest CHD survivors are true superheroes. Custom Facebook frames are available to celebrate you!

And to be included in our survivor celebration video, please share your photos with #TulsaHeartWalk.



WHY DO YOU WALK?

[Click here](#) for a printable Tribute sticker where you can write the name of a loved one affected by stroke or heart disease. What a great way to show you are walking in their honor!



LOCALLY SPONSORED BY



CLAIM YOUR CUSTOM SURVIVOR FACEBOOK FRAME



LOCALLY SPONSORED BY



WE'RE GRATEFUL FOR YOU!

Zen away your stress by taking the [21 Days of Gratitude Challenge](#)



- Day 1:** Write down 1 thing you're really good at.
- Day 2:** Find 2 positive ways to describe yourself, write them down and put them somewhere you will see them.
- Day 3:** Take a photo of something you find beautiful. (Bonus points for posting it to social media!)
- Day 4:** If something frustrates you today, take a moment to reflect and find something that is giving you joy.
- Day 5:** Take 2 minutes to list the awesome things your body can do, and remember them when you're feeling down.
- Day 6:** Send your alarm to a nice message, like "The universe has your back," to help you start the day in a positive frame of mind.
- Day 7:** Think of something about your body that you consider less than perfect. Then, write a little note of appreciation about it.
- Day 8:** Look for someone to help today without expecting anything in return.
- Day 9:** Reach out to someone who could use some extra appreciation.
- Day 10:** Think of someone who makes your day better and invite them to lunch.
- Day 11:** Write a note of appreciation to someone you really care about.
- Day 12:** Offer a hug to someone you're grateful for. Make it a genuine two-armed hug!
- Day 13:** Text someone and tell them why you're grateful for them.
- Day 14:** Schedule some time to volunteer in your community. Don't know where to start? Look for opportunities at [GoodandBeautiful.org](#).
- Day 15:** Write down what you're eaten today and be grateful for every item without judging any of it as "good" or "bad."
- Day 16:** Next time life doesn't go your way, try to think of something about the situation that you can be grateful for.
- Day 17:** Take a moment to write someone you're thankful for to dinner.
- Day 18:** Pause before your next meal to sit in gratitude. Notice how yummy it looks and smells, and feel grateful to the person who prepared it (especially if it was you).
- Day 19:** Think of someone whose cooking warms your heart and tell them how much that nourishment has meant to you.
- Day 20:** During your next meal, say to and your fork down between each bite and really enjoy the flavors, rather than stuffing it down.
- Day 21:** Take 2 minutes to reflect and write about how you feel after participating in this challenge. Then, keep the "Aha" going all year long!

GET MORE WELLNESS TIPS AT heart.org/HealthyForGood

PLATFORM SPONSORS



Visit your Heart Walk HQ for these great digital resources and MORE!

DIGITAL TOOLS YOU CAN USE!

(No Matter Where You Are)



HEALTHY SELFIE PLEDGE

Commit to a NEW healthy habit with this [printable pledge card](#). Share your Healthy Selfie pledge with us by using **#TulsaHeartWalk**.

LOCALLY SPONSORED BY



HEALTHY FOR GOOD LIFESTYLE CHANGE AWARD

Have you or someone you know made a lifestyle change? We want to celebrate you! Click here to fill out our [Healthy For Good Lifestyle Change Award nomination form](#). Our winner will be announced as part of our digital experience on **April 17, 2021**

LOCALLY SPONSORED BY



Does your dog have what it takes to be **TOP DOG?**

Post a photo of your dog on the Heart Walk Facebook Page using **#TulsaTopDog**. Encourage family and friends to "like" your post. Our friends at Canada Company & CanServ will vote to pick the official The Top Dog to be announced on the Facebook Page!

LOCALLY SPONSORED BY



REWARDS JUST FOR YOU

Save lives and earn swag! You are a relentless force for longer, healthier lives. Your fundraising earns points in your [Rewards Center](#). Log in to your Heart Walk HQ to redeem your points for Heart Walk Hero Gear.

It's our way of saying "thanks" and it's a great way to show your support of heart and brain health! The milestones are:



HERO



MEDALIST



WARRIOR



LIFE SAVER



ADVOCATE



CHAMPION



American Heart Association.
Heart Walk.

TULSA HEART WALK

Digital Experience Vitals

DATES TO KNOW:

**TO
DAY**

Register online for access to our NEW digital tools and rewards at **TulsaHeartWalk.org**

**JAN.
27TH**

Coach Kickoff
***if you cannot attend this live, a recording will be saved on YouTube!**

**FEB
26TH**

Participate in our city-wide Rally Day to recruit your full team and raise awareness!

**MAR.
19TH**

30 for 30 and Move More Activity Challenge goes LIVE in the Heart Walk app

**APR.
17TH**

Tulsa Heart Walk Digital Experience
#TulsaHeartWalk

FAQs

[Click here](#) to visit our frequently asked questions!

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**MATRIX SERVICE
COMPANY**



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Ascension

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The Bama Companies
Canada Company
CanServ
Hillcrest Healthcare System
JD Young

Magellan
Omni Air International
Prosperity Bank
Walgreens
WHC Energy Services

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Authorize waiver of Park Reservation Fees for Home Builders Association of Greater Tulsa (HBA of Tulsa) for 04/14/2021 event at Charley Young Event Park.

INITIATOR: Jennifer Rush

STAFF INFORMATION SOURCE: Jennifer Rush

BACKGROUND: HBA of Tulsa has requested to host an HBA Southwest Chapter member Mix and Mingle event at Charley Young Event Park on 04/14/2021. The event will host program speakers from City of Bixby (Mayor Brian Guthrie) and Bixby Chamber of Commerce (Krystal Crockett) addressing Economic Development opportunities in the City of Bixby and surrounding area.

EXHIBITS: Special Event Permit Application

KEY ISSUE: Fee Waiver Request

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve HBA of Tulsa Park Reservation fee waiver for economic development purposes.

ITEM NO: _____

MEETING DATE: 03/08/2021

MEETING: City Council



City of Bixby

SPECIAL EVENT PERMIT APPLICATION

All events occurring within the City of Bixby, no matter how large or small, must complete a Special Event Permit Application and receive approval from the City of Bixby Special Events Team before obtaining a permit. Event Organizers are required to submit the Special Event Permit Application form a minimum of 45 days prior to the event. Please note late submissions may result in an automatic denial. Applications may be approved, asked to make changes, or denied based on availability of facilities, services, dates, and/or logistics. Any event taking place in the park without the authorization of the team will be asked to leave.

Prior to completing this application please read the Special Events Guide and direct any questions to Jennifer Rush, Public Information/Events Coordinator, jrush@bixbyok.gov or 918-366-0417.

Organization Name * Home Builders Association of Greater Tulsa (HBA)

Name of the Event * HBA Southwest Chapter Meeting

Date(s) of Proposed Event * April 14, 2021

Time(s) of Proposed Event * 4:00 - 6:30 pm

Type of Event*

☐ Festival ☐ Concert ☐ Food ☐ Block Party ☐ Fishing ☐ Parade
☐ Fundraiser ☐ Community ☒ Private ☐ Business ☐ Sports (5K, Cycling, Basketball, etc)
☐ Other _____

Event General Location*

☐ Washington Irving Park ☒ Charley Young Event Park ☐ Quail Creek Park
☐ Bentley Park ☐ Bixhoma ☐ Neighborhood (Please list name) _____
☐ Other (Please list address or location) _____

Event Description *

HBA Southwest Chapter member Mix and Mingle event with program speakers from City of Bixby and Bixby Chamber of Commerce addressing Economic Development opportunities in the City of Bixby and surrounding area.

Expected Attendance *
25-50

Is this a new event? *
☐ Yes ☐ No

Is the General Public invited? *
☐ Yes ☒ No

Is there an admission fee to participate? * ☐ Yes ☒ No

Amount? _____

Is there an admission fee to spectate? * ☐ Yes ☒ No ☐ N/A

Amount? _____

FOR INTERNAL USE ONLY

Application Rec'd	Approved	Refundable Deposit Due	Event Fee Due	Date Paid
_____	_____	_____	_____	_____

ORGANIZATION & CONTACT INFORMATION

Event Organizer Contact Name * Jeffrey Smith, HBA Exec. Vice President/CEO

Cell Phone* 918.857.5470

Alternate Phone* 918.663.5820

Email* jsmith@tulsahba.com

Secondary Organizer Contact Name * Susan Bevard, HBA Southwest Chapter Treasurer

Cell Phone* 918.407.4965

Alternate Phone* N/A

Email* sbeward@mybtc.com

Organization Full Address* 11545 E. 43 St., Tulsa, Oklahoma 74146

Event Social Media Pages* Facebook.com/TulsaHBA

Organization Website* TulsaHBA.com

Event Website* TulsaHBA.com/events

ADDITIONAL EVENT INFORMATION

Please list 2 to 3 sentences that describe the event to the General Public: *

N/A - Private Event

Phone number for the General Public to inquire about the event: * N/A

Email or social media for the General Public about the event: *

N/A

Event set-up date(s) and time(s) requested * April 14, 2021 from 2:00-4:00 pm

Is the event a series? ☐ Yes ☒ No If yes, how frequently the event will occur? *

Does the event benefit another organization? * ☐ Yes ☒ No

If yes, please list:

Has the City of Bixby been added as a certificate holder to a Liability Insurance policy with an aggregate limit of liability of not less than one million dollars (\$1,000,0000) ? * ☒ Yes ☐ No

Will signage be used*? ☒ Yes ☐ No If yes, please describe: Sandwich board with HBA logo sign for member recognition at venue site.

Will there be live entertainment? * ☐ Yes ☒ No

Will a public announcement system be utilized? * ☒ Yes ☐ No

Will an event stage be utilized? * ☒ Yes ☐ No

Have adjacent property/business owners been notified? * ☐ Yes ☒ No

Will there be product sales (other than food or beverage) at the event? * ☐ Yes ☒ No

PARKS INFORMATION

Will the event or vendors need access to electric? * ☒ Yes ☐ No

Will the event or vendors need access to water? * ☒ Yes ☐ No

Will the event need access to restroom facilities? * ☒ Yes ☐ No

If over 300 in attendance are expected, have you made arrangements for Porta Jon delivery? *

☐ Yes ☒ No Delivery date: _____ Pickup date: _____

Will the event utilize tents? * ☐ Yes ☒ No

Have arrangements been made with a refuse service? * ☐ Yes ☒ No

Will carnival or other type rides be included in the event? * ☐ Yes ☒ No

If utilizing a City Park, please indicate the proposed location(s) to be utilized for the event *

Washington Irving Park

☐ Section 1

☐ Section 2

☐ Section 3

☐ Section 4

☐ Section 5

☐ Section 6

Bentley Park

☐ Baseball Quad

☐ Softball Quad

☐ Soccer Complex

☐ Basketball Courts

☐ Splash Pad

☐ Playground

☐ Lawn

☐ Stage

☐ Concessions

Charley Young Park

☐ Splash Pad

☐ Playground

☐ Lawn

☒ Stage

☐ Food Truck Areas

Bixhoma Lake

☐ Launch Dock

☐ Fishing Dock

☐ Launch Dock

☐ Recreation Area

☐ Picnic Area

☐ Camping Area

☐ Hiking Trail

☐ Gazebo

TRAFFIC & PUBLIC SAFETY

Will the event need street closures? * ☐ Yes ☒ No

If yes, please list anticipated street closures: * _____

Are barricades needed? * ☐ Yes ☒ No

If yes, please list requested barricade locations: * _____

Does the event have a plan for parking? * ☒ Yes ☐ No

If yes, please list parking information including location: * Use onsite street parking on Dawes, Cabaniss, and Breckinridge streets.

Will volunteers be utilized to assist with parking? * ☐ Yes ☒ No

Will the event utilize a shuttle service? * ☐ Yes ☒ No

TRAFFIC & PUBLIC SAFETY CONTINUED

Will the event require security or traffic assistance from the Bixby Police Department? * ☐ Yes ☒ No

If yes, have you contacted the police department to obtain approval to hire off-duty officers?

* ☐ Yes ☐ No

If no, has the event made arrangements for security from another provider? * ☐ Yes ☒ No

Is the use of a helicopter being planned? * ☐ Yes ☒ No

Will fireworks or other pyrotechnics be used during the event? * ☐ Yes ☒ No

Will the event provide on-site medical or first aid care? * ☐ Yes ☒ No

Will the event involve any type of firearm or replica firearm? * ☐ Yes ☒ No

Will any Hazardous Materials be present at the event? * ☐ Yes ☒ No

If the event is a run, ride, or parade will there be a marked lead vehicle and/or rear vehicle? * ☐ Yes

☐ No ☒ N/A

FOOD & BEVERAGE

Will food be provided at the event? * ☒ Yes ☐ No

If yes, who will be providing food at the event?

☐ Food Trucks ☐ Sponsoring Organization ☐ Tented Vendors

☒ Other Caterer - Just Catering by Orr

Do vendors all have proper Oklahoma State Department of Health Food Permits?

* ☒ Yes ☐ No

Do vendors all have a City of Bixby Food Permit issued by the Tulsa County Health Department?

* ☐ Yes ☒ No

Will vendors be notified that they must receive an itinerant vendor license with the City of Bixby within 15 days of the event? (This excludes Tier 1 events.)

* ☐ Yes ☒ No

Will food vendors need access to food truck parking at the Park?

* ☐ Yes ☒ No

Will alcoholic beverages be served/sold at the event? * ☒ Yes ☐ No

If yes, who will be providing alcoholic beverages at the event?

☐ Food Trucks ☐ Sponsoring Organization ☐ Tented Vendors

☒ Other Caterer - Just Catering by Orr

If alcohol will be sold or served, has proper permitting through ABLE commission been obtained?

☒ Yes ☐ No

PLEASE INCLUDE THE FOLLOWING ATTACHMENTS IF APPLICABLE:

- ☒ **Event Site Plan***
- ☐ **Route Maps for Runs, Rides, and/or Parades**
- ☐ **Event Public Safety & Parking Plan**
- ☒ **Certificate of Insurance***
- ☒ **IRS Not-for-Profit Determination Letter**
- ☐ **Press Releases**
- ☒ **Event Flyers, Brochures, and/or Social Media Graphics**
- ☐ **Vendor Lists**

ACKNOWLEDGEMENTS

I, Jeffrey Smith, have reviewed the City of Bixby Special Events Guide. As event organizer, I will ensure all event volunteers and organizers are aware and adhere to the special event requirements and City of Bixby ordinances. I also understand that by submitting this application my event is not automatically approved. I understand that I may be asked to make changes before approval. I also understand that my event may not meet City of Bixby guidelines and therefore my application may be denied. I certify that the information submitted in this application is true and to the best of my knowledge correct. I acknowledge that I understand event fees are non-refundable and refundable deposit fees may be refunded if guidelines established in the Special Events Guide are met. I also certify that I am authorized to commit the Host Organization to the aforementioned event and agree to be financially responsible for any costs and fees that may be incurred by the Event or Organization to the City of Bixby. I also understand that I must have a copy of the permit awarded at the event and may be asked to leave if the permit is not available for viewing by a City of Bixby representative.



Signature

March 3, 2021

Date

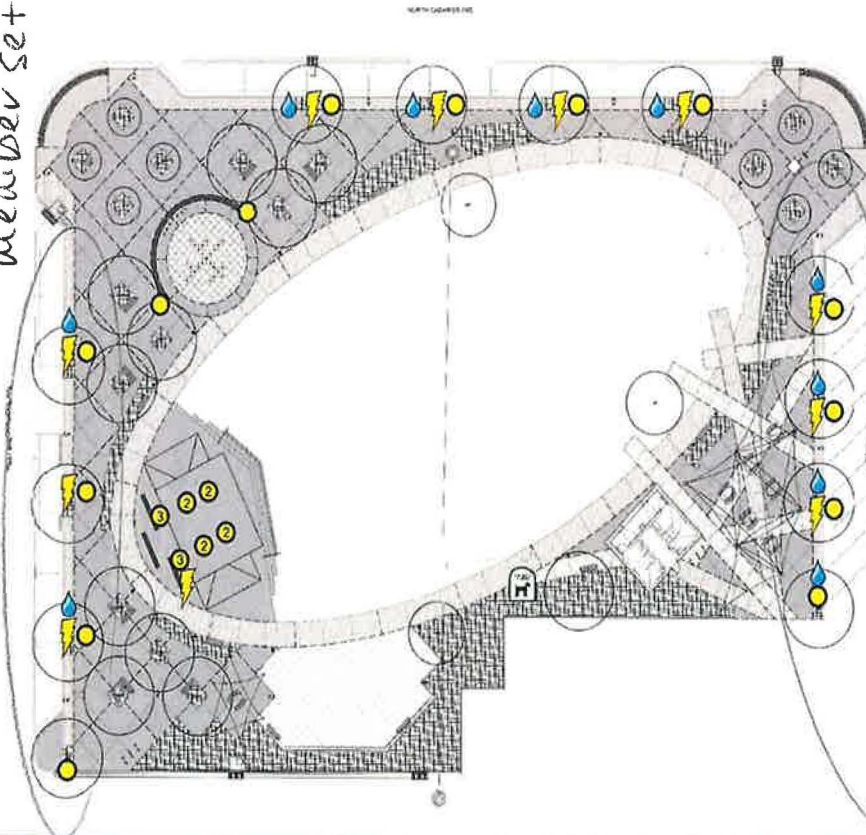


City of Bixby

Park Maps

Charley Young Event Park

Parallel parking
nearest stage
for caterer &
member setup



On-Street
parking
for members
& guest

PDG

BIXBY CHARLEY YOUNG EVENT PARK
AMENITIES LOCATION PLAN

BIXBY, OKLAHOMA



HOMEBUI-07

JCOUEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891
Hub International Mid-America
6100 S. Yale Avenue
Suite 1900
Tulsa, OK 74136

CONTACT NAME: Jacob Couey

PHONE (A/C, No, Ext): (918) 359-6165

FAX (A/C, No):

E-MAIL ADDRESS: jacob.couey@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Insurance Company

18058

INSURER B: CompSource Mutual Insurance Company

36188

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Home Builders Association Greater Tulsa
11545 E 43rd St
Tulsa, OK 74146-4202

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			PHPK2165700	8/4/2020	8/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2165700	8/4/2020	8/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	03053151201	7/1/2020	7/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Bixby Parks Department
Attn: Don Cash, Parks Director
113 W Dawes Ave
Bixby, OK 74008

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Internal Revenue Service

District
Director

RECEIVED
OCT 20 1978

AUG. BOARD FILE
Department of the Treasury

1100 Commerce St., Dallas, Texas 75242

Person to Contact:

A. Perkins

Telephone Number:

(214) 749-3693

Refer Reply to:

EO:2:309:RHS DAL:EO:78-1633

Date: OCT 18 1978

Builders Association of
Metropolitan Tulsa, Inc.
11545 East 43rd Street
Tulsa, Oklahoma 74145

Internal Revenue Code: Section 501(c)(6)
Address Inquiries to District
Director of Internal Revenue: Dallas, Texas
Accounting Period Ending: September 30

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above. Any changes in operations from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to file Form 990, Return of Organizations Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, to a maximum of \$5,000, for the failure to file the return on time.

Builders Association of Metropolitan Tulsa, Inc.

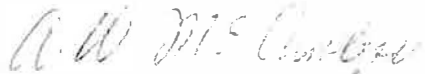
Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (Social Security taxes) on remuneration of \$50 or more to each of your employees during a calendar quarter, and, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of \$50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 calendar weeks or pay wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

As a business league, charitable contributions to you are not deductible by donors. You should advise your contributors to that effect.

If you have any further questions, please contact the person whose name and telephone number are shown at the beginning of this letter.

This is a determination letter.

Sincerely yours,



A. W. McCanless
District Director

cc: John D. Singleton
Felix, McIntyre, McDivitt & Casey
1216 City National Bank Building
Oklahoma City, Oklahoma 73102

Bixby Economic Development Update
April 14, 2021 4-6:30 pm
Charley Young Park, Bixby
RSVP at [TulsaHBA.com/events](https://tulsahba.com/events)

*Join friends
and colleagues
for
food, fun and
fellowship
in downtown
Bixby!*



Southwest Chapter Meeting



Presenting
Sponsor

A Division of ONE Gas

Photo courtesy of Planning Design Group

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on approval of Economic Development Agreement with Brick Brothers Pizza.

INITIATOR:

Jared Cottle

STAFF INFORMATION SOURCE:

Phil Frazier

BACKGROUND: In order to encourage business start-ups in Downtown, Brick Brothers Pizza has requested an agreement for a limited Sales Tax Rebate for a new facility in Downtown.

EXHIBITS: Brick Brothers Pizza Business Proposal
Economic Development Agreement (*to be provided by City Attorney at the Meeting*)

KEY ISSUE: Economic Development Agreement with Brick Brothers Pizza.

COUNCIL ACTION: Approve Economic Development Agreement with Brick Brothers Pizza.

RECOMMENDATION: Approve Economic Development Agreement with Brick Brothers Pizza.

ITEM NO: _____

MEETING DATE: 03-08-2021

MEETING: Council



Sales Tax Bixby

PAGES - 346 KB



1 of 1

Bixby City Council

Brick Brothers Pizza

2/22/2021

Sales Tax Rebate - Economic Development Agreement

Investment of upwards of \$100,000 on buildout and design.

Between 12-20 jobs created

\$18,000-\$25,000 estimated annual sales tax revenue

Brick Brothers improves the quality of life for Bixby Residents by staying open later than current concepts in the downtown footprint, delivering to those living in the Downtown River District, and providing foot traffic to surrounding businesses in Downtown Bixby. If granted this Sales Tax Rebate, we would be able to invest heavier into technology, that will help influence Downtown's Growth by being on the cutting edge of the industry. It is an undeniable truth that Brick Brothers will be a lesser product without this sales tax rebate. The long term anchor at 2 W Dawes is exactly what the Downtown River District needs.

Brick Brothers Pizza is shouldering **substantial risk** of a **new-build** restaurant in an area that currently **lacks the level of desired traffic**. We are taking this risk due to the desire to see the Downtown Bixby area flourish with new businesses opening and succeeding.. We also hope to drive far more traffic from Bentley Park to Downtown Bixby through creative, technologically-driven marketing. Too many people drive back North into Tulsa when they were just a stone's throw from Downtown. Brick Brothers will life ALL businesses in the area by providing traffic and complementary goods and services to existing businesses.

Led by an owner with a built-in customer base and following in Bixby, we feel that our business is uniquely situated to be a catalyst for additional downtown investment. Instead of bringing in a first time restaurant owner or a national chain, Brick Brothers Pizza will be run by a restaurant owner with:

- A large Bixby presence
- A strong relationship (former advisory board member) with the Bixby Outreach Center
- Multiple successful South Tulsa restaurants
- A history of innovating ways to put philanthropy "on the menu" to showcase local non-profits
- A strong relationship with the Bixby Metro Chamber
- A history of innovating ways to put philanthropy "on the menu" to showcase local non-profits
- A seat on the Bixby Development Foundation Board of Directors
- Multiple awards, including Best Sports Bar (Tulsa World 2x) Best Happy Hour (Oklahoma Magazine), Best Bar (Oklahoma Magazine), Best New Business (Bixby Metro Chamber), and 10 separate dish-specific food awards.
- A strong relationship with the Oklahoma Restaurant Association

Having an established, local restaurateur to kick off the new business facet of the revitalization of Downtown will increase Bixby's leverage to convince other new businesses to invest and increase the tax revenue base. Bixby's City Council has created the conditions for success from a renovation perspective. The next step is creating the conditions for success from sales tax perspective.

We are proposing a \$0.01 rebate for every \$0.035 that the City of Bixby receives in Sales Tax Revenue. The terms would be for 5 years or \$100,000, whichever comes first.



AGREEMENT

The Agreement is entered into on this ____ day of March 2021 by the City of Bixby, Oklahoma (“City”), a municipal corporation, and Brick Brothers Pizza, LLC. (“Company”).

R E C I T A L S

1. The Company owns a leasehold interest to real property located in Bixby, Tulsa County, State of Oklahoma, more particularly described as follows:

East 24.03 feet, North 80 feet, Lot 1, Block 26, Section 24, Townships 17 North, Range 13 East, Midland Addition, in the City of Bixby, Tulsa County, Oklahoma, known as 2 W Dawes, Bixby, OK.
2. The City has approved a commercial use for the Property. The Company refers to the Property for marketing and leasing purposes as Brick Brothers Pizza, LLC.
3. The Company desires to develop construct, operate and maintain a food service-restaurant business with related activity.
4. The City has determined that the commercial activity will be a significant benefit to the City. Therefore, the City desires to enter into an agreement that identifies benefits that will be provided by the City that will facilitate development, renovations, and operation of the Facility.

NOW, THEREFORE, in consideration of the covenants and conditions herein-after set forth, the City and the Company agree as follows:

- A. The City agrees that the Property may be used for the following specific purposes:

- (1) It shall be lawful for the Company, and its successors and assigns, to develop and use that part of the Property zoned CS for the uses described as Use Unit 12 in the City of Bixby Zoning Code, together with all other uses previously approved by the City of Bixby City Council.
- (2) The maximum height that shall be permitted for the building shall be 40 feet, exclusive of any levels of construction below adjacent ground level.
- (3) It shall be lawful for vehicle parking spaces, loading berths, signs, and lighting to be located in areas of the Property, subject to the requirement that the construction drawings for such areas are in accordance with the City of Bixby building code.
- (4) It shall be lawful for the Company, and its successors and assigns, to install, operate and maintain signs on the Property that have changeable copy, flashing messages, running messages, and similar methods of advertising.
- (5) It shall be lawful for the Company to install one marquee sign at the entrance from South Memorial Drive to the Property that shall not exceed 60 feet in height and 500 square feet on each face of the sign.

B. Sales tax contribution. For a period of five (5) years or up to \$100,000 whichever comes first, the City shall pay to the Company one cent (\$0.01) from every three and one-half cents (\$0.035) that the City receives in sales

tax generated from any and all persons doing business on the Property (the “Sales Tax Contribution”). Provided, the Sales Tax Contribution:

- (1) Shall apply to sales tax generated from all persons or businesses doing business on the Property.
- (2) Shall commence when the City first receives sales tax from persons or businesses doing business on the Property after the Facility is completed by the Company, or its successors or assigns, and certified by the City for occupancy (the “Sales Tax Contribution Commencement Date”).
- (3) Shall be paid by the City to the Company within 20 days of each receipt by the City of its share of the sales tax paid to the State of Oklahoma by persons doing business on the Property after the Sales Tax Contribution Commencement Date.
- (4) Shall not exceed the total principal sum of One Hundred Thousand Dollars (\$100,000) over the five-year period.
- (5) Shall not be reduced or offset by the City at any time.

C. Additional incentive. The City, as an additional incentive to the Company to develop the project as set forth herein, shall not for a period of five (5) years from the Sales Tax Contribution Commencement Date enter into any similar agreement with any other person whereby the City participates in the development, construction, management, or funding (by tax incentive or otherwise) any Use Unit 12 facility within the municipal limits of

Bixby, Oklahoma. Restaurant facility means a business whose primary activity is the dining and hospitality endeavor.

- D. Records. The city shall maintain accurate records of all sales tax revenue received by the City directly or indirectly for sales made by all persons or businesses doing business at the Property (the “Sales Tax Revenue”). The City shall provide the Company with a written summary of the Sales Tax Revenue, in a form reasonably acceptable to the Company, concurrently with delivery of payment from the City to the Company required by this Agreement. During normal business hours of the City, the Company shall have the right to inspect any and all such records, and to obtain an accounting and/or audit of such records, at the sole cost of the Company.
- E. Default. In the event that either party defaults in the performance of any of its obligations hereunder, it is agreed that an action for specific performance may be filed by the non-defaulting party in the District Court of Tulsa County, in addition to any other action at law or in equity that may be available. All remedies shall be cumulative.
- F. Miscellaneous.
- (1) Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
 - (2) This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

- (3) Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- (4) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.
- (5) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- (6) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

City of Bixby
c/o City Manager
P.O. Box 70
116 West Needles
Bixby, Oklahoma 74008
Telephone: (918) 366-4430
Telecopy: (918) 366-6373

Brick Brothers Pizza, LLC
2 W Dawes
Bixby OK 74008

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication on a business day before 5:00 p.m., or three (3) days after being placed in the U.S. Mail, if mailed.

- (7) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- (8) The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.
- (9) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF THE CITY, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO THE CITY FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.
- (10) The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision therein.
- (11) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "paragraphs" or "¶" are to paragraphs of this Agreement, unless otherwise specifically provided.
- (12) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns. Neither this Agreement nor any of the

rights or obligations of the parties hereunder shall be transferred or assigned by any party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.

- (13) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the
____ day of _____, 2021.

Brick Brothers Pizza, LLC

By: _____
Travis Davidson, Managing Member

THE CITY OF BIXBY, OKLAHOMA,
A municipal corporation,

By: _____
Mayor

ATTEST:

City Clerk

APPROVED:

By: _____
City Attorney

Executive Session

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Change Order No. 1 on the Downtown Streetscape Project.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Jared Cottle

BACKGROUND: As a rehabilitation and reconstruction project in the oldest part of town, changes in Downtown Streetscape bid quantities for various unit price items (both increases and deductions) have been required to address existing infrastructure conditions – e.g. locations of utility lines, areas of deficient thickness in existing roadway paving, etc.

The original estimate for this project was **\$7,279,735.97**.

This Change Order will bring the project total to **\$7,368,300.66**.

There are not modifications to Contract Time with this Change Order.

EXHIBITS: Change Order No. 1

KEY ISSUE: Change Order No. 1

COUNCIL ACTION: Approve Change Order No. 1 on the Downtown Streetscape Project.

RECOMMENDATION: Approve Change Order No. 1 on the Downtown Streetscape Project.

ITEM NO: _____

MEETING DATE: 03-08-2021

MEETING: Council

Contract Change Order						Date:	08-Mar-21
						Project:	Downtown Streetscape
						Location:	Bixby, Ok
To: Paragon Contractors						Contract No.	SP24-1601a
						Change Order No.	1
You are hereby requested to comply with following changes from the current plans and specifications							
Item No.	Description of changes- quantities, units prices, change in completion schedule, etc.					DECREASE in contract	INCREASE in contract
Change Order Items							
a	RFI 23 - Soul II Sole Step Replacement	Add			\$ 5,452.22		\$ 5,452.22
b	RFI 29 - Remove & Replace Community Center Steps	Add			\$ 6,940.47		\$ 6,940.47
c	RFI 42 - Install two (2) drain basins	Add			\$ 1,943.47		\$ 1,943.47
d	RFI 50 - Sawcut Community Center Footing	Add			\$ 5,889.94		\$ 5,889.94
e	Pavement Striping	Add			\$ 40,000.45		\$ 40,000.45
Estimate of Adjustment to Quantities							
4	Meter Boxes Adusted to Grade	Add	EA	5.00	@ \$ 135.00		\$ 675.00
7	Removal of Curb and Gutter	Add	LF	545.00	@ \$ 8.00		\$ 4,360.00
8	Removal of Asphalt Paving	Add	SY	15,789.00	@ \$ 6.00		\$ 94,734.00
9	Removal of Concrete Paving	Add	SY	18,916.00	@ \$ 9.25		\$ 174,973.00
10	Removal of Existing Pipe	Add	LF	666.39	@ \$ 29.00		\$ 19,325.31
12	Removal of Driveway	Add	SY	26.00	@ \$ 9.25		\$ 240.50
16	Electrical Service & Panel	Add	EA	3.00	@ \$ 9,300.00		\$ 27,900.00
24	Unclassified Excavation	Add	CY	1,758.00	@ \$ 16.00		\$ 28,128.00
26	Aggregate Base Type A - CIP	Add	CY	6,318.00	@ \$ 58.00		\$ 366,444.00
27	Compacted Subgrade	Add	SY	8,754.00	@ \$ 2.25		\$ 19,696.50
28	Separator Fabric	Add	SY	13,082.00	@ \$ 1.00		\$ 13,082.00
29	Fabric Reinforcement	Deduct	SY	-11,134.00	@ \$ 1.60		\$ (17,814.40)
30	Superpave, Type S4	Add	TON	215.00	@ \$ 82.00		\$ 17,630.00
31	Superpave, Type S5	Deduct	TON	-903.00	@ \$ 85.00		\$ (76,755.00)
32	Cold Milling	Deduct	SY	-15,824.00	@ \$ 3.00		\$ (47,472.00)
33	Stamped Concrete Pavement (Placement)	Deduct	SY	-104.00	@ \$ 64.00		\$ (6,656.00)
34	Stamped Concrete Pavement (Material)	Deduct	LF	-17.00	@ \$ 105.00		\$ (1,785.00)
36	Concrete Driveway	Add	SY	267.00	@ \$ 69.00		\$ 18,423.00
37	Full Depth Concrete Patch	Deduct	SY	-128.00	@ \$ 77.00		\$ (9,856.00)
38	Full Depth Asphalt Patch	Add	SY	6,811.00	@ \$ 54.00		\$ 367,794.00
39	Manhole (4' DIA) - CIP	Add	EA	3.00	@ \$ 2,600.00		\$ 7,800.00
40	Manhole (6' DIA) - CIP	Deduct	EA	-1.00	@ \$ 4,500.00		\$ (4,500.00)
41	Inlet, CICI Des. 2	Add	EA	2.00	@ \$ 3,000.00		\$ 6,000.00
51	TYPE 2 SMD INLET W/TYPE 1B Grate	Add	EA	1.00	@ \$ 4,300.00		\$ 4,300.00
52	14"x23" RCP Elliptical	Add	LF	84.00	@ \$ 130.00		\$ 10,920.00
53	19"x30" RCP Elliptical	Deduct	LF	-90.00	@ \$ 138.00		\$ (12,420.00)
54	22"x13" RCP Arch	Deduct	LF	-127.00	@ \$ 138.00		\$ (17,526.00)
55	36"x22" RCP Arch	Add	LF	54.00	@ \$ 157.00		\$ 8,478.00
56	15" RCP	Add	LF	559.00	@ \$ 94.00		\$ 52,546.00
57	12" RCP	Add	LF	2.00	@ \$ 78.00		\$ 156.00
58	18" RCP	Add	LF	107.00	@ \$ 95.00		\$ 10,165.00
59	36" RCP	Deduct	LF	-38.00	@ \$ 136.00		\$ (5,168.00)
62	4" Perf. Pipe French Drain	Deduct	LF	-453.00	@ \$ 8.00		\$ (3,624.00)
63	4" Solid Drain Line	Deduct	LF	-1,920.00	@ \$ 8.00		\$ (15,360.00)
64	4" concrete Pavement (Sidewalk)	Add	SF	2,604.00	@ \$ 5.05		\$ 13,150.20
65	6" Concrete Curb at Back of Sidewalk	Deduct	LF	-374.00	@ \$ 14.00		\$ (5,236.00)
66	Red Brick Accent Paving	Add	SF	390.00	@ \$ 20.00		\$ 7,800.00
68	Charcoal Brick Truncated Dome	Deduct	SF	-24.00	@ \$ 22.00		\$ (528.00)
88	Modular Block Wall	Add	LF	173.00	@ \$ 91.00		\$ 15,743.00
WS2	Excavation and Backfill, Unclassified	Add	CY	244.00	@ \$ 15.00		\$ 3,660.00
WS5	2" SDR 21 PVC	Deduct	LF	-18.00	@ \$ 107.00		\$ (1,926.00)
WS6	6" C900 PVC	Add	LF	19.00	@ \$ 86.00		\$ 1,634.00
WS7	8" C900 PVC	Add	LF	293.00	@ \$ 66.00		\$ 19,338.00
WS8	12" C900 PVC	Deduct	LF	-22.00	@ \$ 79.00		\$ (1,738.00)
WS10	12" x 6" DIP Cross	Add	EA	1.00	@ \$ 1,090.00		\$ 1,090.00
WS12	12"x 6" DIP Tee	Deduct	EA	-1.00	@ \$ 840.00		\$ (840.00)
WS14	8"x 6" DIP Tee	Deduct	EA	-2.00	@ \$ 830.00		\$ (1,660.00)
WS15	6"x 6" DIP Tee	Add	EA	1.00	@ \$ 625.00		\$ 625.00
WS16	12 Inch DI Solid Sleeve	Add	EA	5.00	@ \$ 470.00		\$ 2,350.00
WS17	8" DIP Solid Sleeve	Add	EA	13.00	@ \$ 309.00		\$ 4,017.00
WS18	6" DIP Solid Sleeve	Deduct	EA	-8.00	@ \$ 225.00		\$ (1,800.00)
WS19	2" DIP Solid Sleeve	Deduct	EA	-1.00	@ \$ 210.00		\$ (210.00)
WS20	12 inch DI 45 Degree Bend (RJ)	Add	EA	4.00	@ \$ 798.00		\$ 3,192.00
WS21	12 inch DI 11.25 Degree Bend (RJ)	Deduct	EA	-1.00	@ \$ 798.00		\$ (798.00)
WS22	8 Inch DI 45 Degree Bend (RJ)	Add	EA	25.00	@ \$ 400.00		\$ 10,000.00
WS24	6 Inch DI 45 Degree Bend (RJ)	Add	EA	1.00	@ \$ 340.00		\$ 340.00

WS25	6 InCh X 2 InCh DI Reducer (RJ)	Add	EA	1.00	@	\$	272.00	\$	272.00
WS26	12" DIP Plug	Deduct	EA	-1.00	@	\$	668.00	\$	(668.00)
WS27	CONNECTION - CIP	Add	EA	22.00	@	\$	1,735.00	\$	38,170.00
WS28	12" Gate Valve	Deduct	EA	-5.00	@	\$	2,445.00	\$	(12,225.00)
WS30	6" Gate Valve	Deduct	EA	-5.00	@	\$	915.00	\$	(4,575.00)
WS31	2" Gate Valve	Add	EA	3.00	@	\$	630.00	\$	1,890.00
WS32	Fire Hydrant Assembly - CIP	Add	EA	6.00	@	\$	3,500.00	\$	21,000.00
WS33	Valve Box	Deduct	EA	-4.00	@	\$	345.00	\$	(1,380.00)
WS36	Pavement Removal	Add	SY	746.00	@	\$	14.50	\$	10,817.00
WS37	Pavement Replacement	Add	SY	1,014.00	@	\$	45.00	\$	45,630.00
Change in contract price due to this change order								\$	1,262,194.66
Net Increase								\$	1,262,194.66
Previous Increase								\$	-
Cumulative Increase								\$	1,262,194.66
Original Contract Amount								\$	6,106,106.00
New Contract Amount								\$	7,368,300.66
This document shall become an amendment to the contract and all provisions of the contract shall apply hereto									
Recommended by									
						(Date)			
Accepted by									
						(Date)			
Approved by									
						(Date)			

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Approve termination and final acceptance of the 2019 CIRP North Asphalt Project;
final contract amount is \$111,541.81

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND:

Location: various subdivisions

Contractor: H&G Paving

Project Scope:

Rehabilitation of various asphalt streets.

The original contract amount was \$620,594.89. However, the City has opted to invoke Section 204.14 of the Contract Documents to limit the project to completed work.

The remaining asphalt streets that were not completed will be included in a future rehabilitation contract.

EXHIBITS: Termination Agreement

KEY ISSUE: Quality of Infrastructure

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 03-09-2021

MEETING: Council

AGREED TERMINATION FOR CONVENIENCE AND MUTUAL RELEASE

This Agreed Termination for Convenience and Mutual Release ("Agreement") is made and entered into by and between H&G Paving Contractors, Inc. ("H&G") and City of Bixby ("Bixby") (referred to collectively as the "Parties").

WHEREAS, H&G, as general contractor, and Bixby, as owner, entered into a construction contract agreement for the construction of a project known as, 2019 CIRP North Asphalt Pavement Rehabilitation ("Contract").

WHEREAS, Bixby has determined that it is in the best interest of Bixby to terminate the remaining work under the Contract for convenience in accordance with Section 204.14 of the General Conditions.

WHEREAS, Bixby acknowledges that the work performed to date by H&G has been accepted and approved for payment in accordance with this Agreement.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The Contract is hereby terminated for convenience by Bixby effective March 8, 2021 in accordance with Section 204.14 of the General Conditions and H&G has no further obligations under the Contract.

2. Bixby shall pay H&G a total of \$111,541.81, as set forth in the Pay Applications 1 and 2 attached hereto, in complete satisfaction of all amounts owed for labor and materials supplied by H&G to the project under the Contract.

3. The Parties for themselves, their parent companies, subsidiaries, principals, stockholders, successors, assigns, insurers and sureties do hereby release, acquit and forever discharge each other and their respective parent companies, subsidiaries, principals,

stockholders, officers, directors, agents, employees, representatives, successors, assigns, insurers and sureties of and from any and all claims, actions, causes of action, suits, losses, property damage, demands and damages of every kind, including claims for costs and/or attorney fees, asserted or which could have been asserted, accrued or which may later appear or accrue, known or unknown, anticipated or unanticipated, either in contract or in tort, arising from, growing out of, or any way related to the Contract or Project.

4. This Agreement contains the entire agreement between the Parties and the terms hereof are contractual and not a mere recital.

5. Each of the Parties warrants that it is the real party in interest of the claims hereby settled and that their representatives, whose signatures appear on this Agreement, have the right to execute this Agreement on behalf of the Parties.

6. This Agreement shall become effective immediately upon execution by each of the Parties.

7. All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

8. This Agreement may be executed in counterparties, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma to the exclusion of the laws of any other jurisdiction. Further, for the purpose of interpreting this Agreement, it is hereby agreed that each party has participated in the

preparation of this Agreement, and that this Agreement shall not be construed against any parties on the basis that the other party was the drafter.

IN WITNESS WHEREOF the Parties, by and through their authorized representatives, appear and hereto set their hands on the date indicated.

CAUTION: This is an agreement; READ IT before signing.

City of Bixby

By: _____
Print: _____
Title: _____

AFFIDAVIT

STATE OF OKLAHOMA)
) ss
COUNTY OF _____)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn on oath, acknowledged to me that the foregoing instrument had been read by him/her and that he/she had willingly executed it as his/her own free act and deed for the purposes and considerations therein expressed.

Given under the hand and seal of office this _____ day of _____, 2021.

Notary Public

My Commission Expires:

Commission No.: _____

H&G Paving Contractors, Inc.

By: [Signature]
Print: Craig Miller
Title: Vice President

AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Muskogee)

ss

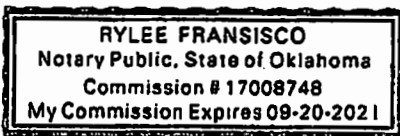
BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Craig Miller known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn on oath, acknowledged to me that the foregoing instrument had been read by him/her and that he/she had willingly executed it as his/her own free act and deed for the purposes and considerations therein expressed.

Given under the hand and seal of office this 23 day of February, 2021.

[Signature]
Notary Public

My Commission Expires:

9/20/2021
Commission No.: 17008748



City of Bixby BPWA Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008
February 22, 2021 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 February 19th on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 6:32 pm.

City Clerk Yvonne Adams called the roll and all members were present.

Members Present

**Blair
Girard
Easton
Crawford
Guthrie**

Staff Present

**Jared Cottle, City Manager
Phil Frazier, City Attorney
Jason Mohler, Dev. Service
Ike Shirley, Police Chief
Charles Barnes, Finance Dir.
Bea Aamodt, Public Works
John Wood, Parks Dir.
Yvonne Adams, City Clerk**

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

CITY CLERKS REPORT

Consider and approve:

- a) Minutes for the Bixby Public Works Authority meeting dated 02/08/21.

Mayor Guthrie asked for a motion on the BPWA consent agenda. All councilor approved.

Mayor Guthrie said on Item #1 on the Regular BPWA agenda is:

New Business

There being none.

Adjournment was called at 7:34 p.m.

MAYOR

ATTEST

CITY CL