

Notice and Agenda Work Session Meeting of The Bixby City Council

Dawes Conference Room
113 West Dawes, Bixby, Oklahoma 74008
April 26, 2021, at 5:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Agenda

1. Presentation by Bixhoma Lake User Group.

John Wood

2. Discussion of Downtown Summer Concert Series.

Jared Cottle

3. Discussion of food truck ordinances and policies.

Jared Cottle

Notice of Posting

This Notice and Agenda was posted on the bulletin board this 23rd day of April 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
April 26th 2021 at 6:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Pledge of Allegiance

Invocation

ADMINISTRATION OF THE OATH OF OFFICE TO BRIAN GUTHRIE, AS COUNCIL
MEMBER FROM WARD 2. JUDGE CHILDERS

ADMINISTRATION OF THE OATH OF OFFICE TO ROBERT FOUNDS, AS COUNCIL
MEMBER FOR WARD 1. JUDGE CHILDERS

ELECTION OF A MAYOR AND VICE MAYOR, PURSUANT TO BIXBY CHARTER
SECTION 2.2 (a).

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.

Consent Agenda

City Clerk's Report

Consider and approve:

- a) Minutes for the Work Session meeting dated 04/12/21.
- b) Minutes for the City Council meeting dated 04/12/21.
- c) Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-21 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (General Fund portion).
- d) Discuss and/or approve the Proclamation for the National Police Officer Week 2021.
- e) Discussion and possible action to enter into a contract with CBEW for the FY-21 audit for the second year of a three year commitment in the amount of \$9,200 (General Fund portion).
- f) Discuss and/or approve the Resolution to participate in the Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard, Mitigation Plan.
- g) Discuss and/or approve the purchase to HID Global in the amount of \$13,238.16, to upgrade the Cross Match fingerprint machine.
- h) Discuss and/or approve quote from Elevated Pavers & Stone to reset pavers at the 148th and Riverview roundabout.
- i) Discuss and/or approve quote from Affordable Asphalt to repair asphalt in 11 damaged areas on Sheridan between 141st & 145th.
- j) Discuss and/or take action on a Waiver of Barricade Rental Fees for Bixby Public Schools on Special Event Application for Bixby High School 2021 "Graduation Parade".
- k) Discuss and/or take action on a Waiver of Park Rental, Deposit and Barricade Rental Fees for Bixby Public Schools on Special Event Application for Bixby High School 2021 "A Day With Bixby Bands" event at Charley Young Event Park.

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.

- l) Northern Safety and Industrial as a sole source vendor pursuant to (Purchasing Ordinance No. 2121, 2-4-8) for Self - Contained Breathing Apparatus (SCBA) for Fire Department not to exceed \$6540.00 funding from FY 2021 Capital Improvement.
- m) Discuss and/or approve the purchase of a Holmatro Combi Extrication tool, tips and chains from Conrad Fire Equipment not to exceed \$15,627.88.
- n) Discuss and/or approve the purchase of new tires for Ladder one in the amount of \$4,226.83 from Goodyear Tire, pricing per State Contract.
- o) Discuss and/or take action on accepting the South Bixby Drainage-Phase 1B located north of 171st Street between Memorial Drive and Mingo Road; final project amount of \$354,041.97.
- p) Discuss and/or take action on Contract Renewal with Tulsa County for FY18 CDBG funding.
- q) Discuss and/or take action on Contract Renewal with Tulsa County for FY19 CDBG funding.
- r) Discuss and/or take action on a Waiver of Park Rental, Deposit and Barricade Rental Fees for Bixby Outreach Center on Special Event Application for “Smokin’ Pig 5k and 1m Fun Run” 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

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. Discuss and/or take action on awarding contract to Ira M. Green Construction for the White Hawk Basin Sewer Interceptor; Ira M. Green Construction submitted the lowest and best bid of \$1,074,454.00.

Bea Aamodt

2. Discuss and/or take action on awarding contract to Envision Civil Contract, LLC for South Bixby Drainage Phase II.; Envision Civil Contractors, LLC submitted the lowest and best bid of \$621,501.90.

Bea Aamodt

3. Consider, discuss, and approve Bixby Plat 21.03- Conditional Final Plat for Presley Heights (Blocks 6-10), containing 48 residential lots, 16.131 acres, in Section 17, Township 17N, Range 13E, located southwest of the southwest corner of East 141st Street South and South Harvard Avenue.

Carolyn Back

4. Consider, discuss, and approve Bixby Plat-21.04-Conditional Final Plat for River Crest (Blocks 5-10), containing 116 residential lots, 28.907 acres, in Section 11, Township 17N, Range 13E, located south of 131st Street South on South 73rd East Avenue, Between South Sheridan Road and South Memorial Drive.

Carolyn Back

5. Consider, discuss, and approve Downtown Façade Grant Program application for Plummer Station, located at 27 East Needles, Section 24, Township 17N, Range 13E.

Carolyn Back

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6. Discuss and/or take action on Agreement with Precision Project Management Inc. for development of the Flats @ 151st, based on the response to the Privett Addition Request for Proposal.

Jared Cottle

7. Discuss and/or take action on Economic Development Agreement with Kevin and Amy Smith for producing a Summer Concert Series in Downtown Bixby.

Jared Cottle

8. City Manager's Report

Jared Cottle

9. New Business

Mayor or Vice-Mayor

10. Adjournment

Mayor or Vice-Mayor

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of April 23rd 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.

Bixby Public Works Authority Meeting

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

April 26th, 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 04/12/21.
- b. Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-21 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (BPWA Fund portion).

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.

- c. Discussion and possible action to enter into a contract with CBEW for the FY-21 audit for the second year of a three year commitment in the amount of \$9,200 (BPWA portion).

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 April 23rd 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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City of Bixby City Council Work Session Meeting Minutes

**Dawes Conference Room
113 W Dawes, Bixby, OK 74008
April 12, 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 April 9th on or before 4:00 p.m.

Mayor Guthrie called the meeting to order at 5:00 p.m. City Clerk Yvonne Adams called the roll and all members were present, except Councilor Blair.

Members Present

Guthrie
Girard
Easton
Crawford

Staff Present

Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Bea Aamodt, Public Works
John Wood, Parks Director
Yvonne Adams, City Clerk

Mayor Guthrie said item #1 on the Work Session agenda is:
Discussion on OMAG Stability Test.

Presented by: Charles Barnes

This discussion is on the OMAG Recognition program which has been very beneficial to the City of Bixby over several years which we receive funds for following requirements, Charles has a listing of the requirements while two have been met, and last week you received the Stability Test that includes everything you need to take the test, Charles gave council explanation on what they are looking for in the test and would like to get those back and send back to OMAG stating your participation.

Discussion continued.
No action taken.

Mayor Guthrie said item #2 on the Work Session agenda is:
Discussion on FY2022 Budget.

Presented by: Charles Barnes

This item was brought to Council for the discussion on the FY 2022 budget giving details of each fund that is located in the budget. Charles gave some overview of the funds that effect the yearly budget, council has been given their copy of the budget to review with any questions or concerns. Charles stated that he would be here to answer any questions that you may have.

Discussion continued.
No action taken.

Mayor Guthrie said item #3 on the Work Session agenda is:
Discussion on North River Access Park-Phase 2.

Presented by: Jared Cottle
Others that spoke: Jim Crosby, PDG Planning & Design

This item was an overview of the River Access Park with a presentation shown to council of the overall masterplan, starting with the activity trail improvements along with the cost amount for the design elements. Jim explained to council as presented during the presentation that the Park has Option A additions and Option B additions to the masterplan, with discussion regarding the different plans. Jim asked if there were any questions or concerns regarding this plan and would answer any questions.

Discussion continued.
No action taken.

Adjournment was called at 5:56 p.m.

Mayor

Attest

City Clerk

City of Bixby City Council Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008
April 12, 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 April 9th on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 6:09 pm.

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

Members Present

Blair

Girard

Guthrie

Crawford

Easton

Jared Cottle, City Manager

Phil Frazier, City Attorney

Charles Barnes, Finance Dir.

Bea Aamodt, Public Works

Joey Wiedel, Fire Chief

John Wood, Parks Director

Yvonne Adams, City Clerk

Staff Present

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 03/22/21.
- b) Minutes for the City Council meeting dated 03/22/21.
- c) Discuss and approve the proclamation for the National Telecommunicators Week 2021.
- d) Consider and take action on declaring property at 224 East Breckenridge Ave, South, Bixby, Oklahoma, a/k/a Lots 1 and 2, Block 33, Midland Addition Subdivision, to constitute a public nuisance and to direct abatement to proceed pursuant to Bixby City Code.
- e) Discuss and/or take action on accepting the Roadway Reconstruction East 131st Street South between Mingo Road and Garnett Road; final project amount of \$191,610.27.

- f) Discuss and/or approve Agreement with ONG for the relocation of ONG facilities to accommodate the proposed 121st and Mingo Intersection Widening Project.
- g) Approve renewing mowing contract with BOCA Outdoors for FY21 to Mow Right-of-Way.
- h) Approve renewing mowing contract with Source One for FY21 to mow the Haikey Levee.
- i) Approve renewing mowing contract for FY21 to mow Bixby Cemetery.
- j) Approve renewing mowing contract with Precision Fencing for FY21 to mow Fry Creek channels, Bixby Creek channel, and Right-of-Way.
- k) Approve renewing mowing contract with Prodigy Lawn and Care for FY21 to mow Right-of-Way.
- l) Accept the infrastructure at 126 Memorial Development, located at 126th and Memorial, into the City's infrastructure.
- m) Accept the infrastructure at Bungalows at Willows Subdivision, located at 126th and memorial, into the City's infrastructure.
- n) Discuss and/or take action on accepting the Roadway Reconstruction East 131st Street Sought between Mingo Road and Garnett Road; final project amount of \$191,610.27.
- o) Approve purchase order in the amount of \$9,752.63 to PPI Testing for materials testing services for the 131st St Reconstruction Project.
- p) Approve final acceptance of the Bentley Park Sign Package Project and a final contract amount of \$125,386.53.

- q) Discuss and/or approve Change Order #3 for the Bixby Water Reclamation Facility for extension of time; adding an additional 76 days to the contract, for a total contract time of 806 days.
- r) Request to approve the contract of lawn care services for Fire Station 2, City Hall and the Dawes Building, from DreamScapes of Tulsa for a two-year term not to exceed \$6,480.00 per year with funding from 2021-2022 Operating Budget Fund.
- s) Request to extend lease agreement with J&P Ventures LLC, (Cross Creek) for the purpose of additional storage capacity and COVID-19 preparations. Not to exceed \$1400.00 per month, total of \$16,800.00 for one year term.
- t) Consider and approve renewal and extension of MVP sports park agreement.

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.

Mayor Guthrie asked for a motion on the Consent Agenda. Mayor Guthrie asked to pull items "e" and "n", Councilor Blair asked for item "q" to be discussed because he had some concerns regarding this item. City Manager Jared Cottle and Public Works Director Bea Aamodt gave council details on this item. Steven Buchanan asked to speak on item "d" concerning property for abatement and would like to get an extension to finish cleaning it up. City Attorney Phil Frazier stated that from looking at the property Mr. Buchanan has made some progress on it and would be comfortable extending his request. Vice Mayor Easton made motion to approve seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None.

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

Consider, discuss and recognize Vice Mayor John Easton's service to the City of Bixby.

Presented by: Mayor Guthrie

This item was for Vice Mayor John Easton and his service to the City of Bixby. Mayor Guthrie gave spoke about John Easton's time and dedication and presented him with a plaque in appreciation of his commitment to the City of Bixby. Others spoke also about his accomplishments during his 12 years as councilor, Mayor and Vice Mayor.

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

Consider, discuss and confirm Mr. Jeff Sloan to the Bixby Board of Adjustment.

Presented by: Mayor Guthrie

This item was to confirm Mr. Jeff Sloan to the Bixby Board of Adjustment.

Mayor Guthrie asked for a motion on item #2. Councilor Girard made motion to approve, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None.

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

Consider, discuss and confirm Mr. Steve Hobbs to the Bixby Planning Commission.

Presented by: Mayor Guthrie

This item was to confirm Mr. Steve Hobbs to the Bixby Planning Commission.

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

Carried 5-0

Yes: Blair, Crawford, Girard, Easton, Guthrie.
No: None.

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

Discuss Eagle Scout project at Bixhoma Lake.

Presented by: John Wood

This item was brought to council by Eagle Scout Alex Rossow for council to approve the project clearing overgrown brush on the trail to be easier and safer for hiking.

Mayor Guthrie asked for a motion on item 4. 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 #5 on the Regular Agenda is:

Consider, discuss, and approve Ordinance Number 2333, Bixby Easement Closure number 21.02 *TANNER-RUHL*. An easement closure of a utility easement in the side yard of a property located in Section 2 Township 17 North Range 13 East in the City of Bixby.

Presented by: Justin Dowd

This item is for approve of Ordinance Number 2333 for an easement closure of a utility easement of lots 4 and 5 in the reserve of Addison Creek.

Discussion continued.

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

Carried 5-0

Yes: Crawford, Girard, Blair, Easton, Guthrie.
No: None.

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

Request to approve Emergency Clause for Ordinance Number 2333 and waiving second reading thereof.

Presented by: Justin Dowd

Mayor Guthrie asked for a motion on item #6. 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 #7 on the Regular Agenda is:

Discussion and possible approval of Ordinance Number 2329 Bixby Comprehensive Plan-21.01, Amendment to the Comprehensive Plan for *The Retreat*, Commercial to Medium Density Residential, to allow for RS-3 (Residential Single Family) zoning in the southeast corner of Bixby Planned Unit Development-21.01, contains 160.422 acres in Section 21, Township 17N, Range 13E, located North of 161st Street South and West of South Yale Ave.

Presented by: Jared Cottle

Others that spoke: Ricky Jones, Tanner Consulting LLC 5323 South Lewis Avenue, Tulsa ok

This item was brought back from the last meeting with some concerns and question for the applicant, and Rickey Jones is present to address some to the concerns that was discussed in the previous meeting regarding this amendment to the Comprehensive Plan for the "The Retreat". Mr. Ricky Jones for Tanner Consulting will add any additional information that he may have for you concerning this project, with a number of items that follow pertaining to this item we will be using some of the same information for last time but with some supplemental information that Mr. Jones will provide.

Mr. Jones stated that he is here to discuss this item with items that follow regarding this proposed project, the issues that was discussed at the last meeting concerning the commercial areas at the corridor which was some interest to some of the council. Mr. Jones gave council his additional information on the concerns by reaching out to commercial real estate brokers to get answers for council regarding this project.

Discussion continued.

Mayor Guthrie asked for a motion on item #7. 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, Easton.

No: None.

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

Request to approve Emergency Clause of Ordinance No. 2330 and waiving second reading thereof.

Presented by: Jared Cottle

Mayor Guthrie asked for a motion on item #8. Councilor Blair made motion to approve, seconded by Vice Mayor Easton. The vote was taken with the following results:

Carried 4-1

Yes: Blair, Easton, Crawford, Guthrie.

No: Girard

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

Discussion and possible approval of Ordinance Number 2330 Bixby Zoning-21.01, Rezoning for *The Retreat*, proposed amendment to a zoning district in the City of Bixby, from Agriculture to (RS-2.5) Residential Single Family, to allow for a Residential Development in Bixby Planned Unit Development-21.01, contains 160.422 acres in Section 21, Township 17N, Range 13E, located North of 161st Street South and West of South Yale Ave.

Presented by: Jared Cottle

This item is for approval of Ordinance Number 2330 for the Rezoning for "The Retreat located north of 161st Street South and West of South Yale Ave.

Mayor Guthrie asked for a motion on item #9. 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 #10 on the Regular Agenda is:

Request to approve Emergency Clause for Ordinance number 2331 and waiving second reading thereof.

Presented by: Jared Cottle

Mayor Guthrie asked for a motion on item #10. Vice Mayor Easton made motion to approve, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None.

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

Discussion and possible approval of Ordinance Number 2331, Bixby Planned Unit Development-21.01, Planned Unit Development for *The Retreat*, containing Four (4) Development Areas, 160.422 acres, in Section 21, Township 17N, Range 13E, located North of 161st Street South and West of South Yale Ave.

Presented by: Jared Cottle

This item is for Ordinance Number 2331 Planned Unit Development located north of 161st Street South and West of South Yale Ave.

Discussion continued.

Mayor Guthrie asked for a motion on item #11. Vice Mayor Easton made motion to approve, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None.

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

Request to approve Emergency Clause for Ordinance Number 2331 and waiving second reading thereof.

Presented by: Jared Cottle

Mayor Guthrie asked for a motion on item #12. Vice Mayor Easton made motion to deny, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None.

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

Discussion and possible approval of Bixby Preliminary Plat (BXPT) number 21.01, for *The Retreat*, 160.422 acres, containing Four (4) Development Areas with four hundred seventeen (417) lots, nine (9) blocks, and six (6) reserve areas, in Section 21, Township 17N, Range 13E, located North of 161st Street South and West of South Yale Ave.

Presented by: Jared Cottle

This item is for approval of Bixby Preliminary Plat for "The Retreat" located at north of 161st Street South and West of South Yale Ave. Mr. Cottle asked to approve the concept that is outlined in the PUD.

Discussion continued.

Mayor Guthrie asked for a motion on item #13. Councilor Blair made motion to approve, seconded by Vice Mayor Easton. The vote was taken with the following results:

Carried 5-0

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

No: None.

Mayor Guthrie said on Item #14 on the Regular Agenda is:

Reconsideration of Ordinance Number 2332, Minor Amendment to the Bixby Planned Unit Development 29-A, Boardwalk on Memorial, allowing for a previously excluded Use Unit and modifications to building setback lines, located in Lot One (1), Block (1), The Boardwalk on Memorial, Section 1, Township 17N, Range 13E, 12345 South Memorial Drive.

Presented by: Mayor Guthrie

This item was withdrawn for failure to appear.

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

Request to approve Emergency Clause for Ordinance Number 2332 and waiving second reading thereof.

The item was withdrawn for failure to appear.

Mayor Guthrie said on Item #16 on the Regular Agenda is:

Discussion and possible approval of Ordinance Number 2334, Bixby Comprehensive Plan-21.02, Amendment to the Comprehensive Plan for *Dollar General*, Residential Single-Family to Commercial Shopping, contains 2.25 acres in Section 25, Township 17N, Range 13E, located at approximately 169th Street South and South Memorial Drive.

Presented by: Jared Cottle

Others that spoke: Alan Betchan AAB Engineering LLC, Greg William 600 E 181st St. S

This item is for approval of Ordinance Number 2334 of an Amendment to the Bixby Comprehensive Plan for Dollar General located at 169th Street South and South Memorial Drive.

Mr. Betchan will provide you with additional detail regarding this proposed project for any questions and concerns.

Mr. Greg Williams had some concern about the traffic with this proposed project, he stated he would love to see it come there, but no sure how that going to effect the traffic.

Discussion continued.

Mayor Guthrie asked for a motion on item #16. Councilor Girard made motion to approve, seconded by Vice Mayor Easton. The vote was taken with the following results:

Carried 5-0

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

No: None.

Mayor Guthrie said on Item #17 on the Regular Agenda is:

Request to approve Emergency Clause for Ordinance Number 2334 and waiving second reading thereof.

Presented by: Jared Cottle

Discussion continued.

Mayor Guthrie asked for a motion on item #17. Vice Mayor Easton made motion to approve, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None

Mayor Guthrie said on Item #18 on the Regular Agenda is:

Discussion and possible approval of Ordinance Number 2335, Bixby Zoning-21.02, Rezoning for *Dollar General*, proposed amendment to a zoning district in the City of Bixby, from Residential Single-Family (RS-1) to Commercial Shopping (CS), contains 2.25 acres in Section 25, Township 17N, Range 13E, located at approximately 169th Street South and South Memorial Drive.

Presented by: Jared Cottle

Mayor Guthrie asked for a motion on item #18. Vice Mayor Easton made motion to approve, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None.

Mayor Guthrie said on Item #19 on the Regular Agenda is:

Request to approve emergency Clause for Ordinance No. 2335 and waiving second reading thereof.

Presented by: Jared Cottle

Mayor Guthrie asked for a motion on item #19. Councilor Crawford made motion to approve, seconded by Councilor Blair. The vote was taken with the following results:

Carried 4-1

Yes: Crawford, Blair, Easton, Guthrie.

No: Girard.

Mayor Guthrie said on Item #20 on the Regular Agenda is:

Discussion and possible approval of Ordinance number 2336, Bixby Planned Unit Development-21.02, Planned Unit Development for *Dollar General*, containing 2.25 acres in Section 25, Township 17N, Range 13E, located at approximately 169th Street South and South Memorial Drive.

Presented by: Jared Cottle

This item is for Ordinance Number 2336 PUD for the proposed project located at 169th Street South and South Memorial Drive.

Discussion continued.

Mayor Guthrie asked for a motion on item #20. Councilor Girard made motion to approve, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 5-0

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

No: None.

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

Request to approve emergency Clause for Ordinance No. 2336 and waiving second reading thereof.

Presented by: Jared Cottle

Mayor Guthrie asked for a motion on item #21. Vice Mayor Easton made motion to approve, seconded by Councilor Crawford. The vote was taken with the following results:

Carried 4-1

Yes: Easton, Crawford, Girard, Guthrie.

No: Blair.

Mayor Guthrie asked to go to item #24 the City Manager's Report.

Mayor Guthrie said on Item #22 on the Regular Agenda is:

Motion to enter into Executive Session:

Mayor Guthrie

- a) *Discussion on employment of new City Planner, Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.1.*

Mayor Guthrie asked for a motion on item #24. Councilor Girard made motion to approve, seconded by Councilor Blair. The vote was taken with the following results:

Carried 5-0

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

No: None.

Mayor Guthrie said on Item #23 on the Regular Agenda is:

Motion to exit executive Session and reconvene in open session.

Presented by: Mayor Guthrie

Mayor asked for a motion to exit executive session all member voted to exit and reconvene at 8:13pm.

Mayor Guthrie said on Item #24 on the Regular Agenda is:

City Manager's Report

- Food Trucks for Kids April 15th at 5pm-8pm at Charley Young Event Park.
- Free Landfill Days April 16-17, Friday 6am-5:30-Saturday 7am-1pm at Quarry Landfill, 13720 E. 46th St North.
- Bixby Public Schools Graduate Parade May 2nd 3pm-4:30pm.
- Gamblers Crit Series May 6th 4pm.-10pm Downtown Bixby.
- BBQ & Blues May 7th & May 8 Friday 5pm-11pm & Saturday 9am-11pm Sponsored by Rotary Club of Bixby.
- Smokin 5 K Run May 8 Bixby Outreach Center.
- Great American Clean up April 17, sponsored by Keep Bixby Beautify starting at 10am-12 noon at Washington Irving Park.

Mayor Guthrie said on Item #23 on the Regular Agenda is:

New Business

There being no new business.

Recess the Regular Meeting at 8:05pm.

Reconvene the Regular Meeting at 8:02pm

Adjournment was called at 8:15 p.m.

Mayor

Attest

City Clerk

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-21 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (General Fund portion).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Crawford and Associates has considerable familiarity with our financial operations, having prepared the FY-12 thru FY-20 Financial Statements for the City, and thus is well positioned to efficiently and cost-effectively prepare them for FY-21. The firm's knowledge of governmental accounting standards and municipal government provided the City with well-prepared financial statements and notes for our auditors to audit.

EXHIBITS: Contract

KEY ISSUE: Preparation of FY-21 Financial Statements for our auditors and accounting assistance as needed.

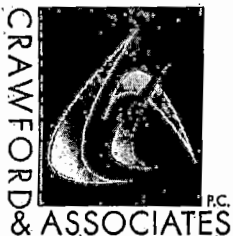
COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 04/26/2021

MEETING: City



April 13, 2021

Honorable Mayor and Members of the City Council
City of Bixby
PO Box 70
Bixby, OK 74008-0070

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Bixby (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Bixby management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Bixby contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Bixby are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance
- The Performer Analysis

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- The Performer Analysis

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Bixby, Oklahoma as of and for the year ended June 30, 2021. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Bixby, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$255
- Shareholders \$170
- Consulting Senior Managers \$155
- Consulting Managers \$130
- Consulting Staff \$115
- Clerical Staff \$45

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. However, for purposes of purchase order preparation, we will initially estimate the range of fees for the requested services to be approximately \$45,000 - \$50,000. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed.

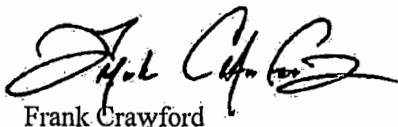
The term of this engagement is a period from July 1, 2021 through June 30, 2022. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Bixby.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Bixby:

By: _____

Title: _____

Date: _____

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve the Proclamation for the National Police Officer Week 2021.

INITIATOR: Chief Ike Shirley

STAFF INFO.SOURCE : Angela Williams

BACKGROUND: To recognize National Police Week 2021 and to honor the service of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy. National Police Week is to be observed the week of May 9th - 15th of 2021. With May 15th being designated as Peace Officer Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

EXHIBITS: Proclamation

KEY ISSUE: Acceptance of Proclamation

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve the Proclamation for the National Police Officer Week 2021.

ITEM NO: _____

MEETING DATE: 4/26/2021

MEETING: CITY

Proclamation for National Police Week 2021

To recognize National Police Week 2021 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bixby Police Department;

WHEREAS, since the first recorded death in 1786, more than 22,500 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 295 (182 fatalities are COVID-19 related) officers killed, 4 in Oklahoma in 2020 and 99 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 33rd virtual Annual Candlelight Vigil, on the evening of May 13, 2021;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that The Bixby City Council formally designates May 9-15, 2021, as Police Week in The City of Bixby, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Mayor Brian Guthrie

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible action to enter into a contract with CBEW for the FY-21 audit for the second year of a three year commitment in the amount of \$9,200 (General Fund portion)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: FY-21 will be the second of a three year commitment by the accounting firm CBEW Professional Group, LLP for the City's annual audit. We have been pleased with the work they have performed, their knowledge of governmental auditing requirements and their professional staff.

EXHIBITS: Audit Letter

KEY ISSUE: Contract for the audit of the City's financial statements.

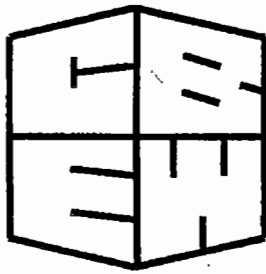
COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 4/26/2021

MEETING: City



CBEW Professional Group, LLP

Certified Public Accountants

P.O. Box 790

Cushing, OK 74023

918-225-4216 FAX 918-225-4315

Charles E. Crooks, Jr., CPA – Trisha J. Rieman, CPA – Gabrielle Conchola, CPA

April 20, 2021

Charles Barnes, CPA
City Treasurer/Finance Director
And those charged with Governance
City of Bixby
P.O. Box 70
Bixby, OK 74008

RE: Financial and Compliance Audits for Fiscal Year Ending June 30, 2021 and subsequent years.

Thank you for allowing CBEW Professional Group, LLP to perform auditing services for your city. This letter sets forth our understanding of the arrangements to conduct an audit of your financial statements and outlines the nature and scope of the services we will provide to you.

Scope of Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Bixby (City) as of and for the fiscal year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison schedules, to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subject to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules and related footnotes.

Scope of Services (Continued)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1. Schedule of Expenditures of Federal Awards, if a Single Audit is applicable.
2. Combining and individual fund financial statements-Non-Major Governmental and Enterprise Funds.
3. Schedule of Debt Service Coverage Requirements.
4. Any other supplemental information requested by the City.

The funds and Public Trusts encompassed in the audit scope of services will include all of those activities defined as a part of the City in accordance with the guidelines of the National Council on Government Accounting (NCGA) and the Governmental Accounting Standards Board (GASB). Therefore, in addition to the City, the audit will present the financial activities of the Bixby Public Works Authority as a blended component unit within the basic financial statements of the City of Bixby. A separate audit report will not be issued for the Public Works Authority.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplemental information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Audit Objectives (Continued)

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and, if applicable, the Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance, and will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Audit Procedures—General (Continued)

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney, if one has been consulted, as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements, schedule of expenditures of federal awards; federal award programs, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Audit Procedures—Internal Controls (Continued)

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of significant deficiencies, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control, such that there is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention to those charged with governance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will provide any proposed adjusting entries to the City's management for review and acceptance as well as a list of immaterial audit differences not proposed for adjustment. We may prepare a separate management letter setting forth findings and recommendations relative to internal control, fiscal affairs and other observations noted during the course of the audit not required to be included in the reports required by *Government Auditing Standards* or the Uniform Guidance. We will also provide a post-audit review for interested personnel of your City to discuss your accounting procedures and recommend measures that might be employed to correct problems, if any, that we may have observed during the audit. Upon completion of the audit we will compile and file the Annual Survey of City and Town Finances (form SA&I 2643), described in Section 17-105.1 of the Oklahoma Statutes.

Other Services

We will submit a copy of the audit to the Oklahoma State Auditor and Inspector (with the required \$100 fee). Further, we will be available to answer questions throughout the year as part of the audit engagement.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others.

Management Responsibilities (Continued)

In addition, you are also responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to release of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon and/or make the audited financial statements readily available to users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written management representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretation underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management is responsible for establishing and maintaining a process of tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objective discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management Responsibilities (Continued)

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, MD&A, other supplemental information and related notes, and any other nonaudit services we provide. We understand that your consultants, Crawford and Associates, P.C., will draft the financial statements and related notes, schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance, other supplementary information and assist in drafting the MD&A. Even though your consulting CPA firm prepares your financial statements and related notes in conformity with generally accepted accounting principles in the United States of America, the responsibility for the financial statements and related information remains with you. We may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for review the entries and understanding the nature of any propose entries and the impact they may have on the financial statements.

You will be required to acknowledge in the management representation letter your approval of the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any nonaudit services we provide by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Administration, Fees, and Other

We will perform these services as expeditiously as possible in order to meet the time requirements of the engagement. Chuck Crooks is the engagement partner and is responsible for supervising the engagement. We expect to begin our fieldwork in October/November following Crawford & Associates completion of their work. We expect to deliver 25 copies of signed audit opinions and related reports not later than December 15, 2021 (preferably at least one week prior to the Council meeting) and present the audit report to the City Council at its December meeting. The auditors' report and SA&I Form 2643 should be filed with the State Auditors & Inspector's office before December 31, 2021. It is understood that Crawford & Associates will prepare necessary end of year adjusting entries, convert the accounting records from a modified cash basis to GAAP, prepare working trial balances, and provide back-up documentation for the auditor. Additionally, Crawford & Associates and your accounting personnel would be available to answer questions and to provide assistance in locating records and any documents selected by us for testing, and to prepare schedules and analyses as may be necessary. A list of such schedules will be furnished to you shortly before or after we begin the engagement.

Administration, Fees, and Other (Continued)

Our fee for the services set forth in this letter is detailed in Exhibit 1 attached to this engagement letter and is based upon the value of the services rendered (rates determined by the nature of the services and the degree of skill required by our personnel). Every effort will be taken to keep that fee to a minimum consistent with the requirements of the engagement.

This engagement does not include any services not specifically stated in this letter. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Additional fees may be incurred in performing the audit if information is not available when requested such as repeated attempts to obtain information previously requested and not remitted timely causing us to be unable to complete our work as scheduled. Other matters that may result in additional fees is time expended in reconciling significant differences in the accounting records, or time expended in making reclassification and adjustments to accounting information to properly report applicable accounting categories in the financial statements as a result of errors, mispostings and related adjustments. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoice for these services will be rendered upon completion of the audit and is payable upon presentation.

If there is a change in scope of audit work requested by the City or if you request that we perform additional services not contemplated by this engagement letter, we will discuss those requirements with you and arrive at fee for those services before we begin. If authorized by the City, an amendment to the engagement letter, a separate engagement letter or other memorandum may be prepared to document such agreement. However, in the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Additional services, when requested, will be performed by the competent individuals with a rate most beneficial to the City based on the particular circumstances. Additional services of a significant nature, which you may request, will be billed separately.

Examples of significant changes in audit scope include, but are not limited to, the following:

- Assistance with the annual budgetary process (to the extent allowed by GAO independence rules)
- Addition of new Authorities or other component units to the audit scope
- Creation of significant new funds or activities to audit

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings, if the engagement is subject to the Uniform Guidance. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan, if applicable) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification of the reporting package.

Administration, Fees, and Other (Continued)

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

In some cases you may be required to submit a separate corrective action plan. If other pass-through entities need copies of the reporting package and/or auditors' report management is responsible for seeing that such entities receive the required information; however, we may submit those copies at your request. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our Privacy Policy—Your Privacy is Important to Us

Preserving your trust is a core value of our practice and the accounting profession. CBEW Professional Group, LLP recognizes that you expect us to protect the information you provide to us and to use it responsibly. We highly value your trust and confidence in us, and we want to assure you that any personal information obtained during our audit is kept confidential and secure. We are strongly committed to fulfilling the trust that is the foundation of your expectations.

We follow standard industry practices to actively protect the confidentiality, security, and integrity of your information. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We also maintain physical, electronic, and procedural safeguards that comply with our professional standards. In so doing, we restrict access to your personal information to those employees who need to know that information to provide services to you. Additionally, our employees are bound by strict internal confidentiality policies.

The audit documentation (working papers) for this engagement is the property of CBEW Professional Group, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain documentation available to a Federal or State agency providing direct or indirect funding or its designee or to the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of our personnel.

Furthermore, upon request, we may provide photocopies of selected documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. In addition, the audit documentation may be made available to the City of Bixby and auditors or entities of which the City is a recipient or sub-recipient of grant funds. We will also respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance upon your written authorization.

Administration, Fees, and Other (Continued)

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying any audit documentation.

In the event we are requested or authorized by you or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement, you will, so long as we are not part to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Our firm, as well as other accounting firms, participates in the AICPA's peer review program covering our audit and accounting practice. This is also a requirement of *Government Auditing Standards*. Under this program, our system of quality control is subjected to a peer review by a team of certified public accountants approved by the state administering entity. As part of this peer review, the team will review a sample of our work. It is possible that the work performed for you may be selected for their review. If it is, the peer review team is bound by professional standards to keep all information confidential.

Government Auditing Standards (Yellow Book) require that we provide you with a copy of our most recent external peer review report. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and are confident that CBEW Professional Group, LLP can meet your current and ongoing needs. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
CBEW PROFESSIONAL GROUP, LLP
Certified Public Accountants

Chuck E. Crooks

Chuck E. Crooks, CPA
Partner and Audit Coordinator

ACKNOWLEDGMENT:

The foregoing letter fully describes the services required and is accepted by us.

"CITY"

THE CITY OF BIXBY, OKLAHOMA,
a municipal corporation

Date: _____

By: _____

Contract amount approved by the Bixby City Council on this ____ day of _____
2021.

By: _____
Mayor

ATTEST:

City Clerk

APPROVED:

City Attorney

AUDIT FEES

Our estimate of fees as calculated below represents the maximum amount of fees to be charged annually based on the scope of services set forth in the engagement letter, which is made a part of the audit fee consideration and this cost information.

Our fees are based on hourly rates by personnel as follows:

Partners (CPA's)	\$ 215.00 per hour
Staff Accountants (CPA's and Degreed Accountants)	\$ 95.00 to 115.00 per hour
Clerical Staff (Non-Degreed)	\$ 40.00 to 50.00 per hour

We will provide management support throughout the year on financial matters and other consulting services as needed at the above rates. Because of the expertise needed to assist management on financial matters during the year it is anticipated that partner level assistance would normally be necessary, however, additional services, when requested, would be performed by the competent individuals with a rate most beneficial to the City in the circumstances.

1. Conduct annual audits of the financial statements of the City of Bixby and its component units in conformity with AICPA Standards, *Governmental Auditing Standards*, and continuing requirements of GASB standards. The fee also includes preparation of the Management letter and SA&I Form 2643.

132 hours estimated @ \$125.00 average rate	\$ 16,500.00
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2. Additional requirements of Uniform Guidance, including the Data Collection Form.

15 Hours estimated @ \$120.00 average rate.	1,800.00
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2. Travel and out-of-pocket expenses. 500.00

3. SA&I Filing Fee. 100.00

Total <u>Maximum Fees</u> including expenses	<u>\$ 18,900.00</u>
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With this proposal we are committing to a three-year engagement subject to your annual approval based on the scope of services currently requested. Our proposed audit fees for the subsequent two years ending June 30, 2022-June 30, 2023 would increase no more than \$500 each subsequent year.

COPY OF PEER REVIEW REPORT

Our firm is a member of the American Institute of Certified Public Accountants (AICPA), the national professional organization of CPA's and the Division for CPA Firms of the AICPA which is a voluntary self-regulatory organization established to foster quality performance. Member firms must complete "Peer Reviews" of their accounting and auditing practices every three in order to retain membership in the AICPA. Peer reviews are also a requirement of *Government Auditing Standards*. Our firm has successfully completed ten independent peer reviews of its accounting and auditing practice over the past 35 years. The reviews concluded that our firm complies with the stringent quality control standards set by the AICPA. *Our last ten peer reviews resulted in no letter of comments or deficiencies which ranks our firm in the top 10% of reviewed firms nationally.* A copy of our latest peer review report is attached which covers the year ended December 31, 2018.

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve the Resolution to participate in the Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard, Mitigation Plan.

INITIATOR: Chief Ike Shirley

STAFF INFO.SOURCE: Angela Williams

BACKGROUND: A resolution for The City of Bixby to participate in the Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard, Mitigation Plan. Oklahoma Emergency Management and FEMA have already approved the plan with the stipulation of participants approved MOU's.

EXHIBITS: Resolution Letter

KEY ISSUE: Acceptance of Resolution

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve the Resolution to participate in the Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard, Mitigation Plan.

ITEM NO: _____

MEETING DATE: 4/26/2021

MEETING: CITY



116 West Needles

P.O. Box 70

Bixby, OK 74008

www.BixbyOK.gov

**Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard,
Mitigation Plan**

ADOPTION RESOLUTION LETTER

RESOLUTION

WHEREAS, The City of Bixby, with assistance from the Tulsa County Hazard Mitigation Planning Committee, has gathered information and prepared the Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard, Mitigation Plan; and

WHEREAS, the Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard, Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, The City of Bixby is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, The City of Bixby has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

NOW THEREFORE, BE IT RESOLVED by the Bixby City Council that The City of Bixby adopts the Tulsa County 2021 Multi-Jurisdiction, Multi-Hazard, Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan.

ADOPTED this 26th day of April, 2021 at the meeting of the Bixby City Council.

(Mayor)

(Clerk)

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve the purchase to HID Global in the amount of \$13,238.16, to upgrade the Cross Match fingerprint machine.

INITIATOR: Chief Ike Shirley

STAFF INFO.SOURCE : Angela Williams

BACKGROUND: The purchase will allow our existing fingerprint machine to be upgraded with the most current software program enabling us to meet OSBI and FBI specifications for entries. The purchase is through state contract pricing, GSA Contract Number GS35F0199R. To be funded through General Capital Computers.

EXHIBITS: Quote

KEY ISSUE:

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve purchase to HID Global.

ITEM NO: _____

MEETING DATE: 4/26/2021

MEETING: CITY



hidglobal.com

Owned By: Deborah Gelfand

Cell:

Phone:

Email: debby.gelfand@hidglobal.com

Customer Contact: Heather Staley

Customer: CITY OF BIXBY

Customer Address: 116 W NEEDLES AVE

BIXBY, OK 74008

United States

Quote Number: SQ-2021-121842

Revision No.: 1

Approval Date: 03/18/2021

Expiration Date: 06/30/2021

Currency: USD

Terms: NET 30

Integrator:

Distributor:

Quote Description:

Item	Description	Qty	Sales Price Each	Extended Sale Price	Price Basis
920189-01US	SHIPPING ASSEMBLY, L SCAN 500, LSE RUNTIME LICENSE, SILICONE MEMBRANE, US POWER CABLE	1	\$8,345.39	\$8,345.39	Open Market
930174	CMT ADVANTAGE MAINT, YR 1, HW - L SCAN 1000, L-SCAN 500, DEVICE ONLY DOMESTIC - 12 months	1	\$1,264.80	\$1,264.80	Open Market
MMP-07655	COMPUTER OPTIPLEX 7080 TOWER, INTEL I5, 8GB, 500GB HD	1	\$1,402.95	\$1,402.95	Open Market
122316	CABLE, ADAPTER, DISPLAYPORT TO VGA (ROHS)	1	\$8.53	\$8.53	Open Market
930158	CMT ADVANTAGE MAINT, YR 1, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC - 12 months	1	\$272.03	\$272.03	Open Market
850026-U	SOFTWARE, LSMS UPGRADE 500 DPI, UPGRADE TO CURRENTLY RELEASED VERSION	1	\$600.00	\$600.00	Open Market
850181-240	SOFTWARE, RELOAD, OKLAHOMA WEB CHECK	1	\$0.00	\$0.00	Open Market
950083	CMT ADVANTAGE MAINT, YR 1, STANDARD CMT SW, LSMS - 12 months	1	\$272.03	\$272.03	Open Market

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Quote Number: SQ-2021-121842, 1



hidglobal.com

Item	Description	Qty	Sales Price Each	Extended Sale Price	Price Basis
850391-040	SOFTWARE, LSMS CONFIGURATION, OKLAHOMA - OSBI	1	\$0.00	\$0.00	Open Market
950084	CMT ADVANTAGE MAINT,YR 1,STANDARD CMT SW, LSMS SUBMISSION SOFTWARE - 12 months	1	\$90.68	\$90.68	Open Market
940013	REMOTE CONNECTED IMPLEMENTATON (MAXIMUM 4 HOURS)	1	\$906.75	\$906.75	Open Market
FREIGHT	FREIGHT CHARGES (310)	1	\$75.00	\$75.00	

TOTAL: \$13,238.16

Product(s) may require an export license if being shipped outside of the United States of America. Please consult your Account Manager for more information.

PURCHASE OF THE PRODUCTS AND/OR SERVICES LISTED ABOVE IS GOVERNED BY THE APPLICABLE TERMS AND CONDITIONS OF THE GSA CONTRACT NUMBER GS35F0199R.

Confidentiality Note: This message is intended for use only by the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Thank you.

Quote Number: SQ-2021-121842 , 2

PURCHASER ACKNOWLEDGEMENT:

Customer: Bixby Police Department
Customer Address: ATTN: Heather Staley
PO Box 70,
Bixby Ok 74008
United States

Quote Number: SQ-2021-121842

Customer hereby accepts the above-referenced quote. This Quote is subject to and governed by Crossmatch's Standard Sales Terms and Conditions for Purchase of Crossmatch Products.

Authorized Signatory:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve quote from Elevated Pavers & Stone to reset pavers at the 148th and Riverview roundabout

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Jon Brown

BACKGROUND: Pavers were installed in the 148th and Riverview roundabout as part of the LID portion of the project. Due to the flood in 2019, the pavers have settled creating an uneven surface between the driving lanes. Four quotes were requested to reset the pavers. Elevated Pavers & Stone submitted the low quote of \$33,596.00.

EXHIBITS: Exhibits and Quotes

KEY ISSUE: Pavement

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 04-26-2021

MEETING: Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve quote from Affordable Asphalt to repair asphalt in 11 damaged areas on Sheridan between 141st & 145th.

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Jon Brown

BACKGROUND: Asphalt paving on Sheridan has deteriorated in multiple areas. Three quotes were requested to repair damage. Affordable Asphalt submitted the low quote of \$47,850.00.

EXHIBITS: Exhibits and Quotes

KEY ISSUE: Pavement

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 04-26-2021

MEETING: Council

Consent Agenda Item Commentary

Item Title

Discuss and/or take action on a Waiver of Barricade Rental Fees for Bixby Public Schools on Special Event Application for Bixby High School 2021 "Graduation Parade".

Initiator

Bryan Toney

Staff Information Source

Bryan Toney

Background

Bixby Public School High School Administration has been granted a permit to hold their Graduation parade. Bixby Public Schools has requested a waiver of fee(s) associated with Rental of Barricades for Road Closures for the event. In the past, the Barricade Rental fee has been waived.

Exhibits

Special Events Application

Key Issue

Barricade Rental Fee Waiver \$150

Council Action

Approve waiver of fees.

Recommendation

Approval.

Item No: _____

Meeting Date

04-26-2021

Meeting

City Council

Consent Agenda Item Commentary

Item Title

Discuss and/or take action on a Waiver of Park Rental, Deposit and Barricade Rental Fees for Bixby Public Schools on Special Event Application for Bixby High School 2021 "A Day With Bixby Bands" event at Charley Young Event Park.

Initiator

Bryan Toney

Staff Information Source

Bryan Toney

Background

Bixby Public School Band Department has been granted a permit to hold their annual Concert at Charley Young Event Park. Bixby Public Schools has requested a waiver of fees associated with Rental of Barricades for Road Closures, Park Rental and Event Deposit. In the past, Barricade fees have been waived. Park Rental and Deposit are new requests.

Exhibits

Special Events Application

Key Issue

Barricade Rental Fee Waiver \$150
Charley Young Event Park Rental \$800 & Deposit \$1500 Fees

Council Action

Approve waiver of all fees.

Recommendation

Approval.

Item No: _____

Meeting Date

04-26-2021

Meeting

City Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Northern Safety and Industrial as a sole source vendor pursuant to (Purchasing Ordinance No. 2121, 2-4-8) for Self - Contained Breathing Apparatus (SCBA) for Fire Department not to exceed \$6540.00 funding from FY 2021 Capital Improvement.

INITIATOR: Joey Wiedel, Fire Chief

STAFF INFORMATION SOURCE: Joey Wiedel, Fire Chief

BACKGROUND: To purchase SCBA as to remain consistent and compatible with breathing apparatus used by the fire department. Additional cylinders will outfit the new Tower truck.

EXHIBITS: See Attached Price Quote from Northern Safety and Industrial.

KEY ISSUE: Purchase additional SCBA to fill compliment of apparatus.

Funding Source: From Capital Funds from FY 2021 Budget.

COUNCIL ACTION: Approve or disapprove the purchase of additional SCBA.

RECOMMENDATION: Approve the purchase of additional SCBA.

Meeting Date: 04-26-2021

Location: City



Quotation

Customer

City Of Bixby (Account #19911312)

PO Box 70

Bixby, OK, 74008-0070

Attention: Marc Kutz

Phone: (918) 366-0480

Quote # 342725

Quote Effective Date

04/13/2021

Pricing Effective Through

06/30/2021

Line	Item #	Description	UOM	Qty	Unit Price	Ext. Price
1	20197	3M™ Scott™ Carbon-Wrapped Snap-Change Cylinder, 4.5 PSI, 45 Min	EA	6	\$1,090.00	\$6,540.00

Totals:

Quote Total: \$6,540.00

Notes:

All Quoted Pricing is evaluated after 60 days and may be subject to a Price Adjustment based on manufacturer increases and/or market conditions.

All pricing is in US Dollars.

Pricing does not include freight charges or state sales tax (if applicable) unless otherwise noted.

No other offers or discounts apply to quoted pricing.

If you have any questions regarding this quote contact me:

Clay Carter, Field Sales Account Manager

To place an Order, call: (800) 631-1246 or Fax: (800) 635-1591

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve the purchase of a Holmatro Combi Extrication tool, tips and chains from Conrad Fire Equipment not to exceed \$15,627.88

INITIATOR: Joey Wiedel, Fire Chief

STAFF INFORMATION SOURCE: Joey Wiedel, Fire Chief

BACKGROUND: The ability to purchase a battery powered combi tool used for spreading, cutting and squeezing for vehicle extrication. The purchase of this unit would complement the extrication tools we currently utilize while allowing us to place this unit on third out engines and serve as a backup unit while others are being serviced. The portability of this unit will be a valuable resource due to its mobility and versatility for natural disasters and extrication in areas with accessibility issues.

EXHIBITS: See Attached document and quote.

KEY ISSUE: Ability to purchase new Holmatro Combi Extrication Tool from Conrad Fire Equipment.

Funding Source: From Capital Funds from FY 2021.

COUNCIL ACTION: Approve or disapprove the purchase of Holmatro Combi Extrication Tool.

RECOMMENDATION: Approve the purchase of Homatro Combi Extrication Tool.

Meeting Date: 04-26-2021
Location: City

CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062

www.CONRADFIRE.com

(913) 780-5521

(913) 780-5251 Fax

QUOTATION 141600

CUSTOMER NO.
6424

BILL TO:

BIXBY FIRE DEPT
116 W NEEDLES
BIXBY, OK 74008

SHIP TO:

BIXBY FIRE DEPT
116 W NEEDLES
BIXBY, OK 74008

PHONE: 918/366-4430

PAGE 1

FAX: 918-366-6373

DATE		SHIP VIA	F.O.B.	TERMS	
04/20/21		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
HOLMATRO QUOTE		04/20/21	103 208		141600
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
1		HOL.159.000.118	PCT50 - PENTHEON COMBI TOOL	11,243.10	11,243.10
2		HOL.151.000.583	PBPA287 - PENTHEON BATTERY	614.94	1,229.88
1		HOL.150.182.078	PULLING ATTACHMENTS, pas 07	1,003.05	1,003.05
1		HOL.150.582.261	PULLING CHAIN SET SP5260/80	699.46	699.46
1		HOL.150.182.274	PULLING ATTACHMENT SP5240/50	1,131.55	1,131.55
1		HOL.150.582.152	PULLING CHAIN SP 5240/50	320.84	320.84
CUSTOMER IS RESPONSIBLE FOR ANY SHIPPING COSTS					
Product Total		Discount	Freight	Taxable Amount	Tax
15,627.88		0.00		15,627.88	0.00
				Misc. Amt.	QUOTATION TOTAL
					15,627.88
"WE APPRECIATE YOUR BUSINESS"					
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.					

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve the purchase of new tires for Ladder one in the amount of \$4,226.83 from Goodyear Tire, pricing per State Contract.

INITIATOR: Joey Wiedel, Fire Chief

STAFF INFORMATION SOURCE: Joey Wiedel, Fire Chief

BACKGROUND: The ability to purchase new tires for Ladder one. The current tires are over 10 years old and are showing a considerable amount of degradation due to age.

EXHIBITS: See Attached document and quote.

KEY ISSUE: Ability to purchase new tires for Ladder one from Goodyear.

Funding Source: From Capital Funds from FY 2021.

COUNCIL ACTION: Approve or disapprove the purchase of new tires for Ladder one.

RECOMMENDATION: Approve the purchase of new tires for Ladder one.

Meeting Date: 04-26-2021

Location: City

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS
goodyearctsc.com

THE GOODYEAR TIRE & RUBBER CO.
107 S 111TH EAST AVE
TULSA, OK 74128
918-439-9022 Fax 918-439-9046

QUOTE NO.
~~~254-1019104~~~  
COPY 002

\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*  
\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*

497533-0001  
CITY OF BIXBY  
116 W NEEDLES  
P O BOX 70  
BIXBY, OK 74008  
918-366-4430

PAGE 01  
QUOTE DATE: 04/13/2021  
DELIVERED TO CUSTOMER  
LOCATION/SREP: 254/HSE  
APPROVAL NUM : G0007738  
2021-04-13 19.03.47 KB  
CLERK: \*\*\* TECH: \*\*\*

| QUANTITY                                                                                                                                   | PRODUCT NO. | DESCRIPTION                    | FET   | UNIT PRICE | AMOUNT  | LINE # |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------|-------|------------|---------|--------|
| *** NOT A SALES/DELIVERY DOCUMENT, ESTIMATE FOR PRICING ONLY ***                                                                           |             |                                |       |            |         | 001    |
| *** PRICE EXPIRATION DATE: 2021-05-13 ***                                                                                                  |             |                                |       |            |         | 002    |
| 2                                                                                                                                          | 1491761     | GY 385/65R22.5 G296 MSA TL 18  | 0.00* | 612.01     | 1224.02 | 003    |
| 4                                                                                                                                          | 1491929     | GY 315/80R22.5 G751 MSA 20     | 0.00* | 642.78     | 2571.12 | 004    |
| 1                                                                                                                                          | 5040149     | SERVICE CALL SPECIAL           |       | 65.00      | 65.00   | 005    |
| 2                                                                                                                                          | 5046412     | WIDEBASE MT & DSMT LOOSE       |       | 42.00      | 84.00   | 006    |
| 4                                                                                                                                          | 5040141     | M&D-MRT-OUTSIDE                |       | 28.00      | 112.00  | 007    |
| 6                                                                                                                                          | 5041273     | TUBELESS ALUMINUM VALVE STEM   |       | 12.22      | 73.32   | 008    |
| 6                                                                                                                                          | 9020002     | OKLA WASTE TIRE FEE >19.5 >12" |       | 10.00      | 60.00   | 009    |
| 1                                                                                                                                          | 5180001     | FUEL SURCHARGE                 |       | 13.87      | 13.87   | 010    |
| The Tire Industry Association (TIA) recommends re-torque at 50-100 miles.                                                                  |             |                                |       |            |         | 011    |
| Disposal fees may apply in some areas.                                                                                                     |             |                                |       |            |         | 012    |
| Shop supply fees cover miscellaneous materials used in servicing your vehicle that do not appear elsewhere on this invoice and for profit. |             |                                |       |            |         | 013    |
|                                                                                                                                            |             |                                |       |            |         | 014    |
|                                                                                                                                            |             |                                |       |            |         | 015    |
|                                                                                                                                            |             |                                |       |            |         | 016    |
|                                                                                                                                            |             |                                |       |            |         | 017    |
|                                                                                                                                            |             |                                |       |            |         | 018    |
|                                                                                                                                            |             |                                |       |            |         | 019    |
|                                                                                                                                            |             |                                |       |            |         | 020    |
|                                                                                                                                            |             |                                |       |            |         | 021    |
|                                                                                                                                            |             |                                |       |            |         | 022    |
|                                                                                                                                            |             |                                |       |            |         | 023    |
|                                                                                                                                            |             |                                |       |            |         | 024    |
|                                                                                                                                            |             |                                |       |            |         | 025    |
|                                                                                                                                            |             |                                |       |            |         | 026    |
|                                                                                                                                            |             |                                |       |            |         | 027    |
|                                                                                                                                            |             |                                |       |            |         | 028    |
|                                                                                                                                            |             |                                |       |            |         | 029    |
|                                                                                                                                            |             |                                |       |            |         | 030    |

TERMS: SHOP SUPPLIES FEE 23.50  
SUB-TOTAL 4,226.83  
SALES TAX (0.00)  
TOTAL AMT 4,226.83

PAYABLE IN U.S. FUNDS

No further discounts allowed. It is agreed that title to the above described property shall remain in the name of the seller until paid for in full, and that upon default in payment, seller shall be entitled to take possession thereof without notice to the purchaser.

If the total amount due is paid in full within terms, no FINANCE CHARGE will be incurred on that amount; otherwise, a FINANCE CHARGE will be computed on the previous balance after deducting payments and credit received during the current month. The

FINANCE CHARGE is computed at a periodic rate of 0.82500 which is an annual percentage rate of 9.90000

Seller warrants that the tires are the size and tread design as stated above. SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, SPECIFICALLY, SELLER MAKE: NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's sole obligation to Buyer for nonconforming tires shall be prorated a refund of the tire's purchase price. Seller shall not be liable for any indirect, consequential or other damages. No person is authorized to modify or waive the limitations herein, whether orally or in writing. All claim and returned goods must be accompanied by this bill.

### CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on accepting the South Bixby Drainage – Phase 1B located north of 171<sup>st</sup> Street between Memorial Drive and Mingo Road; final project amount of \$354,041.97

INITIATOR:

Justin Dowd, Engineering

STAFF INFORMATION SOURCE:

Jon Brown, Construction Project Manger

BACKGROUND: The South Bixby Drainage – Phase 1B located north of East 171<sup>st</sup> Street South (U.S. Highway 64) between South Memorial Drive (U.S. Highway 64) and South Mingo Road included constructing a detention pond north of the Saker addition as well as filling selected property areas as established in the various land acquisition contracts. The original contract amount was \$389,016.97. Based on additional grading that is included in upcoming project phases, vegetation was eliminated from the scope of work. The final project cost is \$354,041.97

EXHIBITS: None

KEY ISSUE: Approval

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: \_\_\_\_\_

MEETING DATE: 04-26-2021

MEETING: City Council

## CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Contract Renewal with Tulsa County for FY18 CDBG Funding.

INITIATOR:

Jared Cottle

STAFF INFORMATION SOURCE:

Jared Cottle

BACKGROUND: In order to complete expenditure of all FY18 CDBG Funds associated with Downtown projects, a Contract Renewal for services with Tulsa County, who administers the program funds, is required.

EXHIBITS: FY18 Contract Renewal for CDBG Funds

KEY ISSUE: FY18 Contract Renewal for CDBG Funds

COUNCIL ACTION: Approve FY18 Contract Renewal for CDBG Funds

RECOMMENDATION: Approve FY18 Contract Renewal for CDBG Funds

ITEM NO: \_\_\_\_\_

MEETING DATE: 04-26-2021

MEETING: Council



## CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Bixby

Describe Product/Service provided by this contract: Extension of the 2018  
Contract for the E. Needles Ave. Stormwater & New ADA Sidewalks Project using Tulsa County Urban  
County CDBG Funds.

Original CMF # 246553

Dated: 12/3/2018

Current CMF # 20201491

Dated: 6/22/2020

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect from July 1, 2021 - June 30, 2022 and shall be effective upon full execution of this contract/agreement renewal.

Vendor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

## CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Contract Renewal with Tulsa County for FY19 CDBG Funding.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Jared Cottle

BACKGROUND: In order to complete expenditure of all FY19 CDBG Funds associated with Downtown projects, a Contract Renewal for services with Tulsa County, who administers the program funds, is required.

EXHIBITS: FY19 Contract Renewal for CDBG Funds

KEY ISSUE: FY19 Contract Renewal for CDBG Funds

COUNCIL ACTION: Approve FY19 Contract Renewal for CDBG Funds

RECOMMENDATION: Approve FY19 Contract Renewal for CDBG Funds

ITEM NO: \_\_\_\_\_

MEETING DATE: 04-26-2021

MEETING: Council



## CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Bixby

Describe Product/Service provided by this contract: Extension of the FY 2019  
for the East Needles Ave. Phase III Stormwater Improvements and new ADA sidewalks Project using Tulsa County Urban County CDBG Funds.

Original CMF # 20191268

Dated: 12/16/2019

Current CMF # 20201492

Dated: 6/22/2020

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect from July 1, 2021 - June 30, 2022 and shall be effective upon full execution of this contract/agreement renewal.

Vendor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

# Consent Agenda Item Commentary

**Item Title**

Discuss and/or take action on a Waiver of Park Rental, Deposit and Barricade Rental Fees for Bixby Outreach Center on Special Event Application for “Smokin’ Pig 5k and 1m Fun Run” event at Charley Young Event Park.

**Initiator**

Bryan Toney

**Staff Information Source**

Bryan Toney

**Background**

The Bixby Outreach Center has been granted a permit to hold their Smokin’ Pig 5k. Bixby Public Schools has requested a waiver of fees associated with Rental of Barricades for Road Closures, Park Rental and Event Deposit. For the previous their 5k event, fees were waived.

**Exhibits**

Special Events Application

**Key Issue**

Barricade Rental Fee Waiver = \$150  
Charley Young Event Park Rental \$800 & Deposit = \$800 Fees  
Park Deposit Fee = \$1500

**Council Action**

Approve waiver of all fees.

**Recommendation**

Approval.

**Item No:** \_\_\_\_\_

**Meeting Date**

04-26-2021

**Meeting**

City Council



**Board of Directors:**

Randy Langley  
*President*

Jeff Selvidge  
*Vice President*

Laura Konshak  
*Secretary*

Whitney Hearn  
*Treasurer*

Zachary Buford  
Sabine Brown  
Rob Miller  
Zhuline Phillips  
Lydia Wilson

**Staff:**

Missy Brumley  
*Executive Director*

Jennifer Bowman  
*Community Engagement  
Coordinator*

Kate Reddick  
*Client Services Coordinator*

Danielle Adkins  
*Program Coordinator*

Mandi Blach  
*Volunteer Coordinator*

April 22, 2021

City of Bixby  
City Council  
116 W. Needles Ave.  
Bixby, OK 74008

Members of the City Council,

The Bixby Outreach Center is requesting a waiver of the following fees for our Smokin' Pig 5k and 1m Fun Run on May 8<sup>th</sup>, 2021.

Barricade Fee (\$150)  
Charley Young Park Rental Fee (\$800)  
Park Deposit Fee (\$1500)

The Smokin' Pig 5k is a fundraiser for our Summer Meals for Kids program. The funds raised from the race allows the Bixby Outreach Center to purchase food for children in need over the summer break. Each child will receive breakfast, lunch, and two snacks throughout the summer months.

We would like to use Charley Young Park as a hub for the race where athletes and their families can gather before and after the race, enjoy downtown Bixby, and receive more information about the programs and services offered at the Bixby Outreach Center.

Thank you for your consideration.

Sincerely,

*Missy Brumley*

Missy Brumley  
Executive Director  
Bixby Outreach Center

# Consent Agenda Item Commentary

**Item Title**

Discuss and/or take action on a Waiver of Park Rental, Deposit and Barricade Rental Fees for Bixby Outreach Center on Special Event Application for “Smokin’ Pig 5k and 1m Fun Run” event at Charley Young Event Park.

**Initiator**

Bryan Toney

**Staff Information Source**

Bryan Toney

**Background**

The Bixby Outreach Center has been granted a permit to hold their Smokin’ Pig 5k. Bixby Public Schools has requested a waiver of fees associated with Rental of Barricades for Road Closures, Park Rental and Event Deposit. For the previous their 5k event, fees were waived.

**Exhibits**

Special Events Application

**Key Issue**

Barricade Rental Fee Waiver = \$150  
Charley Young Event Park Rental \$800 & Deposit = \$800 Fees  
Park Deposit Fee = \$1500

**Council Action**

Approve waiver of all fees.

**Recommendation**

Approval.

**Item No:** \_\_\_\_\_

**Meeting Date**

04-26-2021

**Meeting**

City Council

## REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on awarding contract to Ira M. Green Construction for the White Hawk Basin Sewer Interceptor; Ira M. Green Construction submitted the lowest and best bid of \$1,074,454.00

INITIATOR:

Bea Aamodt, Director

STAFF INFORMATION SOURCE:

Justin Dowd, Engineering

BACKGROUND: As part of the Economic Development Agreement associated with the Yale Village development, the City is constructing a large sanitary sewer interceptor to provide service in south Bixby. This project is located along 151<sup>st</sup> between Sheridan and Yale. This project will also remove a section of sanitary sewer located in Posey Creek South Tributary 2, eliminating a large source of I&I for the Springtree Lift Station.

Four contractors submitted bids.

Ira M. Green Construction submitted the **lowest and best bid** at \$1,074,454.00

EXHIBITS: Bid tabulation

KEY ISSUE: Contract Award

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: \_\_\_\_\_

MEETING DATE: 4-26-2021

MEETING: Council

## REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on awarding contract to Envision Civil Contractors, LLC for South Bixby Drainage Phase II.; Envision Civil Contractors, LLC submitted the lowest and best bid of \$621,501.90

INITIATOR: Bea Aamodt, Director

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: The City's contract with the Pittman and Burris Trusts requires the City to fill certain properties located south of Robinson Ranch above the floodplain (i.e. 600'). This project will complete the requirements of the City's contract with the Pittman and Burris Trusts in addition to completing flow control structures not included in previous contracts.

Two contractors submitted bids.

Envision Civil Contractors, LLC submitted the **lowest and best bid** at \$621,501.90

EXHIBITS: Bid tabulation

KEY ISSUE: Contract Award

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: \_\_\_\_\_

MEETING DATE: 4-26-2021

MEETING: Council



CITY OF BIXBY  
P.O. Box 70  
116 W. Needles Ave.  
Bixby, OK 74008  
(918) 366-4430

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## STAFF AGENDA COMMENTARY

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**ITEM TITLE(S):**

1. Consider, discuss, and approve BXPT-21.03 – Conditional Final Plat for Presley Heights (Blocks 6-10), containing 48 residential lots, 16.131 acres, in Section 17, Township 17N, Range 13E, located southwest of the southwest corner of East 141<sup>st</sup> Street South and South Harvard Avenue.

**PRESENTER:**

Carolyn Back, Development Services Director / City Planner

**STAFF INFORMATION SOURCE:**

Comprehensive Plan, Zoning Code, Presley Heights Blocks 6-10 Preliminary Plat

**BACKGROUND:**

9.17.18 Preliminary Plat - Planning Commission recommended approval

9.24.18 Preliminary Plat - City Council approval

4.19.21 Conditional Final Plat – Planning Commission recommended approval

Approved by PC on April 19, 2021, 3-0-0

Absent: Lance Whisman

Zero (0) citizens spoke for/against the request.

Items discussed at PC: Presentation by Carolyn Back

**EXHIBITS:**

Planning Commission Staff Report (Including Exhibits)

**KEY ISSUE:**

Approval

**COUNCIL ACTION RECOMMENDATION:**

Staff recommends approval of the Conditional Final Plat request BXPT-21.03

Presley Heights (Blocks 6-10) per Planning Commission recommendation and Staff comments.



CITY OF BIXBY  
P.O. Box 70  
116 W. Needles Ave.  
Bixby, OK 74008  
(918) 366-4430

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## STAFF REPORT

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**To:** City of Bixby, City Council  
**From:** Carolyn Back, Development Services Director/City Planner  
**Date:** Monday, April 26, 2021

**RE:** BXPT-21.03 - Conditional Final Plat for Presley Heights (Blocks 6-10)  
16.131 Acres (+/-)  
5 Blocks  
48 Residential Lots

**History:** 9.17.18 Preliminary Plat - Planning Commission recommend approval  
9.24.18 Preliminary Plat - City Council approval  
4.19.21 Conditional Final Plat – Planning Commission recommend approval

**Location:** PART OF THE NE/4, NW/4, SE/4, SEC 17, TWN 17 N, RGE 13 E OF THE INDIAN  
MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

**STR:** Section 17, Township 17N, Range 13E  
**Applicant:** Tanner Consulting, LLC

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### STAFF REVIEW

#### BACKGROUND:

Discuss and consider a request by Jenks Land, LLC, Developer; Tanner Consulting, LLC., Surveyor and Engineer; for Conditional Final Plat approval of Presley Heights Blocks 6-10, a tract of approximately 16.131 acres, more or less, with 48 residential lots. This land is zoned RS-3 (Residential Single-Family).

Utilities/Site Area: The subdivision will be served by Creek County Rural Water District No. 2. Sanitary Sewer and Storm Sewer will be provided through the City of

Bixby. All franchise utility providers were notified through a Technical Advisory Committee meeting on March 3, 2021 and no comments were received.

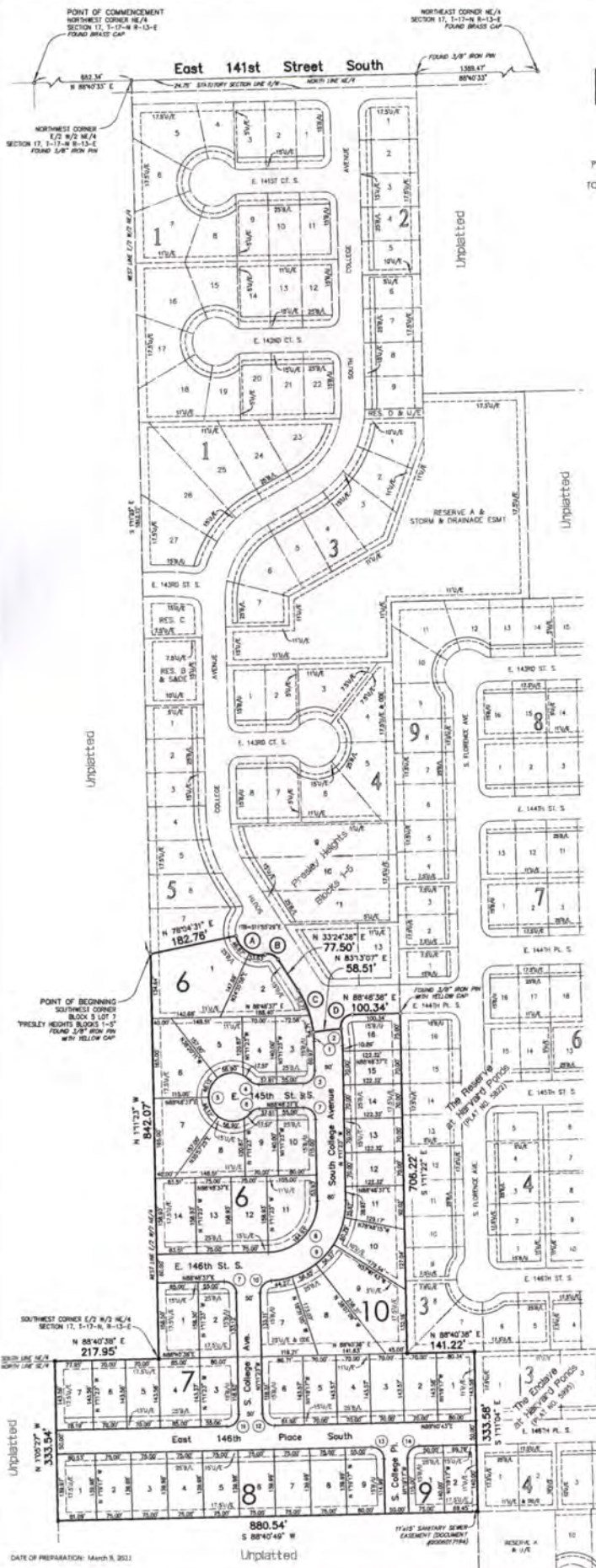
**STAFF COMMENTS:**

There were no comments from Engineering and Public Works regarding the BXPT 21.03 Conditional Final Plat Presley Heights Blks 6-10.

Planning Commission made recommendation for approval of the Conditional Final Plat to the Bixby City Council on 4.19.21.

**ATTACHMENTS:**

Attachment 1: Conditional Final Plat Presley Heights Blocks 6-10



# Conditional Final Plat Presley Heights Blocks 6-10

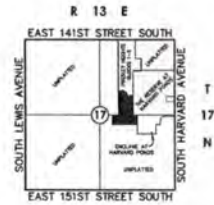
PART OF THE NORTHEAST QUARTER (NE/4) AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION SEVENTEEN (17) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:  
**Jenks Land, L.L.C.**  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
AMIE WALLACE, MANAGER  
114 South 3rd Street  
Jenks, Oklahoma 74037  
Phone: (918)298-6100

SURVEYOR / ENGINEER:  
**Tanner Consulting, LLC**  
DAN E. TANNER, P.L.S. NO. 3493  
OK CA NO. 3661, EXPIRES 6/30/2021  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929



- LEGEND**
- AC ACRES
  - B/L BUILDING LINE
  - B/L/B BUILDING LINE & UTILITY EASEMENT
  - B/F/B BOUNDARY & FENCE
  - CB CHORD BEARING
  - CD CHORD DISTANCE
  - DA DELTA ANGLE
  - DOC DOCUMENT
  - ESMT EASEMENT
  - ITB RITUAL SAGITTANT BEARING
  - ODL OVERLAND DRAINAGE EASEMENT
  - REL RESERVE
  - SDCE STORM AND DRAINAGE EASEMENT
  - U/E UTILITY EASEMENT
  - AD ADDRESS ASSIGNED
  - D FOUND MONUMENT
  - SET MONUMENT



**Location Map**  
Scale: 1" = 200'

**SUBDIVISION CONTAINS:**  
FORTY EIGHT (48) LOTS  
IN FIVE (5) BLOCKS  
GROSS SUBDIVISION AREA: 18.33 ACRES

**Boundary Curve Table**

| CURVE | LENGTH | RADIUS | DELTA     | CHORD BEARING | CHORD DISTANCE |
|-------|--------|--------|-----------|---------------|----------------|
| A     | 80.00  | 50.00  | 92°00'00" | S57°33'37"E   | 71.84          |
| B     | 80.00  | 50.00  | 92°00'00" | S47°48'37"E   | 71.84          |
| C     | 80.00  | 50.00  | 92°00'00" | S37°33'37"E   | 71.84          |
| D     | 80.00  | 50.00  | 92°00'00" | S27°33'37"E   | 71.84          |

**Lot Curve Table**

| CURVE | LENGTH | RADIUS | DELTA     | CHORD BEARING | CHORD DISTANCE |
|-------|--------|--------|-----------|---------------|----------------|
| 1     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 2     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 3     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 4     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 5     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 6     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 7     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 8     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 9     | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 10    | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 11    | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 12    | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 13    | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |
| 14    | 18.33  | 200.00 | 57°33'37" | N78°04'37"E   | 28.30          |

## Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LAND SURVEYING FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON RODS WITH YELLOW CAP STAMPED "TANNER EAST" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (1983), NORTH AMERICAN DATUM 1983 (NAD83). LAND BEARINGS ARE BASED LOGICALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
  - FOUND BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
  - FOUND BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°40'37" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RESED UPON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH COLLEGE AVENUE, EAST 146TH PLACE SOUTH, AND EAST 148TH PLACE SOUTH, ALL BEING PUBLIC STREETS.

## FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby.

MAYOR-VICE MAYOR

This approval is null if the above signature is not endorsed by the City Manager or City Clerk.

CITY MANAGER-CITY CLERK

# Conditional Final Plat Presley Heights Blocks 6-10

PART OF THE NORTHEAST QUARTER (NE¼) AND PART OF THE NORTHWEST QUARTER OF  
THE SOUTHEAST QUARTER (SW¼) 4 SE¼) OF SECTION SEVENTEEN (17)  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIRBY, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

JENEO LAND L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIRBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE¼) AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼) 4 SE¼) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NE¼; THENCE NORTH 86°42'33" EAST AND ALONG THE NORTH LINE OF THE NE¼ FOR A DISTANCE OF 862.34 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE NE¼ (E/2 W/2 NE¼) OF SAID SECTION 17; THENCE SOUTH 71°13'21" EAST AND ALONG THE WEST LINE OF SAID E/2 W/2 NE¼ FOR A DISTANCE OF 182.12 FEET TO THE CORNER OF BEGINNING;

THENCE NORTH 70°09'31" EAST FOR A DISTANCE OF 182.74 FEET; THENCE SOUTHWESTERLY ALONG A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 71°03'27" EAST, A CENTRAL ANGLE OF 93°30'17", A CHORD BEARING AND DISTANCE OF SOUTH 73°53'15" EAST FOR 71.84 FEET, FOR AN ARC DISTANCE OF 80.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 4.20 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°31'49", A CHORD BEARING AND DISTANCE OF SOUTH 66°46'07" EAST FOR 38.17 FEET, FOR AN ARC DISTANCE OF 30.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°24'38" EAST FOR A DISTANCE OF 27.20 FEET TO A POINT OF CURVATURE; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 28°47'49", A CHORD BEARING AND DISTANCE OF SOUTH 20°05'49" EAST FOR 92.12 FEET, FOR AN ARC DISTANCE OF 92.95 FEET;

THENCE NORTH 87°13'07" EAST FOR A DISTANCE OF 58.31 FEET; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 07°09'40" WEST, A CENTRAL ANGLE OF 98°49'59", A CHORD BEARING AND DISTANCE OF NORTH 39°23'36" EAST FOR 37.97 FEET, FOR AN ARC DISTANCE OF 43.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 86°04'38" EAST FOR A DISTANCE OF 108.34 FEET TO A POINT ON THE WEST LINE OF "THE RESERVE AT HARVARD PONDS"; AN ADDITION TO THE CITY OF BIRBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE EXCERPTED PLAT THEREOF (PLAT NO. 1482); THENCE SOUTH 71°12'12" EAST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 708.22 FEET TO THE SOUTHWEST CORNER OF "THE RESERVE AT HARVARD PONDS"; THENCE NORTH 86°04'38" EAST AND ALONG THE SOUTH LINE OF "THE RESERVE AT HARVARD PONDS", FOR A DISTANCE OF 143.22 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF "THE ENCLAVE AT HARVARD PONDS"; AN ADDITION TO THE CITY OF BIRBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE EXCERPTED PLAT THEREOF (PLAT NO. 1098); THENCE SOUTH 71°12'12" EAST AND ALONG THE WEST LINE OF "THE ENCLAVE AT HARVARD PONDS", FOR A DISTANCE OF 333.58 FEET;

THENCE SOUTH 86°04'38" WEST AND PARALLEL WITH THE NORTH LINE OF SAID NW¼ 4 SE¼, FOR A DISTANCE OF 882.60 FEET; THENCE NORTH 1°11'04" WEST AND PARALLEL WITH SAID WEST LINE OF "THE ENCLAVE AT HARVARD PONDS", FOR A DISTANCE OF 333.58 FEET TO A POINT ON THE NORTH LINE OF THE NW¼ 4 SE¼; THENCE NORTH 86°04'38" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 217.35 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF "THE E/2 W/2 NE¼"; THENCE NORTH 71°12'12" WEST AND ALONG THE WEST LINE OF THE E/2 W/2 NE¼, FOR A DISTANCE OF 842.97 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 703.871 SQUARE FEET, OR 16.133 ACRES.

THE BOUNDING SURVEY HEREON ARE BASED UPON THE OKLAHOMA STATE PLANS COORDINATE SYSTEM, NORTH ZONE (NAD83), NORTH AMERICAN DATUM 1983. (HENCE SAID BEARINGS ARE BASED LOGICALLY UPON PRE-DETERMINED TIES TO THE FOLLOWING MEASUREMENTS):

- FOUND BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF SECTION 17;
- FOUND BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF SECTION 17;
- THE BEARING BETWEEN SAID MEASUREMENTS BEING NORTH 86°42'33" EAST.

JENEO LAND L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STATED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS FOLLOWS: A SUBDIVISION WITHIN THE CITY OF BIRBY, TULSA COUNTY, OKLAHOMA ("THE SUBDIVISION").

## SECTION I - PUBLIC STREETS, EASEMENTS, AND UTILITIES

### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "LOT" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS. PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY MAKES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIRBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USE AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVEWAYS, PARKING AREAS, CURBSIDE, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

### B. UNDERGROUND SERVICE

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PERMITTED HEREIN. IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELIQUATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B, SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT WITHIN THE SUBDIVISION AGREE TO BE BOUND HERETO.

### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY OTHER ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BIRBY, OKLAHOMA, PROVIDED THAT THE PLANTING OF TREES SHALL REQUIRE THE APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BIRBY, OKLAHOMA.

BY THE OWNER OF THE LOT OR, AT ITS ELECTION, THE CITY OF BIRBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

2. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELIQUATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. THE CITY OF BIRBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELIQUATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIRBY, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR PERMISSION TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. ALL WATER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH CREEK COUNTY RURAL WATER DISTRICT NO. 2 IS THE BENEFIAR. IF ANY REPAIR ISSUE ARISES, THE OWNER/DEVELOPER SHALL ASSIST CREEK COUNTY RURAL WATER DISTRICT NO. 2 IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

6. ALL SANITARY SEWER LINES AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIRBY IS THE BENEFIAR. IF ANY REPAIR ISSUE ARISES, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIRBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

7. THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIRBY, OR THEIR RESPECTIVE SUCCESSORS, AND THE OWNERS OF EACH LOT AGREE TO BE BOUND HERETO.

8. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D, SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV, (THE "ASSOCIATION"), AND BY THE CITY OF BIRBY, OKLAHOMA.

### D. PAVING AND LANDSCAPING WITHIN EASEMENTS

1. THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED HOWEVER, THE CITY OF BIRBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### E. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS OVER, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIRBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BIRBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL ANY OTHER OBSTRUCTION BE PLACED OR MAINTAINED WITHIN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BIRBY, OKLAHOMA, PROVIDED THAT THE PLANTING OF TREES SHALL REQUIRE THE APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BIRBY, OKLAHOMA.

4. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE. IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIRBY, OKLAHOMA, IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENT, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, THE UNAPPROVED ALTERATION OF GRADE, OR THE GENERAL LACK OF GROUNDS MAINTENANCE THEREON, THE CITY OF BIRBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OF SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIRBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BIRBY, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION F, SHALL BE ENFORCEABLE BY THE CITY OF BIRBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREE TO BE BOUND BY THESE COVENANTS.

## SECTION II - LAND USE RESTRICTIONS

### A. USE OF LAND

1. ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES. ALL ELSE HEREIN NOTWITHSTANDING, SAID LOT OWNED BY THE OWNER/DEVELOPER MAY BE USED FOR MOBILE HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

### B. SETBACKS

1. STREET SETBACK. NO BUILDING OR ACCESSORY STRUCTURES SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACKS DEPICTED ON THE ACCOMPANYING PLAT.

2. SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 30 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, IN WHICH CASE IT SHALL BE NO LESS THAN 20 FEET.

3. REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 30 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED WITHIN THE REQUIRED REAR YARD SET BACK AREA, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENDOCRAP UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

### C. FLOOR AREA OF DWELLINGS

1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,300 SQUARE FEET OF FINISHED HEATED LIVING AREA. IF A DWELLING HAS TWO LEVELS OR STOREYS MINORITELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STOREYS ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. ON THE FIRST STORY OR LEVEL, AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STOREYS OF AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.

2. COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

### D. MASONRY

1. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 120% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS) AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.

## SECTION III - PRIVATE USE AND BUILDING RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE COMPATIBILITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN, THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

### A. ARCHITECTURAL COMMITTEE PLAN REVIEW

1. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION, AND THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

2. NO BUILDING, FENCE, WALL, OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFOR HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS, AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

3. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY MATTER AS HEREINAFTER AUTHORIZED IT MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE, OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SUBDIVISION AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, SHADING, OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

### B. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

### C. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE, OR STUCCO. NO STEEL SHALL BE EXPOSED.

### D. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

### E. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED THREE EACH CALENDAR YEAR, THE DATES THEREOF SHALL BE SET BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

### F. WINDOWS

ALUMINUM WINDOW SILLINGS HAVING A MILL FINISH ARE PROHIBITED.

### G. ROOF PITCH

NO SHEDDING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.

# Conditional Final Plat Presley Heights Blocks 6-10

PART OF THE NORTHEAST QUARTER (NE/4) AND PART OF THE NORTHWEST QUARTER OF  
THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION SEVENTEEN (17)  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

## SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS (CONTINUED)

- H. ROOFING MATERIALS**  
ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 30-48 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD REPAIRABLE, IT BE REPAIRABLE. AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED. SOLAR COLLECTION DEVICES OF ANY KIND ARE PROHIBITED, EXCEPTING SATellite Dishes AS PROVIDED ELSEWHERE HEREIN. ROOF-MOUNTED EQUIPMENT INCLUDING, BUT NOT LIMITED TO MECHANICAL AND AIR CONDITIONING SYSTEMS, ARE PROHIBITED.
- I. ROOFTOP PROTRUSIONS**  
METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE, SUCH AS VENTS AND HORNS, SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).
- J. ON-SITE CONSTRUCTION**  
NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.
- K. OUTBUILDINGS**  
OUTBUILDINGS ARE PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.
- L. SWIMMING POOLS**  
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.
- M. FENCING**  
ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE, OR THE MOST RESTRICTIVE REQUIREMENTS PRESENTED HEREIN. FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 1.5 FEET FROM THE SIDE YARD LOT LINE ADJACENT TO A STREET. ALL FENCING SHALL BE 6" PRIVACY CONSTRUCTED OF STANDARD WOOD, AND CHAIN LINK, BARBED WIRE, IRON, AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED A FIVE (5) FOOT HEIGHT. FENCES FACING THE STREET AND INSTALLED IN ROW PARCELS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJACENT LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OR WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE.
- N. GROUND-MOUNTED SOLAR COLLECTION DEVICES**  
GROUND-MOUNTED SOLAR COLLECTION DEVICES CONNECTED TO THE ELECTRICAL SYSTEM OF THE HOUSE OR POWER GRID ARE PROHIBITED. SMALL GROUND-MOUNTED SOLAR COLLECTION DEVICES ILLUMINATING LANDSCAPING OR BUILDING EXTERIORS SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.
- O. ANTENNAS**  
1. EXTERIOR TELEVISION, "DISH" RADIO, OR OTHER ANTENNA, INCLUDING SATELLITE DISHES, SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION: SMALL SATELLITE DISHES WHICH DO NOT EXCEED 36" IN DIAMETER SHALL BE ALLOWED TO REMAIN AS LONG AS THEY ARE NOT LOCATED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.  
2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.
- P. LANDSCAPING AND LOT MAINTENANCE**  
1. EACH LOT OWNER SHALL SOO THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WIDTH OF 5000 SQ. FT. OF LANDSCAPING (TREES, SHRUBS, GROUNDCOVER, ETC.) EXCLUSIVE OF SEEDING.  
2. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED, OR MOVED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.  
3. NO LUMBER, METALS, BULK MATERIALS, REFUSE, OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE

LOT SO AS TO PROVIDE ACCESS FOR PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR, AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.

**Q. RECREATIONAL VEHICLES AND BOATS**  
BOATS, TRAILERS, CAMPER, MOTOR HOMES, AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD OF IN EXCESS OF 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJACENT PROPERTY OWNERS OR THE STREET.

**R. RECREATIVE VEHICLES**  
NO IMPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES, OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.

**S. CLOTHESLINES**  
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

**T. TRASH CONTAINERS**  
TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ADJUTING STREETS. NO EXPOSED GARBAGE CANS, TRASH CANS, OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

**U. MAILBOXES**  
AS LONG AS A RURAL TYPE MAILBOX IS IN USE WITHIN THE SUBDIVISION FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX REGISTERS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. ALL MAILBOXES SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 8 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE "RODGE EDGE" OF THE DRIVEWAY. "RODGE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BOUNCES THE LARGEST CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

**V. ANIMALS**  
NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND MAY BE MAINTAINED, BREED, SOLD, OR KEPT IN THE SUBDIVISION, EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

**W. NOISIOUS ACTIVITY**  
NO ACTIVITY OF A NOISIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

**X. SIGNAGE**  
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 4 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGN USED BY A BUSINESS TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD; EXCEPT, HOWEVER, OWNER/DEVELOPER MAY MAINTAIN SIGNS OF ANY SIZE ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION.

**Y. MATERIALS AND STORAGE**  
NO LOT SHALL BE USED FOR THE STORAGE OF CONSTRUCTION MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION. READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY ON WHICH THE CONCRETE IS BEING DELIVERED OR ON SUCH OTHER AREA AS MAY BE DESIGNATED BY THE OWNER/DEVELOPER. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT STAYS ON THEIR LOT AND SHALL BE RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOTS.

**Z. TEMPORARY TRASH RECEPTACLE**  
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

**AA. BASKETBALL GOAL**  
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREET RIGHTS OF WAY.

## SECTION IV - HOMEOWNERS' ASSOCIATION

- A. FORMATION OF HOMEOWNERS' ASSOCIATION**  
THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPOSED OF ALL OWNERS OF LOTS WITHIN "PRESLEY HEIGHTS BLOCKS 6-10", PLAT NO. 8611 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS BLOCKS 6-10", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED FOR TO BE ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "PRESLEY HEIGHTS BLOCKS 10", THIS SUBDIVISION, AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.
- B. MEMBERSHIP**  
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.
- C. COVENANT FOR ASSESSMENTS**  
THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL CONSTITUTE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.
- D. ENFORCEMENT RIGHTS OF THE ASSOCIATION**  
WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

## SECTION V - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

- A. ENFORCEMENT AND DURATION**  
THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEES, TRANSFERREES, SUCCESSORS, AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-TWO (22) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. IF ANY LOT OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LIABLE FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS TO PREVENT HARMER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).
- B. AMENDMENT**  
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V, ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION I, LAND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION. THE COVENANTS WITHIN SECTION II, PRIVATE BUILDING AND USE RESTRICTIONS AND SECTION IV, HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER OR AT LEAST ONE (1) LOT WITHIN PRESLEY HEIGHTS BLOCKS 6-10 OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION II, OR IV MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.
- C. SEVERABILITY**  
THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREBY BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS, OR CONDITIONS.
- D. DEFINITIONS**  
IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON APRIL 26, 2021, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS  
DAY OF \_\_\_\_\_, 2021.

RENO LAND L.L.C.  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
MANAGER

STATE OF OKLAHOMA |

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COUNTY OF TULSA |

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, PERSONALLY APPEARED MIKE WALLACE, TO MY KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NARST OF REDESLAND, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE CREDITED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

## CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, BOUND, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "PRESLEY HEIGHTS BLOCKS 6-10", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.



BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA |

135

COUNTY OF TULSA |

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MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC



CITY OF BIXBY  
P.O. Box 70  
116 W. Needles Ave.  
Bixby, OK 74008  
(918) 366-4430

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## STAFF AGENDA COMMENTARY

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**ITEM TITLE(S):**

1. Consider, discuss, and approve BXPT-21.04 – Conditional Final Plat for River Crest (Blocks 5-10), containing 116 residential lots, 28.907 acres, in Section 11, Township 17N, Range 13E, located south of 131st Street South on South 73<sup>rd</sup> East Avenue, between South Sheridan Road and South Memorial Drive.

**PRESENTER:**

Carolyn Back, Development Services Director / City Planner

**STAFF INFORMATION SOURCE:**

Comprehensive Plan, Zoning Code, River Crest (Blocks 5-10) Preliminary Plat

**BACKGROUND:**

9.17.18 Preliminary Plat - Planning Commission recommended approval

9.24.18 Preliminary Plat - City Council approval

4.19.21 Conditional Final Plat – Planning Commission recommended approval

Approved by PC on April 19, 2021, 3-0-0

Absent: Lance Whisman

Zero (0) citizens spoke for/against the request.

Items discussed at PC: Presentation by Carolyn Back

**EXHIBITS:**

Planning Commission Staff Report (Including Exhibits)

**KEY ISSUE:**

- Confirm Utility Easement along S 73<sup>rd</sup> has been increased from 15 ft. to 17.5 ft.
- Council Approval

**COUNCIL ACTION RECOMMENDATION:**

Staff recommends approval of the Conditional Final Plat request BXPT-21.04 River Crest (Blocks 5-10) per Planning Commission recommendation and Staff comments.



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## STAFF REPORT

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**To:** City of Bixby, City Council  
**From:** Carolyn Back, Development Services Director/City Planner  
**Date:** Monday, April 26, 2021

**RE:** Conditional Final Plat – River Crest (Blocks 5-10)  
28.907 Acres (+/-)  
6 Blocks  
3 Reserve Areas  
116 Residential Lots

**History:** 9.17.18 Preliminary Plat - Planning Commission recommends approval  
9.24.18 Preliminary Plat - City Council approval  
4.19.21 Conditional Final Plat – Planning Commission recommends approval

**Location:** PART OF THE E/2 NW/4 AND PART OF SW/4 NE/4 AND PART OF THE NE/4 SW/4, SEC 11, TWN 17 N, RGE 13 E OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

**STR:** Section 11, Township 17N, Range 13E  
**Applicant:** Tanner Consulting, LLC

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### STAFF REVIEW

#### BACKGROUND:

Discuss and consider a request by River Crest Development Bixby, Inc., Developer; Tanner Consulting, LLC., Surveyor and Engineer; for Conditional Final Plat approval of River Crest Blocks 5-10, a tract of approximately 28.907 acres, more or less, with 116 residential lots. This land is zoned RS-1 (Residential Single-Family).

Utilities/Site Area: Water, Sanitary Sewer, and Storm Sewer will be provided through the City of Bixby. All franchise utility providers were notified through a Technical Advisory Committee meeting on March 3, 2021.

The following comments to be completed by the applicant before the Planning Commission Meeting:

#### Planning

- Final Plat, make sure the UE along 131st is vacated and document info on face of final plat.
- Meet standards of PUD | BXPUD-18.08 River Trails
- Meet standard platting requirements per City of Bixby Code
- Assign addresses before submittal of Final Plat-approval subject to Fire Marshal
- Add Limits of No Access at entrance (133 & 72)
- Confirm Lot area meets 6,000 sq. ft.

#### TAC Comments

- Resend Plat if and when utility easement lines change

#### Fire Marshal Comments

- "River Crest blocks 1-10 PUD 18.08" is approved by this office with the following caveats.
- 73rd shall be designed as a residential collector as to meet INCOG street design.
- Gates shall be submitted to this office before final plat approval.
- Gates shall be designed to meet COB ordinance.
- Hydrants shall be installed no further than 600 feet.
- Hydrants shall be installed per COB standards and operational prior to construction.
- Streets shall be constructed capable of supporting and imposed load of 75,000 pounds.
- Street signs shall be installed prior to construction.

#### Engineering Comments

- Paving & Sidewalk Comments:
  - Sidewalks are required per City Code and PUD. The Engineering plans should include sidewalk location and details.

#### 12-6-4: PLAN SUBMITTAL:

The subdivider of the proposed subdivision shall submit four (4) complete sets of construction plans and specifications for all improvements regarding streets, drainage and storm sewers, water lines, sanitary sewer system, sidewalks, and pedestrian ways, in accordance with this title, current engineering design manual

and PFPI requirements to the city for their approval. (Ord. 854, 9-9-2002; amd. 2006 Code)

**12-3-2: GENERAL DESIGN STANDARDS:**

N. Sidewalks: If the proposed subdivision affronts both sides, concrete sidewalks shall be constructed along both sides of every arterial street, collector street or minor street shown on the plat in accordance with the engineering design manual of the city; provided, that concrete sidewalks shall be constructed only on the one side of frontage roads opposite the highway; provided further, that sidewalks shall not be required on the interior of industrial subdivisions, unless the planning commission and/or the city council determines that there is a need for such sidewalks for pedestrian movement to a residential subdivision or to a school site. After final acceptance by the city of the sidewalks, the maintenance thereof shall become the responsibility of the abutting property owners.

**STAFF COMMENTS:**

1. This is a gated community and no public infrastructure dedication will be accepted by the City of Bixby. All will be privately maintained by the Homeowners Association. If reserve areas are not properly maintained, the City of Bixby has the right to access the property, perform work needed, and collect the costs from the reserve area owner. If these maintenance costs are not paid in a timely manner the City may place a lien on the lots which may be foreclosed upon or the City of Bixby Public Works Authority may add such billing prorated upon the residential lot owner's water bill.
2. Planning Commission made recommendation for approval of the Conditional Final Plat to the Bixby City Council on 4.19.21.

**ATTACHMENTS:**

Attachment 1: Conditional Final Plat River Crest Blocks 5-10



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

BIVER CREST DEVELOPMENT BERRY, INC., AN OKLAHOMA CORPORATION, HERENAFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BERRY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE EAST HALF OF THE NORTHWEST QUARTER (E2) HEREIN AND PART OF THE SOUTHWEST QUARTER (E1) OF THE NORTHWEST QUARTER (SW4) NW/4 AND PART OF THE NORTHWEST QUARTER (SW4) NW/4 OF SECTION ELEVEN (E1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE (18) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID E2 NW/4; THENCE SOUTH 17°44'42" EAST AND ALONG THE EAST LINE OF THE E2 NW/4, FOR A DISTANCE OF 302.50 FEET; THENCE SOUTH 88°43'48" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 17°44'42" EAST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW4) NW/4 OF SAID SECTION 13; THENCE NORTH 88°43'48" EAST AND ALONG SAID NORTH LINE OF THE SW4 NW/4 AND THE NORTH LINE OF SAID SW4 NW/4, FOR A DISTANCE OF 53.00 FEET; THENCE SOUTH 17°44'42" EAST AND PARALLEL WITH THE WEST LINE OF THE SW4 NW/4, FOR A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 420.00 FOOT RADIOUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 361°77'38", A CHORD BEARING AND DISTANCE OF SOUTH 37°02'31" EAST FOR 283.00 FEET; FOR AN ARC DISTANCE OF 265.30 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36°02'00" EAST FOR A DISTANCE OF 16.25 FEET; THENCE SOUTH 36°02'00" WEST FOR A DISTANCE OF 80.00 FEET; THENCE NORTH 36°02'00" WEST FOR A DISTANCE OF 9.66 FEET TO A POINT OF CLOSURE; THENCE ALONG A 25.00 FOOT RADIOUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 82°02'00" WEST FOR 35.86 FEET; FOR AN ARC DISTANCE OF 38.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36°02'00" WEST FOR A DISTANCE OF 12.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A 130.00 FOOT RADIOUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 341°78"38", A CHORD BEARING AND DISTANCE OF SOUTH 77°23'39" WEST FOR 134.79 FEET; FOR AN ARC DISTANCE OF 136.58 FEET; THENCE SOUTH 36°02'00" WEST AND PERPENDICULAR TO THE EAST LINE OF THE E2 NW/4, FOR A DISTANCE OF 40.00 FEET TO A POINT; SAID POINT BEING 80.00 FEET PERPENDICULAR DISTANCE FROM SAID EAST LINE; THENCE SOUTH 17°44'42" EAST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 331.40 FEET;

THENCE NORTH 0°00'31" WEST FOR A DISTANCE OF 63.62 FEET; THENCE NORTH 0°00'31" WEST FOR A DISTANCE OF 110.63 FEET; THENCE NORTH 89°00'31" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 17°44'42" EAST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 30.00 FEET; THENCE NORTH 89°00'31" EAST AND PARALLEL TO THE EAST LINE, FOR A DISTANCE OF 22.50 FEET; THENCE NORTH 89°00'31" EAST FOR A DISTANCE OF 25.54 FEET; THENCE NORTH 89°00'31" EAST FOR A DISTANCE OF 12.50 FEET; THENCE NORTH 54°24'47" EAST FOR A DISTANCE OF 47.23 FEET; THENCE NORTH 77°23'39" EAST FOR A DISTANCE OF 31.64 FEET; THENCE NORTH 89°00'31" EAST FOR A DISTANCE OF 79.14 FEET; THENCE NORTH 17°44'42" WEST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 732.50 FEET; THENCE NORTH 88°43'48" EAST AND PERPENDICULAR TO THE EAST LINE, FOR A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,239.00 SQUARE FEET OR 28.907 ACRES.

THE BEARING SHOWN HEREIN ARE BASED UPON THE OKLAHOMA STATE PLANS COORDINATE SYSTEM, ZONE 16D (2003), NORTH AMERICAN DATUM 1983 (NAD83) SAID BEARINGS ARE BASED LOGICALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) MARKS CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13, T-15N, R-18E;
- (B) 1/2" IRON PIN FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13, T-15N, R-18E;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°23'21" EAST.

DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STATED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS, AND STREETS, AND HAS DESIGNATED THE SAME AS "RIVER CREST BLOCKS 5-10" A SUBDIVISION WITHIN THE CITY OF BERRY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - STREETS, EASEMENTS, AND UTILITIES

A. STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEEDS FOR PUBLIC USE THE STREET, "RIVER CREST STREET" AS SHOWN ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "LOT OR UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND/OR IMPROVING AND/OR WIDENING ANY AND ALL PUBLIC UTILITIES, INCLUDING SANITARY SEWERS, COMMUNICATIONS LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND PUBLIC AND PRIVATE STORM SEWERS, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH UTILITIES AND ANY OTHER APPURTENANCES THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO, AND UPON THE UTILITY EASEMENTS FOR THE USE AND PURPOSES ABOVE SAID, PROVIDED HOWEVER, DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND/OR REMOVE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, AND/OR CONSTRUCTION, REPLACING, AND/OR REMOVING THEREON, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT, DEVELOPER HEREBY MAKES RESTRICTIVE COVENANTS, WHICH COVENANTS SHALL BE BINDING ON EACH LOT AND RES-

ERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BERRY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED SERVICE MARKING AREAS, CLIMBING, LANDSCAPING, OR CUSTOMARY SCREENING, FENCED, OR WALLS.

A. UNDERGROUND SERVICE

1. UNDERPAID POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE RIGHT-OF-WAY OF SOUTH 73RD EAST AVENUE AND WITHIN THE PERMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDSTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY LOCATIONS, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND ALL ITS STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDSTAL, TRANSFORMER, OR GAS MAIN TO THE POINT OF USE, AS DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON A LOT OR RESERVE AREA, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EXTENDING ON THE LOT OR RESERVE AREA, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (2 1/2) FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDSTAL, TRANSFORMER, OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR RESPECTIVE UTILITY SERVICE FACILITIES BUT OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NEGLECTED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HERETO.

C. WATER, SANITARY SEWER, AND PRIVATE STORM SEWER SERVICE

2. THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAIN, PUBLIC SANITARY SEWER FACILITIES, AND PRIVATE STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, OR PRIVATE STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTIGUOUS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER FACILITY, OR PRIVATE STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH MAINS OR FACILITIES, SHALL BE PROHIBITED. THE ALTERATION OF GRADE FROM THE CONTIGUOUS EXISTING, AS ALTERED BY THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER FACILITY, OR PRIVATE STORM SEWER FACILITY, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, PRIVATE STORM SEWER INLETS, AND/OR MANHOLES SHALL BE ADJUSTED TO THE ADJACENT GROUND ELEVATION BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT HIS ELECTION, THE CITY OF BERRY, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED ON MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PRIVATE STORM SEWER SYSTEM IS PROHIBITED.

4. THE CITY OF BERRY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES, AND THE ASSOCIATION (AS DEFINED BELOW) SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PRIVATE STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NEGLECTED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

Conditional Final Plat  
BXPUD-18.08  
River Crest  
BLOCKS 5-10

PART OF THE EAST HALF OF THE NORTHWEST QUARTER (E2) NW/4 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW4) NW/4 AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NE4) SW/4 OF SECTION ELEVEN (11) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BERRY, TULSA COUNTY, STATE OF OKLAHOMA

4. THE CITY OF BERRY OR ITS SUCCESSORS, AND THE ASSOCIATION (AS DEFINED BELOW) ON ITS SUCCESSIONS WITH RESPECT TO PRIVATE STORM SEWER FACILITIES, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, OR REPLACING ANY PORTION OF THE UNDERGROUND WATER, SANITARY SEWER, AND PRIVATE STORM SEWER FACILITIES.

5. ALL WATER, SANITARY SEWER, AND PRIVATE STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BERRY IS THE BENEFCIARY. IF ANY REPAIR ISSUES ARISE DURING SAID TERM THE DEVELOPER SHALL ASSIST THE CITY OF BERRY BY COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C, CONCERNING WATER, SANITARY SEWER, AND PRIVATE STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BERRY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT OR RESERVE AREA AGREES TO BE BOUND HERETO.

D. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBTSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC AND PRIVATE STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTION WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS, HOWEVER, SHALL NOT BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE ASSOCIATION (AS DEFINED BELOW), AND BY THE CITY OF BERRY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, PRIVATE STORM SEWER, NATURAL GAS, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED HOWEVER, THE CITY OF BERRY, OR OTHER SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS

THE DEVELOPER HEREBY RELEASES RIGHTS OF VEHICULAR INGRESS AND EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 73RD EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE ALTERED OR RELEASED BY THE CITY OF BERRY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BERRY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THEREON, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BERRY.

G. FENCE EASEMENTS

THE DEVELOPER DOES HEREBY ESTABLISH AND GRANT, TO THE ASSOCIATION (AS DEFINED BELOW) AND THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, FOR THEIR COMMON USE AND BENEFIT, FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FENCE EASEMENT" ON "B" AND SHOWN ON THE ACCOMPANYING PLAT. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING, BUT NOT LIMITED TO, HEDGE, FENCES, WALLS, VERRANDA SYSTEMS, LANDSCAPING, AND LIGHTING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS WITHIN THE FENCE EASEMENTS, THE ASSOCIATION (AS DEFINED BELOW) SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FENCES AND WALLS AND ENTRY AND SECURITY FEATURES AND ALL LANDSCAPING LOCATED OUTSIDE OF SUCH FENCES AND EASEMENTS. THE RIGHT OF PERMITTING THE OVERLAND FLOW, IN EXCESS OF THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY FACILITIES ELSEWHERE DEDICATED HEREIN.

H. OVERLAND DRAINAGE EASEMENTS

1. THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERMITS, AND NON-EXCLUSIVE EASEMENTS OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "DOE" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, IN EXCESS OF THE DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION, AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BERRY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BERRY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED ON OVERLAND DRAINAGE EASEMENTS WHICH WOULD CAUSE AN OBSTRUCTION TO THE ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BERRY, OKLAHOMA.

DEPARTMENT OF THE CITY OF BERRY, OKLAHOMA, PROVIDED THAT THE PLANTING OF TALL SHAL NOT REQUIRE THE APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BERRY, OKLAHOMA.

4. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY REPAIRS, INCLUDING MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BERRY, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA FAILS TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE ACCUMULATION OF OBSTRUCTIONS WITHIN SUCH EASEMENTS, THE ALLOWANCE OF THE MAINTENANCE OF SILTATION, THE UNPERMITTED ALTERATION OF GRADE, OR THE GENERAL LACK OF OBSTRUCTION MAINTENANCE THEREIN, THE CITY OF BERRY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CONDUCT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BERRY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BERRY, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION H SHALL BE ENFORCEABLE BY THE CITY OF BERRY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

SECTION II - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, THE RESERVE AREAS HEREBY ESTABLISHED FOR VARIOUS PURPOSES, INCLUDING PRIVATE STREETS, PRIVATE STORMWATER DRAINAGE, UTILITIES, OPEN SPACE, PRIVATE PARK, ENTRY AND SECURITY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, AND PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BERRY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), FORMED PURSUANT TO SECTION V HEREOF. IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, SUCH RESERVE AREAS, PRIVATE STREETS, PRIVATE STORM SEWER SYSTEM, AND OTHER SUCH FACILITIES AND IMPROVEMENTS ARE INTENDED TO BE AND ARE HEREBY DECLARED TO BE AND ARE RESERVED FOR USE BY THE OWNERS OF THE LOTS WITHIN ADDITIONAL SUBDIVISIONS THAT DEVELOPER, ITS SUCCESSORS AND ASSAIGNS MAY DEVELOP FROM TIME TO TIME. ALL THE OWNERS OF THE LOTS WITHIN SUCH ADDITIONAL SUBDIVISIONS SHALL BE MEMBERS OF THE ASSOCIATION AND SHALL CONTRIBUTE ON THE SAME PER LOT BASIS, AS THE OWNERS OF THE LOTS IN THE SUBDIVISION, TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF SUCH COMMON AREAS, PRIVATE STREETS, PRIVATE STORM SEWER SYSTEM, AND OTHER SUCH FACILITIES AND IMPROVEMENTS.

B. RESERVE A

1. RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO THE SUBDIVISION, AND SHALL BE LIMITED TO USE FOR PRIVATE STREETS, FOR PROVIDING PRIVATE STORM SEWER AND DRAINAGE FACILITIES TO SERVICE STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE ENTRY FEATURES, SIGNAGE, DECORATIVE FENCING, LANDSCAPING, IRRIGATION, AND LIGHTING, AND FOR THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF THE BELOW, TO BE FORMED PURSUANT TO SECTION V HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

2. THE DEVELOPER HEREBY GRANTS TO THE CITY OF BERRY, OKLAHOMA, THE UNITED STATES OF AMERICA, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE, WASTE REMOVAL SERVICE, WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRANSFER THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.

3. THE DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREBY COVENANTS WITH THE CITY OF BERRY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BERRY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BERRY, OKLAHOMA, THAT:

- a. CONSTRUCT AND MAINTAIN STREETS EXTENDING THE FULL LENGTH OF RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING CITY OF BERRY DESIGN STANDARDS FOR A MAJOR LOCAL RESIDENTIAL PUBLIC STREET.

b. SECURE INSPECTION BY THE CITY OF BERRY, OKLAHOMA, OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BERRY, OKLAHOMA, THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BERRY, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE CITY OF BERRY, OKLAHOMA, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

4. THE DEVELOPER ACKNOWLEDGES, FOR ITSELF AND ITS SUCCESSORS IN TITLE, THAT THE CITY OF BERRY, OKLAHOMA, SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, NEAR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF CONVEYANCE OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

C. RESERVE F

RESERVE F IS HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING PRIVATE STORMWATER DRAINAGE, UTILITIES, AND PRIVATE RECREATIONAL USES SUCH AS OPEN SPACE, PRIVATE PARK, SIGNAGE, FENCES AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BERRY, OKLAHOMA. RESERVE F, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT PROVIDED THAT THE DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL USES AND FACILITIES AS OUTLINED HERENAFTER.

D. RESERVE G

RESERVE G AND IS HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PRIVATE RECREATIONAL, AND FACILITIES SUCH AS OPEN SPACE, PRIVATE PARK, SIGNAGE, FENCES AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BERRY, OKLAHOMA.

E. MAINTENANCE

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE STREETS AND VARIOUS OTHER IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHARE SHALL BE ALLOCATED TO EACH LOT AND RESERVE AREA, BASED ON THE HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE DEVELOPER TO THE ASSOCIATION. THE CITY OF BERRY SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEM IN ANY RESERVE AREA.

2. ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT SOUTH 73RD EAST RIGHT-OF-WAY, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARDS OF CARE AS DETERMINED APPROPRIATE BY THE ASSOCIATION (AS DEFINED BELOW) AT A MINIMUM, THE GRASS-COVERED AREAS OF THE RESERVE AREAS AND ADJACENT RIGHT-OF-WAY SHALL BE MOVED EVERY 7 - 10 DAYS DURING THE GROWING SEASON.

3. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BERRY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW) AS SET FORTH IN SECTION V HEREOF, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TENDRY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BERRY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE RESERVATION SUBSECTION OF THE ASSOCIATION (AS DEFINED BELOW), PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS, OR THE CITY OF BERRY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING INCURRED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BERRY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BERRY, OKLAHOMA.

F. INFORMATION OF OWNER AND CITY

EACH LOT AND RESERVE AREA OWNER OR RESIDENT ANOTHER MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) AGREES TO HOLD MANHOLES THE DEVELOPER AND THE CITY OF BERRY, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR OPERATION OF THE FACILITIES, AND APPROVED BY THE CITY OF BERRY, OKLAHOMA, IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BERRY NOR DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT ANOTHER MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) OR ANY OTHER PERSON, OR INWANT THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTS OF OMISSION OR COMMISSION OF ANY LOT OR RESERVE AREA OWNER, ANOTHER MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

# Conditional Final Plat

BXPUD-18.08

## River Crest

### BLOCKS 5-10

PART OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) AND  
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) AND  
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) OF SECTION ELEVEN (11)  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIRBY, TULSA COUNTY, STATE OF OKLAHOMA

#### DEED OF DEDICATION (CONTINUED)

##### SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-18.08 ("PUD TRAIL") AS PROVIDED WITHIN TITLE 11 OF THE BIRBY, OKLAHOMA CITY CODE (BIRBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-18.08 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIRBY PLANNING COMMISSION ON JULY 26, 2018, AND APPROVED BY THE BIRBY CITY COUNCIL ON JULY 23, 2018 WITH IMPLEMENTING ORDINANCE (BIRBY NO. 2321) APPROVED JULY 23, 2018, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIRBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD RUNNING TO AND ENFORCEABLE BY THE CITY OF BIRBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THEREIN, AND

WHEREAS, THE DEVELOPER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIRBY, OKLAHOMA:

NOW, THEREFORE, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-18.08 AS APPROVED BY THE CITY OF BIRBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-18.08 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIRBY ZONING CODE AS SUCH PROVISIONS EXISTED ON JULY 23, 2018.

B. DEVELOPMENT STANDARDS

THE PRINCIPAL USE FOR THE DEVELOPMENT IS SINGLE-FAMILY DETACHED DWELLINGS, WHICH ARE INTENDED TO BE USED FOR INDIVIDUAL OWNERSHIP. THIS PUD SHALL BE GOVERNED BY THE FOLLOWING DEVELOPMENT STANDARDS:

|                                           |         |
|-------------------------------------------|---------|
| TOTAL ALLOWABLE NUMBER OF LOTS WITHIN PUD | 210     |
| MINIMUM LOT AREA (SF)                     | 6,000   |
| MINIMUM LOT WIDTH                         | 55 FEET |
| MINIMUM YARD SETBACKS                     |         |
| FRONT YARD                                | 20 FEET |
| REAR YARD                                 | 20 FEET |
| REAR YARD INTERNAL LOTS                   | 15 FEET |
| REAR YARD ALONG SOUTH PERIMETER           | 15 FEET |
| SIDE YARD ONE SIDE                        | 5 FEET  |
| SIDE YARD OTHER SIDE                      | 5 FEET  |
| SIDE YARD CORNER LOTS                     | 10 FEET |
| LIVABILITY SPACE (SF)                     | 3,000   |
| MAXIMUM HEIGHT/STORIES                    | 35 FEET |
| MINIMUM OFF-STREET PARKING SPACES         | 2       |
| MINIMUM HOME SQUARE FOOTAGE               | 1,800   |

\* THE WIDTH OF ANY CURB-TO-CURB OR PRE-SHAPED LOTS WHICH MEET THE REQUIREMENTS FOR MINIMUM LOT SIZE MAY HAVE LESS THAN MINIMUM FRONTAGE AT THE RIGHT OF WAY.

\*\* ALL HOUSES BUILT ON CORNER LOTS MUST FACE THE 20-FOOT FRONT YARD SETBACK.

C. LANDSCAPE REQUIREMENTS

THE SUBDIVISION WILL BE LANDSCAPED TO A HIGH-LEVEL STANDARD MEETING AND EXCEEDING THE MINIMUM REQUIREMENTS SET OUT BY THE CITY OF BIRBY LANDSCAPE ORDINANCE. A LANDSCAPE PLAN WILL BE SUBMITTED TO THE CITY OF BIRBY FOR COMPLIANCE WITH THE PUD STANDARDS SET FORTH IN THIS SECTION.

D. FENCING AND GATE REQUIREMENTS

FENCING ALONG EAST 131ST STREET AND A PORTION OF THE FRY CREEK TRAIL FRONTAGE WILL BE A COMBINATION OF WROUGHT IRON AND MASONRY WITH COLUMNS NOT TO EXCEED 8-FOOT IN HEIGHT. THIS DESIGN APPROACH WILL ALLOW VIEWPOINTS FROM THE FRY CREEK TRAIL VEHICULAR ENTRANCE LOCATED OFF OF 131ST STREET MAY UTILIZE ENTRY ARCHITECTURAL

FEATURES THAT EXCEED THE 8-FOOT REQUIREMENT.

BACKYARD RESIDENTIAL FENCES THAT ADJUT THE EAST, WEST, AND SOUTH SUBDIVISION BOUNDARIES ARE REQUIRED TO HAVE AN ORANGE WOOD FENCE AND SHALL NOT EXCEED 6-FOOT IN HEIGHT.

WITHIN THE PUD, A MINIMUM OF 2 PEDESTRIAN GATES WITH A KEY PAD LOCKING FEATURE WILL PROVIDE RESIDENTS PRIVATE, DIRECT ACCESS TO THE PUBLIC FRY CREEK TRAIL. WITHIN THE SUBDIVISION, ONE (1) SUCH GATE AND SECURITY FEATURE WILL BE LOCATED IN RESERVE E.

THE SUBDIVISION WILL HAVE A SECURE ELECTRONIC GATED ENTRY SYSTEM BUILT TO CITY OF BIRBY STANDARDS. THE PRIMARY VEHICULAR ENTRANCE LOCATED OFF OF 131ST STREET WILL PROVIDE A GUEST CALL BOX, WHILE THE SECONDARY ENTRANCES OFF OF S. 79RD EAST AVENUE WILL PROVIDE DIRECT REMOTE ENTRY ACCESS FOR RESIDENTS ONLY.

E. SIDEWALK AND TRAIL REQUIREMENTS

A PUBLIC SIDEWALK WILL BE CONSTRUCTED ALONG THE 131ST STREET FRONTAGE. PRIVATE SIDEWALKS WILL BE CONSTRUCTED ALONG INTERNAL RESIDENTIAL STREETS. IN ADDITION, WITHIN THE PUD, A MINIMUM OF 2 GREENBELT CONNECTIONS CONTAINING A 4-FOOT WIDE SIDEWALK WILL PROVIDE RESIDENTS PRIVATE, DIRECT ACCESS TO THE PUBLIC FRY CREEK TRAIL. WITHIN THE SUBDIVISION, ONE (1) SUCH GREENBELT CONNECTION WILL BE LOCATED IN RESERVE E.

F. BUILDING MATERIALS

A MINIMUM OF 75 PERCENT (75%) OF THE TOTAL STRUCTURE SHALL BE MASONRY MATERIAL EXCLUDING DOOR AND WINDOW AREAS. APPROVED MASONRY MATERIALS INCLUDE STONE, BRICK, STUCCO, AND CONCRETE/STONE. A MINIMUM OF 15 PERCENT (15%) OF THE FRONT, STREET-FACING FACADE EXCLUDING DOOR AND WINDOW AREAS SHALL BE MASONRY MATERIAL.

##### SECTION IV - LAND USE RESTRICTIONS

A. USE OF LAND

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE-FAMILY RESIDENCES. ALL USES HEREIN NOT WITHSTANDING, ANY LOT OWNED OR DESIGNATED BY DEVELOPER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. SETBACKS

1. STREET AND EASEMENT SETBACKS

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE SITUATED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING ENCROACH UPON ANY UTILITY EQUIPMENT AS DEPICTED ON THE ACCOMPANYING PLAT. ALL HOUSES BUILT ON CORNER LOTS MUST FACE THE MOST RESTRICTIVE BUILDING LINE OR SETBACK AS PROVIDED IN THIS SECTION AND IN THE PLANNED UNIT DEVELOPMENT RESTRICTIONS SECTION HEREIN.

2. SIDE YARDS

EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN 5 FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 10 FEET OR THE BUILDING LINE SHOWN ON THE PLAT, WHICHEVER IS GREATER.

3. REAR YARD

THE MINIMUM REAR YARD SETBACKS SHALL BE GOVERNED BY THE PLANNED UNIT DEVELOPMENT RESTRICTIONS AS PROVIDED HEREIN, AND AS MAY BE AMENDED.

C. BUILDING HEIGHT

NO BUILDING SHALL EXCEED 2 STORIES OR 35 FEET IN HEIGHT.

D. NO SHORT TERM RENTAL

NO LOT, PART OF A LOT, OR ANY INTEREST THEREIN SHALL BE LEASED, RENTED, LET, OR SUBLEASED TO ANY PERSON FOR A TERM OF LESS THAN ONE (1) YEAR.

E. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS

ADDITIONAL RESTRICTIONS AND COVENANTS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILAR TITLED DOCUMENT. THIS DOCUMENT SHALL INCLUDE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE.

##### SECTION V - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF ALL LOT OWNERS WITHIN THE SUBDIVISION (THE "ASSOCIATION"). A NON-PROFIT COMPANY ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND TO BE FORMED FOR THE PURPOSES OF MAINTAINING ALL RESERVE AREAS, OTHER COMMON

AREAS, AND IMPROVEMENTS, INCLUDING PRIVATE STREETS, GATES, SECURITY SYSTEMS, LIGHTING, SIDEWALKS, PRIVATE STORM SEWER FACILITIES, COMMON AREA LANDSCAPING, AND PERMITTER FEES, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "RIVER CREST BLOCKS 5-10", PLAT NO. 8442 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "RIVER CREST BLOCKS 5-10", AND ANY ADDITIONAL SUBDIVISIONS WHICH MAY BE SUBSEQUENTLY CREATED BY DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND ATTACHED TO OR OTHERWISE CONNECTED TO THE SUBDIVISION. THE OWNERS OF THE LOTS IN SUCH ADDITIONAL SUBDIVISIONS SHALL HAVE THE RIGHT TO USE AND BE BENEFITED BY RESERVE A, E, AND F, AND OTHER COMMON AREAS, FACILITIES, AND IMPROVEMENTS WITHIN THE SUBDIVISION, INCLUDING, ADDITIONALLY, ALL OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION, AS MEMBERS OF THE ASSOCIATION, SHALL CONTRIBUTE ON THE SAME PER LOT BASIS, AS THE OWNERS OF THE LOTS IN ADDITIONAL SUBDIVISIONS, TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF ANY RESERVE AREAS, COMMON AREAS, PRIVATE STREETS, PRIVATE STORM SEWER SYSTEM, AND OTHER SUCH COMMON FACILITIES AND IMPROVEMENTS LOCATED IN SUCH ADDITIONAL SUBDIVISIONS.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORDED OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION OR ANY ADDITIONAL SUBDIVISION (AS DESCRIBED ABOVE) SHALL BE A MEMBER OF THE ASSOCIATION AND GOVERNED BY AND SUBJECT TO THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS, AND RESTRICTIONS, OR SIMILARLY TITLED DOCUMENT, FILED AFTER THIS PLAT.

C. COVENANT FOR ASSESSMENTS

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE DEVELOPER. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOTS AGAINST WHICH IT IS MADE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

##### SECTION VI - ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, & SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS GRANTEES, TRANSFEREES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR VIOLATED. ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIRBY, THE ASSOCIATION, OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, TO PREVENT HARMER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANTS, OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS. IF ANY LOT OWNER SHALL VIOLATE THE PROVISIONS OF SECTIONS IV OR V, IT SHALL BE LAWFUL FOR THE ASSOCIATION OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH PROVISIONS, TO PREVENT HARMER OR THEM FROM SO DOING OR COMPEL COMPLIANCE WITH THE COVENANTS, OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

B. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS, AND UTILITIES, SECTION II RESERVE AREAS, AND SECTION VI, ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE ASSOCIATION AND OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIRBY PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE BIRBY CITY COUNCIL. THE COVENANTS CONTAINED WITHIN SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED WITHOUT NECESSITY OF EXECUTION OF AN AMENDMENT INSTRUMENT UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-18.08 BY THE BIRBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIRBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-18.08 UPON FILING OF RECORDING AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIRBY APPROVAL. THE COVENANTS CONTAINED WITHIN SECTION IV, LAND USE RESTRICTIONS, SECTION V HOMEOWNERS' ASSOCIATION, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BIRBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIRBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-18.08 UPON FILING OF RECORDING AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIRBY APPROVAL, SHALL BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DEVELOPER, WITHOUT THE APPROVAL OF THE CITY OF BIRBY, UNTIL THE ASSOCIATION IS TURNED OVER TO THE LOT OWNERS, AFTER WHICH TIME SUCH AMENDMENT OR TERMINATION SHALL REQUIRE A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN TEN (10) OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED THAT, DURING SUCH PERIOD THAT THE DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, ANY CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS SHALL BE CONTROLLED BY THAT INSTRUMENT EXECUTED BY THE DEVELOPER. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTIRE AND THE PARTIAL SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE HAVE MAXIMUM EFFECT TO THE INTENT OF THE DEVELOPER. THE FAILURE OF THE DEVELOPER OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A WAIVER OR RELINQUISHMENT OF THESE RESTRICTIONS, COVENANTS OR CONDITIONS.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY OF 2021.

RIVER CREST DEVELOPMENT BIRBY, INC.  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
DALE FOREST, ITS PRESIDENT  
"DEVELOPER"

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF 2021, PERSONALLY APPEARED DALE FOREST, TO ME KNOWN TO BE THE CENTRAL PERSON WHO SUBSCRIBED THE NAME OF RIVER CREST DEVELOPMENT BIRBY, INC. TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

05/08/2024  
MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC



##### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, DESCRIBED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "RIVER CREST BLOCKS 5-10", A SUBDIVISION WITHIN THE CITY OF BIRBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESSED MY HAND AND SEAL THIS DAY OF 2021.



BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF 2021, PERSONALLY APPEARED TO ME DAN E. TANNER, KNOWN TO BE THE CENTRAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

05/08/2024  
MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC





CITY OF BIXBY  
P.O. Box 70  
116 W. Needles Ave.  
Bixby, OK 74008  
(918) 366-4430

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## STAFF AGENDA COMMENTARY

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**ITEM TITLE(S):**

1. Consider, discuss, and approve Downtown Façade Grant Program application for Plummer Station, located at 27 East Needles, Section 24, Township 17N, Range 13E.

**PRESENTER:**

Carolyn Back, Development Services Director / City Planner  
Donna Crawford, Assistant Planner

**STAFF INFORMATION SOURCE:**

Downtown Design Overlay Standards

**BACKGROUND:**

3.5.21 Bixby Historical Society Trustee Meeting  
3.12.21 Bixby Special Historical Society Board Meeting

According to the meeting minutes, discussion was made pertaining to the restoration of the 100-year old Plummer Station building and applying for the Downtown Façade Grant Program to help with the Phase 2 exterior restoration and revitalization.

Work to be performed: New windows, new doors, repointing mortar and repairing brick masonry, where required, and replacing south side concrete pavement.

Total Phase 2 Project Estimates: \$59,750; Requested Grant Amount: \$10,000

**EXHIBITS:**

Grant Application with supporting documents

**KEY ISSUE:**

\$10,000 Grant Application Approval

**COUNCIL ACTION:**

Approve or Deny

**RECOMMENDATION:**

Award Downtown Façade Grant amount of \$10,000 to 27 East Needles, Plummer Station.



CITY OF BIXBY  
P.O. Box 70  
116 W. Needles Ave.  
Bixby, OK 74008  
(918) 366-4430

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## STAFF REPORT

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**To:** City of Bixby, City Council  
**From:** Carolyn Back, Development Services Director/City Planner  
Donna Crawford, Assistant Planner  
**Date:** Monday, April 26, 2021  
**RE:** *Downtown Façade Grant Program application for  
27 East Needles known as Plummer Station.*

**History:** The Façade Grant Program was designed to further the goals and objectives of the Bixby Downtown Design Overlay Standards by creating financial incentives needed to encourage revitalization efforts

**Location:** Northwest corner of West Needles & Montgomery Street  
**STR:** Section 24, Township 17N, Range 13E  
**Applicant:** Victoria K. Oltmann, President, Bixby Historical Society

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### STAFF REVIEW

#### SUBMITTAL OVERVIEW:

The applicant has submitted the Façade Grant Program application for the 100-year old Plummer Station. Reviewing the application staff has noted current physical condition, proposed work to be performed on the building, the Board Minutes from the Bixby Historical Society Trustee Meeting on March 5, 2021 and minutes from a Special Historical Society Board Meeting on March 12, 2021.

Included in the application are bids/proposals from different contractors, which came to the estimated total of Fifty-nine thousand, seven hundred-fifty dollars (\$59,750.00). The Façade Grant Program 1:1 matching provides up to a maximum amount of ten thousand dollars (\$10,000.00). The proposed modifications will

allow for upgraded exterior renovations and protection for the 100-year old building.

**STAFF COMMENTS:**

The application and contractors bids/proposals appear to be in order and staff believes this proposed project does qualify for the ten-thousand dollar (\$10,000.00) grant amount.

Staff recommends approval of the Downtown Façade Grant Program for the Plummer Station in the amount of ten-thousand dollars (\$10,000.00).



City of Bixby, Oklahoma

## Façade Grant Program Application

---

Applications for funding through the City of Bixby Façade Grant Program will be submitted to Development Services via mail to PO Box 70, 116 West Needles, Bixby, OK 74008 or email [DowntownOverlay@BixbyOK.gov](mailto:DowntownOverlay@BixbyOK.gov). Applications will be received on a rolling basis and reviewed monthly.

---

### APPLICANT INFORMATION

Address of Project: 27 East Needles

Building Owner: Bixby Historical Society

Applicant: Victoria K. Oltmann, President/Bixby Historical Society

Mailing Address: P. O. Box 1046

Telephone: (918)366-2000

Email: [history@bixbyhistoricalsociety.com](mailto:history@bixbyhistoricalsociety.com)

Has the applicant reviewed Bixby Downtown Design Overlay Guidelines?  
<https://www.bixbyok.gov/DocumentCenter/View/1642/Bixby-Downtown-Overlay-Regulations>

Yes ☒ No ☐

### Construction schedule of project (commencement & completion):

Start date if weather permits April 1, 2021 – completion if weather permits June 30, 2021 or before.

---

#### A. Current Physical Condition of Project:

*(If additional space is needed, please attach description as Attachment A.)*

*The exiting Plummer's Station Building is turning 100 years old in 2021. The building has been vacant for many years and the brick exterior has deteriorated. However, the roof was replaced as Phase 1 of the Plummer's Station restoration effort, and the building is structurally sound. Currently the building is used by the Bixby Historical Society for storage of miscellaneous items owned by the Society.*

---

**B. Proposed Modification of Project – written:**

*(If additional space is needed, please attach description as Attachment B.)*

**See Attached.**

**C. Proposed Modification of Project – visual:**

Please attach a detailed drawing/rendering showing dimensions, architectural details, and labels, of the proposed finished project.

*Please attach as Attachment C.*

**D. Impact Statement:**

How will the project further the revitalization of downtown?

*(If additional space is needed, please attach as Attachment D.)*

**See Attached.**

Number of current housing units on property:

NA

Number of new housing units created from project:

NA

Number of jobs currently in building:

0

Number of jobs created after project completed:

4

Square footage of storefront space rehabbed:

200

Rent rate being offered in rehabbed storefront:

\$12/SF for TBD yrs.

**E. Building Ownership:**

Please include proof of building ownership as **Attachment E.**

You may use the following site as a resource:

<https://www.assessor.tulsacounty.org/assessor-property.php>

**F. Building Ownership – organization:**

If the owner is a for-profit or non-profit organization, is a Resolution adopted by the Board of Directors which authorizes both the project and the application attached with the Minutes of the Meeting when it was adopted?

Yes ☒ No ☐ N/A ☐

Please attach as **Attachment F.**

**G. Applicant's Ownership Interests – other properties:**

Does applicant own or have ownership interest in other properties in Bixby?

Yes ☒ No ☐

(If yes, please list addresses. If additional space is needed please attach as **Attachment G.**)

**See Attached**

Do the above properties comply with all applicable City of Bixby ordinances and regulations, including but not limited to, housing, building, zoning, fire, health and vacant and abandoned building regulations? Yes ☒ No ☐

**H. Property Signage:**

Do existing signs on the property comply with City Zoning regulations and overlay design standards? Yes ☐ No ☐ N/A ☒

**If the above answer is no, or the applicant is proposing new signs, please describe the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed. If additional space is needed place attach as Attachment H.**

I. **Revenue Sources:**

Has the project secured private funding for project match?

Yes ☒ No ☐

*If yes, list other sources of funding and financing for this project, and whether the sources are already secured. If additional space is needed place attach as **Attachment I.***

***Through private donations: they are secured.***

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J. **Bids:**

*Please attach bid(s) for the proposed work as **Attachment J.***

What are the estimated costs for façade improvements?

\$59,750.00

How much assistance is the project requesting? \$10,000\_\_\_\_

What is the construction schedule for façade improvements? \_\_\_\_\_

April 1, 2021 through June 30, 2021

K. **Certificate of Insurance:**

*Please attach a certificate of insurance for the individual/company bidding the work, **Attachment K.***

---

**List of Exhibits**

|           |                                                               |
|-----------|---------------------------------------------------------------|
| Exhibit A | Current Physical Condition (if additional room needed)        |
| Exhibit B | Proposed Modification of Building (if additional room needed) |
| Exhibit C | Detailed Drawing/Rendering                                    |
| Exhibit D | Impact Statement (if additional room needed)                  |
| Exhibit E | Proof of Building Ownership                                   |
| Exhibit F | Resolution (if applicable)                                    |
| Exhibit G | List of Applicant's Other Properties (if applicable)          |
| Exhibit H | Sign Compliance (if applicable)                               |
| Exhibit I | Sources of Funds                                              |
| Exhibit J | Bids                                                          |
| Exhibit K | Certificate of Insurance                                      |

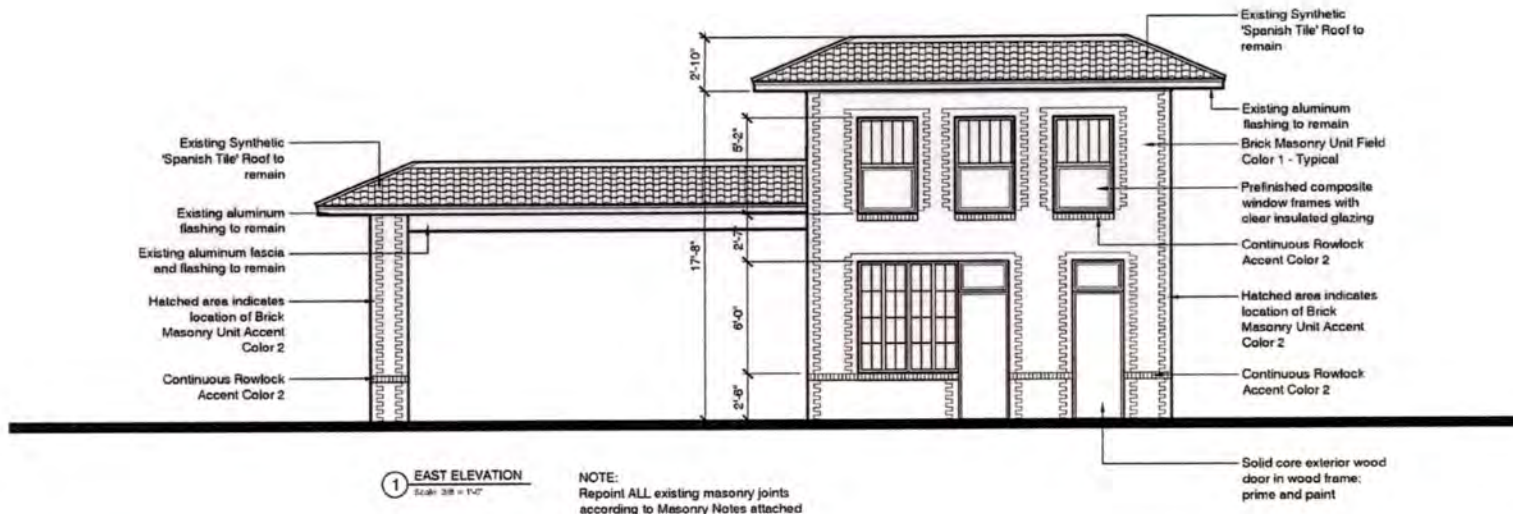
## **Attachment B**

### **Proposed Modification of Project - Written**

The proposed façade improvement program for Plummer's Station includes repointing of the exterior brick masonry and repair of brick masonry where required and restoring to its original condition. Specifications for the repointing effort are included on the drawings provided as Attachment C to this application. In addition, the windows will be replaced, and new exterior doors will be installed. The concrete pavement on the south side of Plummer's Station that is below the drive-through portico, will be replaced with new reinforced concrete pavement. This is the 2<sup>nd</sup> Phase of the Plummer's Station restoration program identified by the Bixby Historical Society as a critical element to its long-term goals for the property and preservation of the history of Bixby. Phase 1 was the roof replacement effort. Future phases will include interior restoration and renovation to allow the building to be potentially used as a coffee shop, or ice-cream shop.

**C. Proposed Modification of Project – visual:**





#### PREPARING LIME MORTAR

##### A. Materials

1. Lime: Should conform to ASTM C207, Type S, high plasticity, Hydrated Lime of Masonry Purposes
2. Cement: Should conform to ASTM C150, Type I. White. Lime shall contain no more than 0.60% alkali, nor more than 0.15% water soluble alkali. Use gray Portland cement ONLY if a dark mortar is to be matched.
3. Sand: Free of impurities
  - a. Sand color, size and texture should match the original as closely as possible.
  - b. When possible use bar sand or beach sand rather than crushed sand for repointing mortar.
4. Water: Clean potable water
5. Additives: NO antifreeze compounds or other additives shall be used.

##### B. Mortar Mix

1. Have the existing mortar completely analyzed to insure that the repointing mortar will not be less permeable/harder (Compressive strength) than the masonry units or the original mortar.
2. Historic Masonry set in Lime Mortar:
  - 1 part Portland Cement
  - 3 parts Lime
  - 8 - 12 parts Sand

#### REPOINTING MASONRY

##### A. Preparing the Joints

1. Clean area of loose dirt and debris using a stiff bristle brush and remove all extraneous fastenings and devices.
2. Rake out the loose material to a depth of about 1-inch, never to a depth less than their width. CAUTION: Avoid overcutting ends of vertical joints, widening joints or cutting into bedding faces of masonry units.

##### C. Erection, Installation, Application

1. Filling Joints:
  - a. Dampen masonry surfaces and joints to control suction and evaporation before placing repointing mortars. NOTE: There should be no free water present which may cause voids in the mortar.
  - b. Using a pointing tool, push mortar into the joint from a board and iron with the maximum possible pressure; the mortar should be applied in layers, each to a maximum thickness of 3/8-inch.
  - c. Thoroughly compact each layer of mortar and

##### D. Cleaning

1. Wash completed repointing work when finished mortar joints are set with clean water and masonry brushes, scrubbing only as required to clean mortar stains from masonry without scouring the units and joint faces.
2. After mortar is fully hardened, thoroughly clean exposed surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and

- allow to set until thumb-print hard before applying the next layer of mortar.
- d. Fill the joints so that they are slightly recessed from the masonry face. Avoid leaving a joint which is visually wider than the actual historic appearance.
2. Joint Finishing:
    - a. Tool the joint to match the old mortar. NOTE: It is important to tool the joint at the correct stage; if the joint is too soft, the color will be lighter than expected and hairline shrinkage cracks are likely to occur; if the joint is too hard when tooled, dark streaks may appear and good closure of the mortar against the masonry will not be achieved. Excessive tooling may bring lime and fine aggregates to the surface, creating a visual change in the texture and a surface subject to early deterioration.
- clean water spray applied at low pressure. NOTE: Use of metal scrapers or brushes is not permitted. Use of acid or alkali cleaning agents is not permitted.
3. Efflorescence occurs and may be removed with dry brushing with a bristle brush. The use of chemical cleaners to remove efflorescence is not necessary; NOTE: Avoid using acids- particularly Muriatic Acid.
  4. Acceptable masonry cleaners include "Sure Clean Restoration Cleaner - ProSoCo, Inc. and "101 Masonry Restorer Brick Restoration Cleaner" - Diedrich Technologies.

#### WINDOWS

##### A. Casement / Single Hung

1. Acceptable Product: Andersen Corporation 100 Series
2. Material: Prefinished rigid frame constructed with composite materials, including sills and brick molds
3. Glazing: Clear, Insulated Low-E direct set into frame. Provide divided lites to match historic pictures

Plummer's Station  
Bixby, Oklahoma

Elevation Sheet 2

|   |          |                      |
|---|----------|----------------------|
| 1 | FILED    | 100 East Main Street |
| 2 | REVISION | Rev. 10/1/2007       |
| 3 | NO       | 10/1/2007            |



#### PREPARING LIME MORTAR

##### A. Materials

1. Lime: Should conform to ASTM C207, Type S, high plasticity, Hydrated Lime of Masonry Purposes
2. Cement: Should conform to ASTM C150, Type I, White. Lime shall contain no more than 0.60% alkali, nor more than 0.15% water soluble alkali. Use gray Portland cement ONLY if a dark mortar is to be matched.
3. Sand: Free of impurities
  - a. Sand color, size and texture should match the original as closely as possible.
  - b. When possible use bar sand or beach sand rather than crushed sand for repointing mortar.
4. Water: Clean potable water.
5. Additives: NO antifreeze compounds or other additives shall be used.

##### B. Mortar Mix

1. Have the existing mortar completely analyzed to insure that the repointing mortar will not be less permeable/harder (Compressive strength) than the masonry units or the original mortar.
2. Historic Masonry set in Lime Mortar:
  - 1 part Portland Cement
  - 3 parts Lime
  - 8 - 12 parts Sand

#### REPOINTING MASONRY

##### A. Preparing the Joints

1. Clean area of loose dirt and debris using a stiff bristle brush and remove all extraneous fastenings and devices.

##### B. Joint Cutting and Raking

1. Cut and rake old mortar from existing joints by hand using hammer and chisel. NOTE: Power chisels and power saws should not be used.
2. Rake out the loose material to a depth of about 1-inch, never to a depth less than their width. CAUTION: Avoid overcutting ends of vertical joints, widening joints or cutting into bedding faces of masonry units.

##### C. Erection, Installation, Application

1. Filling Joints:
  - a. Dampen masonry surfaces and joints to control suction and evaporation before placing repointing mortars. NOTE: There should be no free water present which may cause voids in the mortar.
  - b. Using a pointing tool, push mortar into the joint from a board and iron with the maximum possible pressure; the mortar should be applied in layers, each to a maximum thickness of 3/8-inch.
  - c. Thoroughly compact each layer of mortar and

allow to set until thumb-print hard before applying the next layer of mortar.

- d. Fill the joints so that they are slightly recessed from the masonry face. Avoid leaving a joint which is visually wider than the actual historic appearance.

##### D. Joint Finishing:

- a. Tool the joint to match the old mortar. NOTE: It is important to tool the joint at the correct stage; if the joint is too soft, the color will be lighter than expected and hairline shrinkage cracks are likely to occur; if the joint is too hard when tooled, dark streaks may appear and good closure of the mortar against the masonry will not be achieved. Excessive tooling may bring lime and fine aggregates to the surface, creating a visual change in the texture and a surface subject to early deterioration.

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1. Wash completed repointing work when finished mortar joints are set with clean water and masonry brushes, scrubbing only as required to clean mortar stains from masonry without scouring the units and joint faces.
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clean water spray applied at low pressure. NOTE: Use of metal scrapers or brushes is not permitted. Use of acid or alkali cleaning agents is not permitted.

3. Efflorescence occurs and may be removed with dry brushing with a bristle brush. The use of chemical cleaners to remove efflorescence is not necessary. NOTE: Avoid using acids- particularly Muriatic Acid.
4. Acceptable masonry cleaners include "Sure Clean Restoration Cleaner - ProSoCo, Inc. and "101 Masonry Restorer Brick Restoration Cleaner" - Diedrich Technologies.

#### WINDOWS

##### A. Casement / Single Hung

1. Acceptable Product: Andersen Corporation 100 Series
2. Material: Prefinished rigid frame constructed with composite materials, including sills and brick molds
3. Glazing: Clear, Insulated Low-E direct set into frame. Provide divided lites to match historic pictures

Plummer's Station  
Bixby, Oklahoma

Elevation Sheet 3

|   |          |                      |
|---|----------|----------------------|
| 1 | PHILLIPS | 201 East Main Street |
| 2 | JOHNSON  | 1001 E. 10th Street  |
| 3 | WILSON   | 1001 E. 10th Street  |

## **Attachment D**

### **Impact Statement: How will the project further the revitalization of downtown?**

This Phase 2 Plummer's Station project will restore the exterior of the 100-year-old historical building and greatly improve the overall appearance of not only the building but that area of downtown Bixby while preserving an important structure of the legacy of the City of Bixby. Furthermore, it will serve as a catalyst for the Bixby Historical Society to continue with the full restoration and renovation of the building that will result in a long-term useful building that is planned to be used as perhaps a coffee shop or ice cream shop and provide historical and social benefit to the citizens of Bixby and tie into the overall revitalization of downtown Bixby. Ultimately, the Bixby Historical Society plans to have a new Historical Museum designed and constructed in a manner that would resemble the original railroad depot building continuing with the City of Bixby legacy.

## **Attachment E – Building Ownership**

# Assessor

## JOHN A. WRIGHT

### Property Search

#### Disclaimer

The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair cash (market) value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

#### Quick Facts

|                                 |                                                                                                                              |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Account #</b>                | R57825732403440                                                                                                              |
| <b>Parcel #</b>                 | 57825-73-24-03440                                                                                                            |
| <b>Situs address</b>            | 27 E NEEDLES AV BIXBY 74008                                                                                                  |
| <b>Owner name</b>               | BIXBY HISTORICAL SOCIETY                                                                                                     |
| <b>Fair cash (market) value</b> | \$168,261                                                                                                                    |
| <b>Last year's taxes</b>        | \$0                                                                                                                          |
| <b>Legal description</b>        | Subdivision: MIDLAND ADDN                                                                                                    |
|                                 | Legal: LT9 LESS BEG NWC LT9 TH E27.07 SE CRV LF 16.31 SW12.86 NW POB & ALL LTS 1,2,3,4,5,7,10,11,12,13,14 & S105 LT 6 BLK 12 |
|                                 | Section: 24 Township: 17 Range: 13                                                                                           |



R57825732403440 (07/2020)

#### General Information

#### Tax Information

|                              |                                                                                                                                                                                                       |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Situs address</b>         | 27 E NEEDLES AV BIXBY 74008                                                                                                                                                                           |
| <b>Owner name</b>            | BIXBY HISTORICAL SOCIETY                                                                                                                                                                              |
| <b>Owner mailing address</b> | PO BOX 1046<br>BIXBY, OK 74008                                                                                                                                                                        |
| <b>Land area</b>             | 1.13 acres / 49,058 sq ft                                                                                                                                                                             |
| <b>Tax rate</b>              | BI-4A [BIXBY]                                                                                                                                                                                         |
| <b>Legal description</b>     | Subdivision: MIDLAND ADDN<br>Legal: LT9 LESS BEG NWC LT9 TH E27.07 SE CRV LF 16.31<br>SW12.86 NW POB & ALL LTS 1,2,3,4,5,7,10,11,12,13,14 & S105<br>LT 6 BLK 12<br>Section: 24 Township: 17 Range: 13 |
| <b>Zoning</b>                | LIGHT INDUSTRIAL DISTRICT [IL]                                                                                                                                                                        |

**Values**

|                                 | 2019      | 2020      | 2021 |
|---------------------------------|-----------|-----------|------|
| <b>Land value</b>               | \$74,200  | \$74,200  | —    |
| <b>Improvements value</b>       | \$66,894  | \$94,061  | —    |
| <b>Fair cash (market) value</b> | \$141,094 | \$168,261 | —    |

**Exemptions claimed**

|                                    | 2019 | 2020 | 2021 |
|------------------------------------|------|------|------|
| <b>Homestead</b>                   | —    | —    | —    |
| <b>Additional homestead</b>        | —    | —    | —    |
| <b>Senior Valuation Limitation</b> | —    | —    | —    |
| <b>Veteran</b>                     | —    | —    | —    |

|                                     | 2019           | 2020      | 2021 |
|-------------------------------------|----------------|-----------|------|
| <b>Fair cash (market) value</b>     | \$141,094      | \$168,261 | —    |
| <b>Total taxable value (capped)</b> | \$116,655      | \$122,488 | —    |
| <b>Modified taxable value</b>       | \$0            | \$0       | —    |
| <b>Assessment ratio</b>             | 11%            | 11%       | —    |
| <b>Gross assessed value</b>         | \$0            | \$0       | —    |
| <b>Exemptions</b>                   | \$0            | \$0       | —    |
| <b>Net assessed value</b>           | \$0            | \$0       | —    |
| <b>Tax rate</b>                     | BI-4A [BIXBY]  |           |      |
| <b>Tax rate mills</b>               | 132.66         | 132.16    | —    |
| <b>Estimated taxes</b>              | \$0            | \$0       | —    |
| <b>Most recent NOV</b>              | March 30, 2021 |           |      |

\* Estimated from 2020 millage rates

**Tax detail (2020 millages)**

|                                   | %    | Mills | Dollars |
|-----------------------------------|------|-------|---------|
| <b>City-County Health</b>         | 2.0  | 2.58  | \$0.00  |
| <b>City-County Library</b>        | 4.0  | 5.32  | \$0.00  |
| <b>Tulsa Technology Center</b>    | 10.1 | 13.33 | \$0.00  |
| <b>Emergency Medical Service</b>  | 0.0  | 0.00  | \$0.00  |
| <b>Tulsa Community College</b>    | 5.5  | 7.21  | \$0.00  |
| <b>School Locally Voted</b>       | 25.7 | 34.00 | \$0.00  |
| <b>City Sinking</b>               | 10.0 | 13.17 | \$0.00  |
| <b>School County Wide Bldg</b>    | 3.9  | 5.15  | \$0.00  |
| <b>School County Wide ADA</b>     | 3.0  | 4.00  | \$0.00  |
| <b>School County Wide General</b> | 27.3 | 36.05 | \$0.00  |
| <b>County Government</b>          | 8.6  | 11.35 | \$0.00  |

(Continued on next page)

| Bldg ID# | Property type | Use             | Year built | Year remodeled | GBA †    | NRA †    | Stories | Story height |
|----------|---------------|-----------------|------------|----------------|----------|----------|---------|--------------|
| 1        | Commercial    | Storage Garage  | 1930       | —              | 554 SF   | 554 SF   | 1.0     | 8.0          |
| 2        | Commercial    | Storage Garage  | 1930       | —              | 1,750 SF | 1,750 SF | 1.0     | 8.0          |
| 3        | Commercial    | Office Building | 1930       | —              | 684 SF   | 684 SF   | 2.0     | 8.0          |

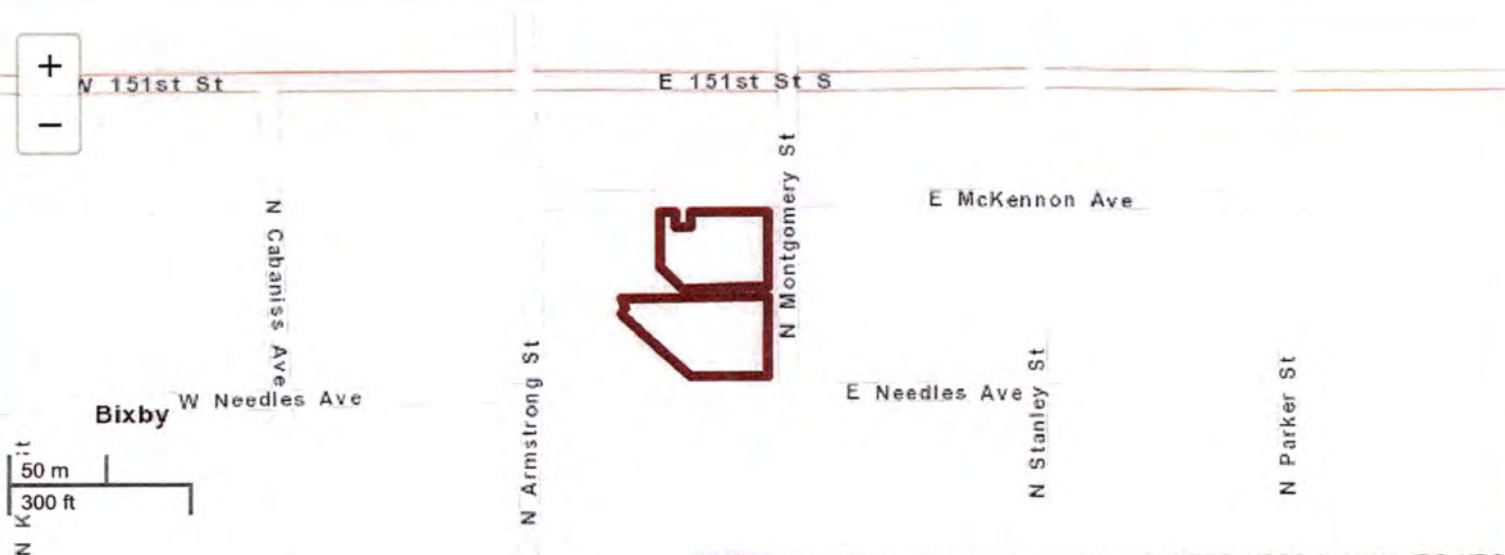
| Date                             | Grantor | Grantee | Price | Doc type | Book-Page/Doc# |
|----------------------------------|---------|---------|-------|----------|----------------|
| No sale information is available |         |         |       |          |                |

**Photo/sketch**  
(Click to enlarge)





† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.



Leaflet | Tiles © Esri — Source: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, METI, TomTom, 2012

[Click to view this area on the Google Maps web page in a new window](#)

John A. Wright — Tulsa County Assessor

Tulsa County Headquarters, 5th floor | 218 W Sixth St | Tulsa, OK 74119

Phone: (918) 596-5100 | Fax: (918) 596-4799 | Email: [assessor@tulsacounty.org](mailto:assessor@tulsacounty.org)

Office hours: 8:00–5:00 Monday–Friday (excluding holidays)

## **Attachment F**

### **Bixby Historical Society – Special Board Meeting**

March 12, 2021 – 9:30am  
Scotts Hamburgers, meeting room  
15 West Dawes Ave.  
Bixby, Oklahoma

Called to order at 9:30am.

Present: Sandra Cox, Peggy Ward, Melissa Smith, Helen Henderson, Jody Greene, Victoria Oltmann and Amanda Earsom, and board intern Lindsey Henderson.

Absent- None

New Business:

➤ **Renovations on Plummer's Station:**

Victoria Oltmann reported that the Bixby Historical Society's Board of Trustees meet on March 5, 2021 and discussed renovations for Plummer's Station, Re-pointing the building – laying new concrete and putting new windows and doors in the building.

➤ **City of Bixby Grant Application:**

Victoria Oltmann reported on the City of Bixby Grant Application – The Trustees approved the grant. Victoria would take it to the Historical Society Board for approval on March 12, 2021.

Motion was made by Melissa Smith to complete and send in the City of Bixby's Grant Application, seconded by Amanda Earsom, vote taken and passed.

Meeting adjourned at 10:00am.

## **Attachment F**

### **Bixby Historical Society – Trustee Meeting**

Trustee Meeting:

March 5, 2021 - 1:30 pm

Scotts Hamburgers, meeting room

15 West Dawes Ave.

Bixby, Oklahoma

Called to order at 1:30 pm.

Present: Jerry Farrar, Larry Wood, Jayne Bowen, Helen Henderson, Sandra Cox, Victoria Oltmann and Loueen Morgan.

Absent- None

#### **New Business:**

##### **➤ Scale House renovation:**

Victoria Oltmann reported that the Scale House renovations will be completed by April 1, 2021 and there will be a downtown Wine Walk on April 6<sup>th</sup> starting at the Scale House. The Scale House will be opened in April for tours.

##### **➤ Renovations on Plummer's Station:**

Jerry Farrar reported on the renovations for Plummer's Station, Re-pointing the building – laying new concrete and putting new windows and doors in the building.

City of Bixby Grant Application – Victoria Oltmann reported on the City of Bixby Grant Application. A motion was made by Jerry Farrar and seconded by Helen Henderson that Victoria takes it to the Historical Society board for final approval. Motion voted on and approved by all. Victoria will take it to the board on March 12, 2021.

Meeting adjourned at 4:10 pm

## Attachment G



CITY OF BIXBY  
P.O. Box 70  
116 W. Needles Ave.  
Bixby, OK 74008  
(918) 366-4430

October 30, 2019

RE: Assignment of Physical Address

To Whom It May Concern:

The City of Bixby is sending this letter to respective parties seeking to inform and identify a newly assigned address. Please find the assigned physical address for the property described as follows effective October 30, 2019.

(PER TULSA COUNTY ASSESSOR DATA)

**ADDRESS ASSIGN:** 27 E NEEDLES AVENUE | PLUMMER'S STATION  
15 E NEEDLES AVENUE | SCALE HOUSE  
9 E NEEDLES AVENUE | GREENWOOD BUILDING

**ORIGINAL ADDRESS:** 24 E MCKENNON AVE N

**PARCEL:** 57825732403440

**LEGAL:** LT9 LESS BEG NWC LT9 TH E27.07 SE CRV LF 16.31 SW12.86  
NW POB & ALL LTS 1,2,3,4,5,7,10,11,12,13,14 & S105 LT 6 BLK  
12

**ACRES:** 1.13

**SUBDIVISION:** MIDLAND ADDITION

**STR:** SECTION: 24, TOWNSHIP: 17, RANGE: 13

**COUNTY:** Tulsa

**LOCATION:** East of Memorial | South of E. 151<sup>st</sup> St. at the intersection of  
Montgomery and Needles (Historic Society Property)

**ZONING:** IL | Industrial Light

If you have any questions or need additional information, please do not hesitate to contact me at (918) 366-0427 or [mhilton@bixbyok.gov](mailto:mhilton@bixbyok.gov).

Very Truly,

A handwritten signature in blue ink that reads "Marcae' D. Hilton".

Marcae' Hilton  
City Planner

Copy: CITY STAFF:  
Jared Cottle, City Manager

Jason Mohler, Development Services Director  
Phil Frazier, Interim City Attorney  
Donna Crawford, Bixby Community Development Coordinator  
Mike Butler, Fire Marshal  
Yvonne Adams, City Clerk



## Attachment J



## SERVICE PROPOSAL

Showroom: 511 W. Aquarium Pl. - P.O. Box 84, Jenks, OK 74037-0084  
Office: 918-528-6230 Fax: 918-296-7056

|            |            |
|------------|------------|
| Proposal:  | Andersen   |
| Sheet No.: | 100 Series |
| Date:      | 2-4-2021   |

### PROPOSAL SUBMITTED TO:

Name: Victoria Oltmann  
Address: Plummers Station  
City, State: Bixby, Ok  
Phone No. 918-633-1407

### WORK TO BE PERFORMED AT:

Address: Same  
City, State:  
Date of Plans:  
Email: [voltmann@blueskytechok.com](mailto:voltmann@blueskytechok.com)

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Remove & haul off existing windows. Replace with 17 Andersen 100 Series Windows (see window schedule & other important information on page 2 of this proposal) – White Color – Simulated Divided Lites to match photo – LowE Smartsun and Argon – Half Screens on Single Hung, Full Screens on Casements. We will rebuild the exteriors with Composite Sills and Brickmold, no painting included.

All windows to be insulated and caulked (Solar Seal exterior/acrylic caulk interior). **Lead safe renovations, painting, and re-wiring of alarm contacts are not covered by this contract. ONCE AN ORDER HAS GONE INTO PRODUCTION, IT CANNOT BE CANCELLED, CHANGED OR RETURNED.**

20 Year Warranty provided by Andersen Windows. Warranty on workmanship provided by Windows by Jeff.

Cash price. Lead safe renovations may be required for homes built prior to 1978 (to be determined if you contract with Windows by Jeff). X (Initials)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

**\*\*Twenty-one Thousand Two Hundred Fifty and 00/100\*\*** Dollars (\$**21250.00\***)

cash with down payment of 50% due upon signing of contract and balance due upon satisfactory completion of job.

### OPTIONS:

Discounted Total if Paid by Cash/Check, Respectfully submitted by:

**\$20400.00**

For Windows by Jeff, Inc.

In the rare circumstance that previously undetected material deterioration or a structural deficiency is found (such as, 2<sup>nd</sup> story areas, hidden rot, missing supports, or EFIS issues, etc.), Windows by Jeff will fully explain the circumstances and any additional cost. Any changes to this proposal must be in writing & signed by the homeowner giving approval of any changes in work or costs outside the parameters of this proposal. Windows by Jeff assumes no responsibility as to EFIS exteriors. Note: This proposal may be withdrawn by us if not accepted within 30 days.

### ACCEPTANCE OF CONTRACT

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

YEAR HOUSE BUILT \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NOTICE TO OWNER: YOU ARE HEREBY NOTIFIED THAT ANY PERSON PERFORMING LABOR ON YOUR PROPERTY OR FURNISHING MATERIALS FOR THE CONSTRUCTION, REPAIR, OR IMPROVEMENT OF YOUR PROPERTY WILL BE ENTITLED TO A LIEN AGAINST YOUR PROPERTY IF HE IS NOT PAID IN FULL. EVEN THOUGH YOU MAY HAVE PAID THE FULL CONTRACT PRICE TO YOUR CONTRACTOR. THIS COULD RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE. THIS LIEN CAN BE ENFORCED BY THE SALE OF YOUR PROPERTY. TO AVOID THIS RESULT, YOU MAY DEMAND FROM YOUR CONTRACTOR LIEN WAIVERS FROM ALL PERSONS PERFORMING LABOR OR FURNISHING MATERIALS FOR THE WORK ON YOUR PROPERTY. YOU MAY WITHHOLD PAYMENT TO THE CONTRACTOR IN THE AMOUNT OF ANY UNPAID CLAIMS FOR LABOR OR MATERIALS. YOU ALSO HAVE THE RIGHT TO DEMAND FROM YOUR CONTRACTOR A COMPLETE LIST OF ALL LABORERS AND MATERIAL SUPPLIERS UNDER YOUR CONTRACT, AND THE RIGHT TO DETERMINE FROM THEM IF THEY HAVE BEEN PAID FOR LABOR PERFORMED AND MATERIALS FURNISHED. LIEN RELEASE PROVIDED UPON REQUEST AND UPON FULFILLMENT OF PAYMENTS TO WINDOWS BY JEFF.

See page 2 below

6. You have contracted with the best in town when you use Windows by Jeff. We understand this can be a stressful experience for you, but we have many, many satisfied customers and rest assured we will do our very best for you, too. Relax, let the guys do their job, feel free to ask questions & when it's all finished, if there is anything we have missed, please let us know. We will be glad to tie up any loose ends at that time.

\_\_\_\_\_ (Initials)



## RENOVATIONS BY HELMS, INC

GRADUATE MASTER BUILDER • CERTIFIED GRADUATE REMODELER  
CERTIFIED GREEN PROFESSIONAL • CERTIFIED AGING IN PLACE SPECIALIST  
CHEROKEE NATION & MUSCOGEE (CREEK) NATION TERO CERTIFIED  
OSAGE NATION CERTIFIED INDIAN CONTRACTOR

### Bixby Historical Society Proposal & Specifications-18-03-187-2

March 21, 2021

Project Manager: Barry Helms, CGR GMB CGP CAPS  
email: rbhbarry@olp.net

Bixby Historical Society  
24 East McKennon Avenue North  
Bixby, OK 74008  
Victoria Oltmann  
(M) (918) 633-1407  
Email: voltmann@blueskytechok.com

Contact:  
Richard Oltmann  
(M) (918) 284-9598  
Email: roltmann@blueskytechok.com

Victoria  
Victoria

### PLUMMER'S STATION

#### Replace (3) Three Exterior Doors

**\$11,300**

Pre-Hung Metal Insulated Door Unit  
Glass Insert  
Mill Finish Threshold, Hinges  
Weatherstripping  
Reset Deadbolt/Lockset  
6-9/16" Composite Jamb (Moisture Deterioration Resistant)  
Hardware Deadbolt Lockset

#### 01 GENERAL CONDITIONS

Supervision  
Material Delivery  
Protect Finished Surfaces  
General Liability Insurance  
Worker's Compensation Insurance

#### 02 DEMOLITION / REMOVAL

Remove Plywood  
Frame Opening for Door Units  
Frame Material  
Finish Clean-up  
Debris Removal / Clean-up

#### 12 FINISHES

Paint Door Casing  
Paint Door Jamb - Interior  
Paint Door - Interior  
Paint Exterior Trim  
Paint Door Jamb - Exterior  
Paint Door - Exterior  
Touch-Up

# MASONRY PROPOSAL

DATE: 11/17/20

**Timothy Moore**

10209 E. 209<sup>th</sup> St. S.

Bixby, OK 74008

(918) 261-6732

**To:** Bixby Historical Society

24 E. McKennon Ave.

Bixby, OK 74008

**Work Address:** Plummer Station

Bixby, OK 74008

**Contact:** Jerry Farrar, Trustee Chairman (Bixby Historical Society)

---

**Description:** Observed decayed and missing mortar, loose bricks, missing bricks, old ineffective caulk in some of the joints, missing head joints and a shifting column.

**Recommend:** Power washing to clean exterior, fabricating missing brick to match existing brick if possible, resetting loose brick, tuck-pointing holes and areas where mortar is heavily decayed and missing, and spraying water repellent on exterior after masonry work is complete.

**Note:** I recommend this work take place in the near future due to mortar loss and mortar integrity being poor. The east brick column, holding the drive-thru covering, has shifted enough the top of the column cannot be straightened.

**Materials, labor and clean-up:**

\$ 8,000.00

**Terms:** 25% (\$2,000.) upon acceptance, 25% (\$2,000.) 50% complete, 50% (\$4,000.) full completion.

**Schedule:** Weather conditions and ongoing projects will impact schedule. Subject to weather conditions (freezing temperatures and rain) work will be completed within 4 weeks following acceptance.

Thank you!



## RENOVATIONS BY HELMS, INC

GRADUATE MASTER BUILDER • CERTIFIED GRADUATE REMODELER  
CERTIFIED GREEN PROFESSIONAL • CERTIFIED AGING IN PLACE SPECIALIST  
CHEROKEE NATION & MUSCOGEE (CREEK) NATION TERO CERTIFIED  
OSAGE NATION CERTIFIED INDIAN CONTRACTOR

**Bixby Historical Society**  
**Proposal & Specifications-18-03-187-3**

Bixby Historical Society  
24 East McKennon Avenue North  
Bixby, OK 74008  
Victoria Oltmann  
(M) (918) 633-1407  
Email: [voltmann@blueskytechok.com](mailto:voltmann@blueskytechok.com)

Victoria  
Victoria

Contact:  
Richard Oltmann  
(M) (918) 284-9598  
Email: [roltmann@blueskytechok.com](mailto:roltmann@blueskytechok.com)

March 21, 2021  
Project Manager: Barry Helms, CGR GMB CGP CAPS  
email: [rbhbarry@olp.net](mailto:rbhbarry@olp.net)

### PLUMMER'S STATION

|                                       |          |                 |
|---------------------------------------|----------|-----------------|
| <b>Replace Concrete Drive-Through</b> | 1,200 sf | <b>\$19,200</b> |
| Steel Reinforced Concrete             |          |                 |
| Remove existing Concrete              |          |                 |

Supervision  
Material Delivery  
General Liability Insurance  
Worker's Compensation Insurance  
Finish Clean-up  
Debris Removal / Clean-up

## Attachment K



WINDBYJ-01

KCASEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2020

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<br>RCI Insurance Group<br>PO Box 1185<br>Claremore, OK 74018   | CONTACT NAME: Kerry Casey                  |        |
|                                                                         | PHONE (A/C, No, Ext): FAX (A/C, No):       |        |
|                                                                         | E-MAIL ADDRESS: kcasey@rci-insurance.com   |        |
| INSURED<br><br>Windows by Jeff LLC<br>PO Box 84<br>Jenks, OK 74037-0084 | INSURER(S) AFFORDING COVERAGE              | NAIC # |
|                                                                         | INSURER A: The Travelers Insurance Company | 01899  |
|                                                                         | INSURER B: Travelers Casualty Insurance    | 19046  |
|                                                                         | INSURER C: Travelers Property & Casualty   | 25674  |
|                                                                         | INSURER D: The Standard Fire Insurance Co  | 19070  |
|                                                                         | INSURER E:                                 |        |
|                                                                         | INSURER F:                                 |        |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

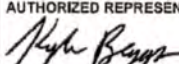
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/>     | 6800N630313   | 1/1/2021                | 1/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/>     | BA0N630915    | 1/1/2021                | 1/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                  |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 5,000                                                                   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/>     | CUP0N631045   | 1/1/2021                | 1/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                     |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | <input type="checkbox"/> Y/N        | <input checked="" type="checkbox"/> N/A | UB0N630595    | 1/1/2021                | 1/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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

## CANCELLATION

|             |                                                                                                                                                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| INFORMATION | 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<br>                                               |



RENOBYH-01

JCOUEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/25/2021

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.

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|                                                                                                                       |                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER License # 100101891<br>Hub International Mid-America<br>6100 S. Yale Avenue<br>Suite 1900<br>Tulsa, OK 74136 | CONTACT NAME: Jacob Couey<br>PHONE (A/C, No, Ext): (918) 359-6165<br>FAX (A/C, No):<br>E-MAIL ADDRESS: jacob.couey@hubinternational.com                                                                                                              |
| INSURED<br><br>Renovations By Helms Inc<br>17 E Dawes Ave<br>Bixby, OK 74008-4414                                     | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Mid-Continent Casualty Company NAIC # 23418<br>INSURER B: Grain Dealers Mutual Insurance Company 22098<br>INSURER C: CompSource Mutual Insurance Company 36188<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## 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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                             |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                    | 04GL001040514 | 6/1/2020                | 6/1/2021                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/PIOP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                              |                    | B1P1221E      | 10/29/2020              | 10/29/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                    |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                           |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | N/A                | 03055625201   | 7/1/2020                | 7/1/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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

## 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

ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2021

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|                                  |  |                                                |                       |
|----------------------------------|--|------------------------------------------------|-----------------------|
| <b>PRODUCER</b>                  |  | <b>CONTACT NAME:</b> Josh Turpin               |                       |
| Hometown Insurance Agency        |  | <b>PHONE (A/C, No, Ext):</b> 9183669999        | <b>FAX (A/C, No):</b> |
| 8282 S. Memorial Drive Suite 100 |  | <b>E-MAIL ADDRESS:</b> josh@hometown.agency    |                       |
| Tulsa                            |  | <b>INSURER(S) AFFORDING COVERAGE</b>           |                       |
| OK 74133                         |  | <b>INSURER A:</b> TRAVELERS CAS INS CO OF AMER |                       |
|                                  |  | <b>NAIC #</b>                                  |                       |
|                                  |  | 19046                                          |                       |
| <b>INSURED</b>                   |  | <b>INSURER B:</b>                              |                       |
| Timothy Moore                    |  | <b>INSURER C:</b>                              |                       |
| 10209 E 209th St                 |  | <b>INSURER D:</b>                              |                       |
|                                  |  | <b>INSURER E:</b>                              |                       |
| Bixby                            |  | <b>INSURER F:</b>                              |                       |
| OK 74008                         |  |                                                |                       |

**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 SUBR INSD WVD                                               | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|----------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                   |                                                                  | 6804B890569   | 03/15/2021              | 03/15/2022              | EACH OCCURRENCE \$ 500,000                                           |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                     | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000             |               |                         |                         |                                                                      |
|          |                                                                                                                                    | MED EXP (Any one person) \$ 5,000                                |               |                         |                         |                                                                      |
|          |                                                                                                                                    | PERSONAL & ADV INJURY \$ 500,000                                 |               |                         |                         |                                                                      |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                                 |                                                                  |               |                         |                         | GENERAL AGGREGATE \$ 1,000,000                                       |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                          |                                                                  |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 1,000,000                                  |
|          | OTHER:                                                                                                                             |                                                                  |               |                         |                         | \$                                                                   |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                                                        |                                                                  |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO                                                                                                  |                                                                  |               |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input type="checkbox"/> OWNED AUTOS ONLY                                                                                          | <input type="checkbox"/> SCHEDULED AUTOS                         |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input type="checkbox"/> HIRED AUTOS ONLY                                                                                          | <input type="checkbox"/> NON-OWNED AUTOS ONLY                    |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          | <input type="checkbox"/> UMBRELLA LIAB                                                                                             | <input type="checkbox"/> OCCUR                                   |               |                         |                         | \$                                                                   |
|          | <input type="checkbox"/> EXCESS LIAB                                                                                               | <input type="checkbox"/> CLAIMS-MADE                             |               |                         |                         | EACH OCCURRENCE \$                                                   |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                 |                                                                  |               |                         |                         | AGGREGATE \$                                                         |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                               |                                                                  |               |                         |                         | \$                                                                   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A           |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          |                                                                                                                                    |                                                                  |               |                         |                         | E.L. EACH ACCIDENT \$                                                |
|          |                                                                                                                                    |                                                                  |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                        |
|          |                                                                                                                                    |                                                                  |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |

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

**CERTIFICATE HOLDER****CANCELLATION**

|                          |                                                                                                                                                                |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bixby Historical Society | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| PO Box 1046              | AUTHORIZED REPRESENTATIVE                                                                                                                                      |
| Bixby OK 74008           | Josh Turpin                                                                                                                                                    |

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## REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Agreement with Precision Project Management, Inc. for development of the Flats @ 151<sup>st</sup>, based on the response to the Privett Addition Request for Proposal.

INITIATOR:

Jared Cottle

STAFF INFORMATION SOURCE:

Phil Frazier

BACKGROUND: Pursuant to the Proposal submitted by Precision Project Management, Inc. on January 19, 2021 and based on direction from the Council at the February 8, 2021 Regular Meeting, Staff and the City Attorney have prepared an Agreement for consideration.

EXHIBITS: Real Estate Purchase and Economic Development Agreement with Precision Management, Inc.

KEY ISSUE: Real Estate Purchase and Economic Development Agreement with Precision Management, Inc.

COUNCIL ACTION: Approve Real Estate Purchase and Economic Development Agreement with Precision Management, Inc.

RECOMMENDATION: Approve Real Estate Purchase and Economic Development Agreement with Precision Management, Inc.

ITEM NO: \_\_\_\_\_

MEETING DATE: 04-26-2021

MEETING: Council

**REAL ESTATE PURCHASE  
AND  
ECONOMIC REDEVELOPMENT AGREEMENT**

This Agreement is entered into by and between the **City of Bixby**, Oklahoma, a municipal corporation ("**City**"), Post Office Box 70, 116 West Needles Avenue, Bixby, Oklahoma, 74008-0070 and **Precision Project Management Inc.**, an Oklahoma corporation, 9128 S. Braden Ave., Tulsa, OK 74137 ("**Company**").

**RECITALS**

A. In the year 2007, the City purchased properties in Blocks 1, 2 and 3, Privett Addition to the City of Bixby, for the construction, reconstruction, improvement, repair and widening of East 151<sup>st</sup> Street from North Riverview Drive, on the east, to Montgomery Street on the west, which also include stormwater drainage improvements.

B. In the year 2010, the properties purchased in the Privett Addition were divided and southern portions of the lots contained in Blocks 1, 2 and 3, Privett Addition were conveyed to Tulsa County for use as expanded right-of-way to East 151<sup>st</sup> Street, leaving the remainder titled in the City of Bixby.

C. In the year 2012, the City solicited a Request for Proposals for the Development of Surplus Real Property Blocks 1, 2, & 3, Privett Addition and received none.

D. Now, the Company has submitted its proposal that, in return for title to the properties owned by the City in Blocks 1, 2, and 3, Privett Addition (the "Properties"), more particularly described on the attached Exhibit A, Legal Description, it will redevelop them as residential townhouse dwellings and will install public street, park and stormwater infrastructure improvements that are equal to or greater in value than the value of the land.

E. The City, by approval of this Agreement, finds that it is necessary to protect the health, life, property, and financial viability of the City, as well as the lives, health, and property of its inhabitants and that it is consistent with the Bixby City Charter, the Constitution of Oklahoma, or the general laws enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Company agree as follows:

1. Recitals and Findings. The parties hereby incorporate the recitals and findings as set forth above in this Agreement.

2. Consideration from Company.

(a) Construction of Privately Finance Public Improvements. Company agrees to install public street right-of-way, park and stormwater infrastructure improvements

identified in Section 4 of this Agreement, that shall be equal to or greater in value than the value of the land conveyed by the City to the Company, pursuant to this Agreement.

(b) Townhouse Redevelopment. Company agrees that it shall redevelop properties in Blocks 1, 2, and 3, Privett Addition, now owned by the City and conveyed to Company, consistent with its proposal, as detailed in this Agreement and consistent with the zoning laws and other ordinances and regulations of the City of Bixby.

3. Consideration from the City.

(a) Rezoning. After entering into this Agreement, the City shall, in cooperation with the Company, submit and process, at its own expense, through its Planning Commission and City Council, a rezoning of the Properties to a RT (Residential Townhouse District) classification. Provided that should Company be required or elect to submit its project as a Planned Unit Development (PUD), it shall pursue that rezoning and platting at its own expense, except that fees required for such a PUD shall be waived by the City. Provided further that should the Company not obtain the necessary rezonings, this Agreement shall be null and void, with no further obligation or liability to Company or the City.

(b) Acceptance of Infrastructure – Conveyance of Title. Upon Company's completion of public street right-of-way, park and stormwater infrastructure improvements required by pursuant to this Agreement and acceptance by the City Council, the City shall simultaneously execute a Special Warranty Deed, to the Company, conveying title to the Properties, more particularly described on the attached Exhibit A.

4. Privately Finance Public Improvement (PFPI) Requirements. Company, as consideration to the City shall privately finance:

(a) Paving improvements to Washington Street right-of-way, between North Riverview Drive right-of-way and Montgomery Street right-of-way lines. Paving improvements shall include, at a minimum, a two inch (2") cold mill of existing asphalt and a two inch (2") Type "C" asphalt overlay.

(b) Concrete curb and gutter, constructed in place, within the south right-of-way of Washington Street between North Riverview Drive right-of-way and Montgomery Street right-of-way lines.

(c) Storm sewer extensions, including right-of-way clearing and restoration, excavation and backfill, reinforced concrete (RCP) pipe, inlets and junctions.

(d) Public pocket park ("Park") constructed within the closed portion of North Parker Street right-of-way from East McKennon Avenue to East 151<sup>st</sup> Street, between Blocks 1 and 2, Midland Addition to the City of Bixby. The Company's Scope of Work shall include: demolition, grading (including fill), asphalt repair, asphalt treatment,

concrete pavement, planters, min. of ten (10) trees including those installed in planters and sod.

These privately financed public improvements shall be constructed in substantial compliance with the engineer's estimate and aerial diagrams submitted by the Company with its proposal and attached to this Agreement as Exhibit B, PFPI Improvements, Exhibit C, Engineers Estimate for PFPI Improvements, and Exhibit D, Park Concept. In addition, these PFPI improvements shall be completed in compliance with the City's Engineering Design Manual for Street, Pavement, Waterworks, Water Supply, Sanitary Sewer and Storm Sewer System Design Criteria; Bixby City Code, Title 12, Chapter 7, "Privately Finance Public Improvements", Chapter 9, "Improvement Standards", Chapter 10, "Storm Drainage, Detention and Earth Change"; and Chapter 11, "Engineering, Inspections and Release of Maintenance Bond".

All PFPI improvements required pursuant to this Agreement shall be completed by Company and submitted for inspection and acceptance by the City no later than nine (9) months after this Agreement is executed by the City. This completion date may be extended by written agreement between the parties at any time prior to its expiration. If Company fails to complete all PFPI improvements no later than nine (9) months after this Agreement is executed or any later date agreed to in writing, the City may terminate this Agreement by giving written notice to the Company and the City shall have no further obligation or liability to Company pursuant to this Agreement.

5. Acceptance of Infrastructure and Conveyance of Title. The City's Director of Public Works shall determine when the work or any portion of the work on Company's public improvements are complete and recommend its acceptance to the City Council. No work or any portion of the work shall be considered finally accepted until it is completed and formally accepted by the City Council after the final inspection is made by the Director. Failure or neglect on the part of the Director or any agent or employee of the City, to reject inferior work or material shall not be construed to imply acceptance of any such work or materials, if such inferior work or materials may become evident at any time prior to final acceptance by the City or prior to the expiration of the Company's two (2) year maintenance bond. No later than thirty (30) days after City's final inspection and recommendation of acceptance, acceptance of Company's PFPI improvements shall be presented to the City Council for its approval and, immediately after acceptance, the City Council shall approve and execute a Special Warranty Deed conveying title to the Properties to Company. The City Council's acceptance of Company's PFPI improvements shall not be unreasonably withheld or delayed.

6. Townhouse Redevelopment-Time is of the Essence. After conveyance of title to the Properties from the City to Company, subject to acts of God, unforeseeable economic or financial forces, or regulatory restrictions, making Company's Townhouse Redevelopment proposal unreasonably impractical or unfeasible, Company agrees that time is of the essence for completion of Company's Townhouse Redevelopment of the Properties. Regardless, Company shall make its best efforts to complete redevelopment of, at a minimum, at least one block of Blocks 1, 2, and 3, Privett Addition, within one year of receiving title to the Properties. This redevelopment shall be

constructed in substantial compliance with the conceptual drawings attached to this Agreement as Exhibit E, Bixby Urban Development conceptual drawings.

7. Miscellaneous.

(a) Each individual and entity executing this Agreement represents and warrants that they have the capacity set forth on the signature page(s), with full power and authority to bind the party on whose behalf they are executing this Agreement.

(b) This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

(c) 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. No waiver by any party of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.

(d) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(e) This Agreement may be executed in 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.

(f) 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 reputable and responsible overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

**To the City:**

City of Bixby, Oklahoma  
c/o City Manager  
Post Office Box 70  
116 West Needles Avenue  
Bixby, Oklahoma 74008-0070  
Telephone: (918) 366-4430  
Facsimile: (918) 366-6373

**To the Company:**

Daniel Ruhl  
9128 S. Braden Ave.,  
Tulsa, OK 74137  
Telephone: (918) 970-6102

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) business day after deposit with the overnight delivery service, or three (3) days after being placed in the U.S. Mail, if mailed.

(h) 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.

(i) The making, execution and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties or agreements other than those expressly set forth in this Agreement.

(j) 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, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been included and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

(k) The language in all parts of this Agreement shall be in all cases construed simply according to its plain meaning and not strictly for or against any of the parties. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision.

(l) 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" are to paragraphs of this Agreement, unless otherwise specifically provided.

(m) Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by either party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.

(n) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be deemed or construed to make the parties 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 in this Agreement.

(o) It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings shall be in any Tulsa County, in the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates reflected below.

“COMPANY”

\_\_\_\_\_  
\_\_\_\_\_  
an Oklahoma corporation

By: \_\_\_\_\_  
\_\_\_\_\_, President

Date: \_\_\_\_\_

“CITY”

**THE CITY OF BIXBY, OKLAHOMA**  
a municipal corporation

By: \_\_\_\_\_  
Jared Cottle, City Manager

Date: \_\_\_\_\_

Contract approved by the Bixby City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

By: \_\_\_\_\_  
Yvonne Adams, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

## REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Economic Development Agreement with Kevin and Amy Smith for producing a Summer Concert Series in Downtown Bixby.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Phil Frazier

BACKGROUND: With the recent interest and investment in Downtown and the renewed business and social activities, Staff proposes to introduce a full summer slate of concerts at the Charley Young Event Park for both Public enjoyment and as an attraction for outside visitors to the renovated Downtown River District. Staff and the City Attorney have prepared an Agreement for consideration.

EXHIBITS: Economic Development Agreement for Downtown Summer Concert Series

KEY ISSUE: Economic Development Agreement for Downtown Summer Concert Series

COUNCIL ACTION: Approve Economic Development Agreement for Downtown Summer Concert Series

RECOMMENDATION: Approve Economic Development Agreement for Downtown Summer Concert Series

ITEM NO: \_\_\_\_\_

MEETING DATE: 04-26-2021

MEETING: Council

**2021 PROMOTIONAL LICENSE  
BETWEEN  
KEVIN & AMY SMITH AND THE CITY OF BIXBY**

This AGREEMENT is made on the **26<sup>th</sup>** day of **April** in the year 2021, between the CITY OF BIXBY, OKLAHOMA (CITY), and KEVIN & AMY SMITH ("OPERATOR"), in an effort to facilitate economic development in the CITY by providing musical performances for the benefit of both businesses and citizens in Downtown Bixby, subject to the terms and conditions specified in this Agreement.

WHEREAS, the CITY is the owner of public property that has been designated as the Charley Young Event Park and is legally described as portions of Lots 5 through 26, Block 26, Midland Addition, Bixby, Oklahoma ("Property"); and

WHEREAS the City recognizes this Property will be utilized as an outdoor concert venue to provide musical performances for the benefit of the health, safety and welfare of the residents of City of Bixby;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, CITY and the OPERATOR agree as follows:

1. The CITY hereby grants the right and privilege to the OPERATOR to use the Property as provided in this Agreement.
2. This Agreement term shall take effect **June 1, 2021** and end **August 31, 2021** and shall consist of thirteen (13) weeks and a minimum of fifteen (15) individual concerts to be held on Saturdays and/or Sundays.
3. OPERATOR shall book, promote, produce, and provide consulting as needed for all musical performances to be held at the Charley Young Event Park.
4. OPERATOR shall solicit sponsorships for each event and shall apply all sponsorship proceeds toward CITY costs associated with this Agreement, as outline in Paragraph 18 below.
5. OPERATOR shall not make any changes to any structures or any permanent improvements to the Property without first receiving written permission of the CITY.
6. It is understood that it is in the public interest that the activities associated with the concerts would be limited to such a number and otherwise regulated by OPERATOR as to insure the public health, safety and welfare during the events and to maintain high standards of quality for the use and benefit of the citizens of Bixby.
7. It is agreed that the Property is to be used by the OPERATOR for the purposes of musical performances associated service amenities. Any other use of the Property must be approved by the CITY.

It is further under stood that the OPERATOR will be responsible for all necessary permits associated with staging a concert along with any associated service amenities.

5. OPERATOR shall not assign this Agreement, or any interest herein, or subject any portion of the Property without the prior written consent of the CITY.

6. OPERATOR shall indemnify and hold the city harmless from all claims, suits, actions or judgements, including but not limited to all expenses, attorney's fees, witness fees and all other cost of defending any such action or claim or appeals therefrom, arising out of any defect of the premises or from the maintenance or operation of the Property by the OPERATOR, its agent, servants or employees or its invitees or associated supportive service activities.
7. The OPERATOR, at their expense, shall keep in force, during the term of this Agreement, general liability insurance issued by an insurance company authorized to conduct business in the State of Oklahoma by the Oklahoma Insurance Commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the CITY, for the protection of the CITY and the OPERATOR against all liabilities, judgments, costs, damages and expenses that may accrue against, be charged to, or recovered from the CITY, on account of any matter or thing that may occur on the Property. Prior to installation or placement of improvements, OPERATOR will furnish the CITY a certificate of insurance evidencing general liability coverage for property damage and bodily injury, in a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and will name the CITY as additional insured.
8. The OPERATOR is authorized to install, place and maintain improvements within the Property during the term of the agreement, and such installation, placement and maintenance, as well as removal, of improvements within the Property shall be at the sole risk and expense of the OPERATOR. Furthermore, the CITY reserves the right to retain the ownership, use, occupancy or possession of any such improvements in place following the end of the term of the agreement and OPERATOR shall not have a claim against the CITY if the CITY exercises such right.
9. It is understood and agreed that the OPERATOR shall assume full responsibility for ensuring the protection of the Property. For purposes of this section, any damage, which may occur to the Property during the term of this agreement as a result of the OPERATOR's use of the Property will be the responsibility of the OPERATOR. There will be two (2) inspections of the Property by the OPERATOR and a CITY representative designated by the City Manager – one at the beginning of the term, to confirm current conditions of the facility, and one at the end of the term, to assure the facility is in good condition following the use of the Property. Any damage conditions will be repaired by OPERATOR prior to any consideration of contract renewal. This section specifically excludes normal wear and tear as determined by the CITY representative.
10. The OPERATOR will be responsible to collect the trash from the containers located within the Property. The CITY will provide the appropriate containers for the removal of the waste from the site. The CITY shall provide at no charge, solid waste collection, onsite toilets, water, and the sand material necessary for staging the rink.
11. The CITY shall provide electrical service and procure sound equipment at the CITY's expense, for concert operations and area lighting coordinated by the OPERATOR.
12. Before the expiration of the term of the agreement, OPERATOR shall dismantle and remove any improvements not retained by the CITY and shall clean up trash and debris. In the event that OPERATOR fails to fulfill these obligations in a timely manner, the CITY shall have the right to do or have done such work and recover the cost of such work from OPERATOR.

13. Security will be determined and provided by the OPERATOR for the daily operations, equipment, and supplies while located on the Property.
14. The OPERATOR shall have the right to prohibit anything within the Property that would endanger the patron's use of the Property. Further the Parties agree that the OPERATOR shall post the appropriate signs setting forth such prohibitions.
15. The OPERATOR agrees to provide the musical performances without discrimination as to race, religion, color, creed, sex or national origin. Under normal conditions, the OPERATOR will not conduct activities after 11:00pm daily.
16. The OPERATOR shall not make or suffer any use of occupancy of the Property contrary to any law, state statute or city ordinance currently in effect or hereafter adopted. At all times during concert events, the OPERATOR shall comply with all requests and requirements made by representatives for the CITY Manager, Chief of Police, Fire Chief, and other CITY representatives designated by the City Manager of the CITY with respect to security, surveillance and public safety, pedestrian matters, fire safety and all matters related thereto, and at all times the foregoing CITY officials and their designated agents shall be allowed to fully inspect the operation of the Property and associated service amenities.
17. This agreement shall only be amended in writing with the mutual consent of the OPERATOR and the CITY. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.
18. In consideration of the booking, promoting, producing, and consulting for the musical performances described above, the CITY shall:
  - a. Pay the operator a sum of four thousand three hundred eight-seven and one-half dollars (\$4,387.50) per month over four (4) months (\$1,350.00 per event) for a total of seventeen thousand five hundred fifty dollars (\$17,550.00).
  - b. Provide a budget a sum of four hundred (\$400) per week for a total of five thousand two hundred dollars (\$5,200.00) for direct contracting of Sound Engineering services, to be paid per event serviced.
  - c. Provide a budget totaling forty-five thousand dollars (\$45,000.00) for band performance fees.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement as of the day and year first above written.

Contract approved by the Bixby City Council on this **26<sup>th</sup>** day of April 2021.

By: \_\_\_\_\_  
Brian Guthrie, Mayor

**CITY:**

**BIXBY, OKLAHOMA**

By: \_\_\_\_\_  
Jared Cottle, City Manager

Date: \_\_\_\_\_

**OPERATOR:**

**Kevin & Amy Smith**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED:**

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

# **City of Bixby BPWA Meeting Minutes**

**City Hall Municipal Building  
116 W Needles, Bixby, OK 74008  
April 12, 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 April 9<sup>th</sup> on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 8:05 pm.

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

## **Members Present**

**Blair  
Girard  
Crawford  
Guthrie  
Easton**

## **Staff Present**

**Jared Cottle, City Manager  
Phil Frazier, City Attorney  
Charles Barns, Finance Dir.  
Andy Choate, Asst. Chief  
Bea Aamodt, PW Dir.  
John Wood, Park 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 03/22/21.
- b) Discuss and/or take action on Water Tap Application for Bryan Myers at 15178 E. 161<sup>st</sup> St S in Leonard, OK.
- c) Discuss and/or approve renewing contract with Dunn-Right Cleaning Service, Inc. to provide Janitorial Services for Dawes Building at cost of \$1,045/month.

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

Carried 5-0

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

No: None.

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

New Business

There being none.

Adjournment was called at 8:01 p.m.

---

MAYOR

ATTEST

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CITY CLERK

## CONSENT AGENDA ITEM COMMENTARY

**ITEM TITLE:** Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-21 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (BPWA portion).

**INITIATOR:** Charles Barnes

**STAFF INFO. SOURCE** Charles Barnes

**BACKGROUND:** Crawford and Associates has considerable familiarity with our financial operations, having prepared the FY-12 thru FY-20 Financial Statements for the City, and thus is well positioned to efficiently and cost-effectively prepare them for FY-21. The firm's knowledge of governmental accounting standards and municipal government provided the City with well-prepared financial statements and notes for our auditors to audit.

**EXHIBITS:** Contract

**KEY ISSUE:** Preparation of FY-21 Financial Statements for our auditors and accounting assistance as needed.

**COUNCIL ACTION:** Approve or deny

**RECOMMENDATION:** Approval

ITEM NO: Consent Agenda

MEETING DATE: 04/26/2021

MEETING: BPWA



April 13, 2021

Honorable Mayor and Members of the City Council  
City of Bixby  
PO Box 70  
Bixby, OK 74008-0070

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Bixby (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Bixby management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Bixby contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

#### **Scope of Services**

The scope of professional services that are available and can be provided to the City of Bixby are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

#### **Scope of Available Services**

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance
- The Performer Analysis

#### **Initial Services Requested**

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- The Performer Analysis

### **Services Related to the Preparation of Annual Financial Statements**

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Bixby, Oklahoma as of and for the year ended June 30, 2021. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

### ***Crawford & Associates' Responsibilities***

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA, and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

### ***Management Responsibilities***

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Bixby, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

**Other Requested and Available Services**

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

**Access to Working Papers and Reports**

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

**Fees and Costs**

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$255
- Shareholders \$170
- Consulting Senior Managers \$155
- Consulting Managers \$130
- Consulting Staff \$115
- Clerical Staff \$45

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. However, for purposes of purchase order preparation, we will initially estimate the range of fees for the requested services to be approximately \$45,000 - \$50,000. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed.

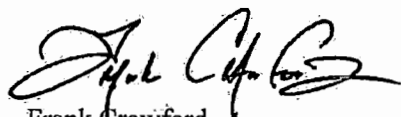
The term of this engagement is a period from July 1, 2021 through June 30, 2022. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

**Acceptance**

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Bixby.

Respectfully submitted and agreed to by,



Frank Crawford  
Crawford and Associates, P.C.

**Accepted and agreed to for the City of Bixby:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible action to enter into a contract with CBEW for the FY-21 audit for the second year of a three year commitment in the amount of \$9,200 (BPWA portion)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: FY-21 will be the second of a three year commitment by the accounting firm CBEW Professional Group, LLP for the City's annual audit. We have been pleased with the work they have performed, their knowledge of governmental auditing requirements and their professional staff.

EXHIBITS: Audit Letter

KEY ISSUE: Contract for the audit of the BPWA's financial statements.

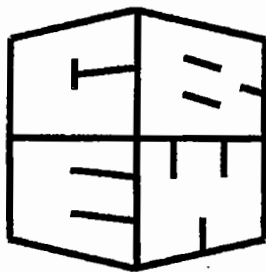
COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 4/26/2021

MEETING: BPWA



## **CBEW Professional Group, LLP**

Certified Public Accountants

P.O. Box 790

Cushing, OK 74023

918-225-4216 FAX 918-225-4315

Charles E. Crooks, Jr., CPA – Trisha J. Rieman, CPA – Gabrielle Conchola, CPA

April 20, 2021

Charles Barnes, CPA  
City Treasurer/Finance Director  
And those charged with Governance  
City of Bixby  
P.O. Box 70  
Bixby, OK 74008

RE: Financial and Compliance Audits for Fiscal Year Ending June 30, 2021 and subsequent years.

Thank you for allowing CBEW Professional Group, LLP to perform auditing services for your city. This letter sets forth our understanding of the arrangements to conduct an audit of your financial statements and outlines the nature and scope of the services we will provide to you.

### **Scope of Services**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Bixby (City) as of and for the fiscal year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison schedules, to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subject to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules and related footnotes.

### **Scope of Services (Continued)**

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1. Schedule of Expenditures of Federal Awards, if a Single Audit is applicable.
2. Combining and individual fund financial statements-Non-Major Governmental and Enterprise Funds.
3. Schedule of Debt Service Coverage Requirements.
4. Any other supplemental information requested by the City.

The funds and Public Trusts encompassed in the audit scope of services will include all of those activities defined as a part of the City in accordance with the guidelines of the National Council on Government Accounting (NCGA) and the Governmental Accounting Standards Board (GASB). Therefore, in addition to the City, the audit will present the financial activities of the Bixby Public Works Authority as a blended component unit within the basic financial statements of the City of Bixby. A separate audit report will not be issued for the Public Works Authority.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplemental information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Audit Objectives (Continued)**

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and, if applicable, the Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance, and will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

### **Audit Procedures—General (Continued)**

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney, if one has been consulted, as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements, schedule of expenditures of federal awards; federal award programs, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

### **Audit Procedures—Internal Controls (Continued)**

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of significant deficiencies, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control, such that there is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention to those charged with governance.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will provide any proposed adjusting entries to the City's management for review and acceptance as well as a list of immaterial audit differences not proposed for adjustment. We may prepare a separate management letter setting forth findings and recommendations relative to internal control, fiscal affairs and other observations noted during the course of the audit not required to be included in the reports required by *Government Auditing Standards* or the Uniform Guidance. We will also provide a post-audit review for interested personnel of your City to discuss your accounting procedures and recommend measures that might be employed to correct problems, if any, that we may have observed during the audit. Upon completion of the audit we will compile and file the Annual Survey of City and Town Finances (form SA&I 2643), described in Section 17-105.1 of the Oklahoma Statutes.

## **Other Services**

We will submit a copy of the audit to the Oklahoma State Auditor and Inspector (with the required \$100 fee). Further, we will be available to answer questions throughout the year as part of the audit engagement.

## **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others.

### **Management Responsibilities (Continued)**

In addition, you are also responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to release of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon and/or make the audited financial statements readily available to users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written management representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretation underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management is responsible for establishing and maintaining a process of tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objective discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Management Responsibilities (Continued)**

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, MD&A, other supplemental information and related notes, and any other nonaudit services we provide. We understand that your consultants, Crawford and Associates, P.C., will draft the financial statements and related notes, schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance, other supplementary information and assist in drafting the MD&A. Even though your consulting CPA firm prepares your financial statements and related notes in conformity with generally accepted accounting principles in the United States of America, the responsibility for the financial statements and related information remains with you. We may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for review the entries and understanding the nature of any propose entries and the impact they may have on the financial statements.

You will be required to acknowledge in the management representation letter your approval of the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any nonaudit services we provide by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Administration, Fees, and Other**

We will perform these services as expeditiously as possible in order to meet the time requirements of the engagement. Chuck Crooks is the engagement partner and is responsible for supervising the engagement. We expect to begin our fieldwork in October/November following Crawford & Associates completion of their work. We expect to deliver 25 copies of signed audit opinions and related reports not later than December 15, 2021 (preferably at least one week prior to the Council meeting) and present the audit report to the City Council at its December meeting. The auditors' report and SA&I Form 2643 should be filed with the State Auditors & Inspector's office before December 31, 2021. It is understood that Crawford & Associates will prepare necessary end of year adjusting entries, convert the accounting records from a modified cash basis to GAAP, prepare working trial balances, and provide back-up documentation for the auditor. Additionally, Crawford & Associates and your accounting personnel would be available to answer questions and to provide assistance in locating records and any documents selected by us for testing, and to prepare schedules and analyses as may be necessary. A list of such schedules will be furnished to you shortly before or after we begin the engagement.

### **Administration, Fees, and Other (Continued)**

Our fee for the services set forth in this letter is detailed in Exhibit 1 attached to this engagement letter and is based upon the value of the services rendered (rates determined by the nature of the services and the degree of skill required by our personnel). Every effort will be taken to keep that fee to a minimum consistent with the requirements of the engagement.

This engagement does not include any services not specifically stated in this letter. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Additional fees may be incurred in performing the audit if information is not available when requested such as repeated attempts to obtain information previously requested and not remitted timely causing us to be unable to complete our work as scheduled. Other matters that may result in additional fees is time expended in reconciling significant differences in the accounting records, or time expended in making reclassification and adjustments to accounting information to properly report applicable accounting categories in the financial statements as a result of errors, mispostings and related adjustments. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoice for these services will be rendered upon completion of the audit and is payable upon presentation.

If there is a change in scope of audit work requested by the City or if you request that we perform additional services not contemplated by this engagement letter, we will discuss those requirements with you and arrive at fee for those services before we begin. If authorized by the City, an amendment to the engagement letter, a separate engagement letter or other memorandum may be prepared to document such agreement. However, in the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Additional services, when requested, will be performed by the competent individuals with a rate most beneficial to the City based on the particular circumstances. Additional services of a significant nature, which you may request, will be billed separately.

Examples of significant changes in audit scope include, but are not limited to, the following:

- Assistance with the annual budgetary process (to the extent allowed by GAO independence rules)
- Addition of new Authorities or other component units to the audit scope
- Creation of significant new funds or activities to audit

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings, if the engagement is subject to the Uniform Guidance. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan, if applicable) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification of the reporting package.

### **Administration, Fees, and Other (Continued)**

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

In some cases you may be required to submit a separate corrective action plan. If other pass-through entities need copies of the reporting package and/or auditors' report management is responsible for seeing that such entities receive the required information; however, we may submit those copies at your request. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

#### *Our Privacy Policy—Your Privacy is Important to Us*

Preserving your trust is a core value of our practice and the accounting profession. CBEW Professional Group, LLP recognizes that you expect us to protect the information you provide to us and to use it responsibly. We highly value your trust and confidence in us, and we want to assure you that any personal information obtained during our audit is kept confidential and secure. We are strongly committed to fulfilling the trust that is the foundation of your expectations.

We follow standard industry practices to actively protect the confidentiality, security, and integrity of your information. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We also maintain physical, electronic, and procedural safeguards that comply with our professional standards. In so doing, we restrict access to your personal information to those employees who need to know that information to provide services to you. Additionally, our employees are bound by strict internal confidentiality policies.

The audit documentation (working papers) for this engagement is the property of CBEW Professional Group, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain documentation available to a Federal or State agency providing direct or indirect funding or its designee or to the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of our personnel.

Furthermore, upon request, we may provide photocopies of selected documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. In addition, the audit documentation may be made available to the City of Bixby and auditors or entities of which the City is a recipient or sub-recipient of grant funds. We will also respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance upon your written authorization.

**Administration, Fees, and Other (Continued)**

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying any audit documentation.

In the event we are requested or authorized by you or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement, you will, so long as we are not part to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Our firm, as well as other accounting firms, participates in the AICPA's peer review program covering our audit and accounting practice. This is also a requirement of *Government Auditing Standards*. Under this program, our system of quality control is subjected to a peer review by a team of certified public accountants approved by the state administering entity. As part of this peer review, the team will review a sample of our work. It is possible that the work performed for you may be selected for their review. If it is, the peer review team is bound by professional standards to keep all information confidential.

*Government Auditing Standards* (Yellow Book) require that we provide you with a copy of our most recent external peer review report. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and are confident that CBEW Professional Group, LLP can meet your current and ongoing needs. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
**CBEW PROFESSIONAL GROUP, LLP**  
**Certified Public Accountants**

*Chuck E. Crooks*

Chuck E. Crooks, CPA  
Partner and Audit Coordinator

**ACKNOWLEDGMENT:**

The foregoing letter fully describes the services required and is accepted by us.

"CITY"

**THE CITY OF BIXBY, OKLAHOMA,**  
a municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

Contract amount approved by the Bixby City Council on this \_\_\_\_ day of \_\_\_\_\_  
2021.

By: \_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

## AUDIT FEES

Our estimate of fees as calculated below represents the maximum amount of fees to be charged annually based on the scope of services set forth in the engagement letter, which is made a part of the audit fee consideration and this cost information.

Our fees are based on hourly rates by personnel as follows:

|                                                   |                             |
|---------------------------------------------------|-----------------------------|
| Partners (CPA's)                                  | \$ 215.00 per hour          |
| Staff Accountants (CPA's and Degreed Accountants) | \$ 95.00 to 115.00 per hour |
| Clerical Staff (Non-Degreed)                      | \$ 40.00 to 50.00 per hour  |

We will provide management support throughout the year on financial matters and other consulting services as needed at the above rates. Because of the expertise needed to assist management on financial matters during the year it is anticipated that partner level assistance would normally be necessary, however, additional services, when requested, would be performed by the competent individuals with a rate most beneficial to the City in the circumstances.

1. Conduct annual audits of the financial statements of the City of Bixby and its component units in conformity with AICPA Standards, *Governmental Auditing Standards*, and continuing requirements of GASB standards. The fee also includes preparation of the Management letter and SA&I Form 2643.

|                                             |              |
|---------------------------------------------|--------------|
| 132 hours estimated @ \$125.00 average rate | \$ 16,500.00 |
|---------------------------------------------|--------------|

2. Additional requirements of Uniform Guidance, including the Data Collection Form.

|                                             |          |
|---------------------------------------------|----------|
| 15 Hours estimated @ \$120.00 average rate. | 1,800.00 |
|---------------------------------------------|----------|

2. Travel and out-of-pocket expenses. 500.00

3. SA&I Filing Fee. 100.00

|                                              |                     |
|----------------------------------------------|---------------------|
| Total <u>Maximum Fees</u> including expenses | <u>\$ 18,900.00</u> |
|----------------------------------------------|---------------------|

With this proposal we are committing to a three-year engagement subject to your annual approval based on the scope of services currently requested. Our proposed audit fees for the subsequent two years ending June 30, 2022-June 30, 2023 would increase no more than \$500 each subsequent year.

COPY OF PEER REVIEW REPORT

Our firm is a member of the American Institute of Certified Public Accountants (AICPA), the national professional organization of CPA's and the Division for CPA Firms of the AICPA which is a voluntary self-regulatory organization established to foster quality performance. Member firms must complete "Peer Reviews" of their accounting and auditing practices every three in order to retain membership in the AICPA. Peer reviews are also a requirement of *Government Auditing Standards*. Our firm has successfully completed ten independent peer reviews of its accounting and auditing practice over the past 35 years. The reviews concluded that our firm complies with the stringent quality control standards set by the AICPA. *Our last ten peer reviews resulted in no letter of comments or deficiencies which ranks our firm in the top 10% of reviewed firms nationally.* A copy of our latest peer review report is attached which covers the year ended December 31, 2018.