

Notice and Agenda Work Session Meeting of The Bixby City Council

Dawes Conference Room
113 West Dawes, Bixby, Oklahoma 74008
July 12 2021, at 5:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Agenda

1. Discussion of vegetative maintenance program and City livestock.

John Wood

2. Update and discussion on water supply alternatives.

Jared Cottle

Notice of Posting

This Notice and Agenda was posted on the bulletin board July 9th 2021, on or before 5:00 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
July 12 2021 at 6:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Pledge of Allegiance

Invocation

Consent Agenda

City Clerk's Report

Consider and approve:

- a) Minutes for the Work Session meeting dated 06/28/21.
- b) Minutes for the City Council meeting dated 06/28/21.
- c) Discuss and/or take action on request for Tier One (1) event status for 94.1 KXOJ Family Concert at Charley Young Event Park on August 6th, 2021.
- d) Discuss and/or approve IT services contract with Sharris Technologies for supplemental IT support.

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.

- e) Approve Professional Services Agreement with Municipal Finance Services, Inc.
- f) Discuss and/or take action on purchasing unleaded gasoline for \$25,000.

Public comments are limited to items listed on the agenda.

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

Regular Agenda

1. Discussion and possible action to adopt, amend, reject, or defer a resolution relating to \$7,500,000 general obligation bonds, series 2021; fixing the amount of bonds to mature each year, fixing the time and place the bonds are to be sold, and authorizing the clerk to give notice of said sale as required by law.

Charles Barnes

2. Consider, discuss, and approve Ordinance Number 2343, Bixby Easement Closure (Bxec) number 21.03 *LABOUFF*. An easement closure of a utility easement in the rear yard of a property located in Section 25 Township 18 North Range 13 East in the City of Bixby. Property located at: 10521 South 92nd East Circle, Tulsa, Ok 74133 in Legacy Park II Amended.

Justin Dowd

3. Request to approve Emergency Clause for Ordinance Number 2343 and waiving second reading thereof.

Justin Dowd

4. Discuss and/or take action on approval of Economic Development Agreement with Bixby Ice Cream Company, LLC.

Jared Cottle

5. Discuss and/or take action on approval of proceeding with the design, advertising for bids, and establishing proportionate Excess Capacity fees for the South Mingo Interceptor Sewer.

Jared Cottle

6. City Manager's Report

Jared Cottle

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7. New Business

Mayor or Vice-Mayor

8. Adjournment

Mayor or Vice-Mayor

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of July 9th 2021, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby Oklahoma.

Respectfully Submitted

Yvonne Adams
City Clerk

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Bixby Public Works Authority Meeting

**Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
July 12, 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 06/28/21.
- b. Approve emergency repair to South Main LS; L&L Construction for \$7,304.50.
- c. Approve Purchase Order to purchase plumbing supplies from Core and Main for \$25,000.
- d. Discuss and/or take action on purchasing unleaded gasoline for \$25,000.
- e. Approve purchase Order to purchase plumbing supplies from Utility Supply for \$10,000.

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

- f. Discuss and/or approve Purchase Orders for FY22 for Sewer and Water Departments as follows:
- **Brentagg for \$60,000**-Disinfection unit's chemicals for North and South Lagoons.
 - **Accurate Labs for \$20,000** water-DBP, Lead, Copper, Bac-T Testing.
 - **Accurate Labs for \$10,000**-Waste water testing; E. Coli testing.
 - **Green Country Testing for \$20,000**-Waste water testing; BOD and TSS.

Regular Agenda

1. New Business
2. Adjournment

Chairman

Chairman

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of July 9th 2021, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Yvonne Adams

Secretary

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

City of Bixby City Council Work Session Meeting Minutes

**Dawes Conference Room
113 W Dawes, Bixby, OK 74008
June 28th, 2021 5:00 P.M.**

The Special Work Session agenda for the regularly scheduled meeting of the City of Bixby was posted on the bulletin board at City Hall, 116 W. Needles Avenue, Bixby, Oklahoma on June 25th on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 5:06 p.m. City Clerk Yvonne Adams called the roll and all members were present.

Members Present

Guthrie
Girard
Founds
Crawford
Blair

Staff Present

Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Bea Aamodt, Public Works
Carolyn Back, Dev. Serv. Dir.
Andy Choate, Assist. Police Chief
Joey Wiedel, Fire Chief
Yvonne Adams, City Clerk
Jon Wood, Parks Dir.

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

Discussion on regulation of motorized scooter operations in the City.

Presented by: Jared Cottle

This item was brought for discussion on regulation of motorized scooter operations in the City, City Manager Jared Cottle stated that is if for general direction from council on support or not on this subject matter. I have some companies that are interested in bringing this program here and would like your direction on going forward, and up this up for discussion. Council and Staff gave some concerns regarding this item.

Discussion continued.
No action taken.

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

Discussion on regulation of food truck ordinances and policies.

This item was brought for discussion on regulation of food truck ordinances and policies, City Manager Jared Cottle stated that this is open up for discussion on the regulation and policies and get your feedback for going forward and we will have follow up with more discussion on this.

Presented by: Jared Cottle

Discussion continued.
No action taken

Adjournment was called at 5:58 p.m.

Mayor

Attest

City Clerk

City of Bixby City Council Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008
June 28, 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 June 25 on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 6:07 pm.

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

Members Present

Guthrie
Girard
Blair
Crawford
Founds

Staff Present

Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Bea Aamodt, Public Works
Andy Choate, Assist Police Chief
John Wood, Parks Director
Carolyn Back, Dev. Service Dir.
Yvonne Adams, City Clerk

Pledge of Allegiance

Invocation was given by Phil Frazier

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

City Clerks Report

Consider and approve:

- a) Minutes of the City Council Regular meeting minutes dated 06/14/21.
- b) Minutes for the City Council meeting dated 06/14/21.
- c) Discuss and/or approve purchase to Digi Surveillance Systems in the amount of \$12,196.77, to install door access and surveillance camera access for Remote Disaster Relief Site located at B&B Theaters. State Contract #SW1048D.
- d) Court Calendar for the year 2022.

- e) Consider and/or take action on approval of Resolution No. 2021-17, formally re-adopting authorized and existing fees and preset fines charged by the City of Bixby, its agencies, boards and departments.
- f) Discuss and/or approve Budget Revision for the Police Department in the General Fund for \$30,000.00. For increase in overtime budget.
- g) Consider and/or approve Worker's Compensation Insurance renewal for FY-22 in the amount of \$186,446.65 (City portion of total bill).
- h) Resolution No. 2021-18, providing for the authorization to participate in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program.
- i) Discuss and/or take action on awarding contract to Ira M. Green Construction for the lowering of the City's 6" Sanitary Sewer Force Main and 12" Water Main along Mingo at the Saker Channel; Ira M. Green submitted the lowest and best quote of \$24,895.00.
- j) Discuss and/or take action on payment of \$10,907.72 to the Oklahoma Department of Transportation for the 121st St and Mingo Signalization Project.
- k) Accept the infrastructure at Robison Ranch (Phase 1) Development, located at 161st St and Memorial Drive, into the City's infrastructure.
- l) Discuss and/or approve advertising for bids for *Downtown Awning Replacement*.

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 to pull item "f" for a separate vote, Councilor Girard asked to pull item "f", and Vice Mayor Blair asked to pull item "l". Items "f" and "l" were pulled with staff giving clarification regarding those items. Item "k" was pulled for separated vote, with Mayor Guthrie recusing himself before this item was discussed.

Mayor Guthrie asked for a motion on the Consent Agenda with the exception of items "k", Vice Mayor Blair made motion to approve for the exception of item "k", seconded by Councilor Founds. the vote was taken with the following results:

Carried 5-0

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

No: None.

Item "k"

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

Carried 4-0

Yes: Girard, Founds, Crawford, Blair.

No: None

Mayor Guthrie enter back into the council chambers.

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

Discussion and possible approval of Ordinance Number 2341 on BXZO-21.08, a rezoning request accompanied with a plat waiver request, to change the zoning from a Tulsa County zoning designation of Flood District (FD) and Agriculture (AG) to City of Bixby zoning designation of Agriculture (AG). An 11.09 Acre (+/-) lot located along the Arkansas River, Northeast of the northeast corner of 141st Street and South Sheridan Road, Bixby, OK.

Presented by: Carolyn Back

This item was brought to council for discussion and approval of Ordinance Number 2341. Development Services Director Carolyn Back stated that this is a housecleaning item, we have a zoning district here that was left over from Tulsa County zoning and they are wanting to develop this parcel and would like this approved.

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

Carried 5-0

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

No: None.

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

Request to approve emergency Clause for Ordinance Number 2341 and waiving second reading thereof.

Presented by: Carolyn Back

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

Carried 5-0

Yes: Councilor Founds, Crawford, Girard, Blair, Guthrie.

Council Founds left the room at 6:22 p.m. before this item was discussed.

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

Discussion and possible action on BXPT-21.02-Preliminary Plat and Final Plat for Dollar General Bixby 64. A 2.25 Acre, 1 Lot, 1 Block Commercial Plat, located at 16841 S Memorial Dr.

Presented by: Carolyn Back

Others that spoke: Jason Mohler AAB Engineering

This item was brought to council for action on Preliminary Plat and Final Plat for Dollar General located at 16841 S. Memorial Dr. with some modifications in the Preliminary Plat with Planning Commission making the same modifications to the Final Plat and would asked for approval.

Discussion continued.

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

Carried 4-0

Yes: Crawford, Blair, Girard, Guthrie.

No: None.

Councilor Founds enter back into the Council Chambers at 6:25 p.m.

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

Discussion and possible approval of Ordinance Number 2340 BXZO-21.10, a Rezone from Residential Multi-Family High Density (RM-3), Commercial General (CG), and Residential Estate (RE) to Agriculture (AG). A smaller portion of the hard corner on E. 161st Street South and South Sheridan Road will remain zoned Commercial General CG. Located on an unplatted 77.55 Acres (+/-) parcel located at 15802 South Sheridan Road, Bixby, OK 74008, Bixby, OK.

Presented by: Carolyn Back

Others that spoke: Phil Faubert 15802 S Sheridan, Bixby Ok

This item is for approval of Ordinance Number 2340 a Rezone located at 15802 South Sheridan Road, Development Services Director Carolyn Back stated that this is another parcel that has multiple zoning on it which is another housekeeping parcel also and would like approval.

Discussion continued.

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

Carried 5-0

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

No: None.

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

Request to approve emergency Clause for Ordinance Number 2340 and waiving second reading thereof.

Presented by: Carolyn Back

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

Carried 5-0

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

No: None.

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

Consider and take action approving Ordinance Number 2342 annexing into the City of Bixby, OK on behalf of Flying Cow, LLC. The west half of the west half of the Northeast quarter (W/2 W/2 NE/4) of Section Seventeen (17), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government survey thereof.

Presented by: Carolyn Back

Others that spoke: Eric Enyart, Tanner Consulting

This item is for approving Ordinance Number 2342 annexing into the City of Bixby which is known as Presley Heights Wes located at 2920 E. 141st Street South, and would like your approval.

Discussion continued.

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

Carried 5-0

Yes: Glair, Crawford, Girard, Founds, Guthrie.

No: None.

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

Request to approve emergency Clause for Ordinance 2342 and waiving second reading thereof.

Presented by: Carolyn Back

Mayor Guthrie asked for a motion on item #7. Vice Mayor Blair made motion to approve, seconded by Crawford, The vote was taken with the following results:

Carried 5-0

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

No: None.

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

City Manager's Report

City Manager Jared Cottle will let Public Information Officer Bryan Toney give updates on events that are coming up.

- Recap from the Green Corn Festival-The event was highly a success this year, everything went very well.
- Bixby Development Foundation Block Party June 30th @ 1:00 to 4:00 p.m. at Charley Young Event Park.
- Freedom Celebration July 2nd @ 5:00 to 10:30 p.m. @ Bentley Park.
- Gambler Crit Race Series Thursday July 8th @ Charley Young Event Park stating at 5:00-10:00 p.m.
- Summer Concert Series July 3rd from 7:00-9:00 p.m. @ Charley Young Event Park.
- Summer Concert Series July 10 from 7:00-9:00 p.m. @ Charley Young Event Park.
- Summer Concert Series July 11 from 12-2, 3-5, and 6-8 @ Charley Young Event Park.
- Summer Concert Series July 17th from 7-9 @ Charley Young Event Park.

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

New Business

There being no new business

Adjournment was called at 6:40 p.m.

Mayor

Attest

City Clerk

Consent Agenda Item Commentary

Item Title

Discuss and/or take action on request for Tier One (1) event status for 94.1 KXOJ Family Concert at Charley Young Event Park on August 6th, 2021.

Initiator

Bob Thornton, Stephens Media Group

Staff Information Source

Bryan Toney

Background

94.1 KXOJ, a division of Stephens Media Group, submitted a Special Event Permit to hold a Family Concert event at Charley Young Event Park. The applicant is holding the event as free to the public and anticipating having an approximate attendance of 500 or more. The event will start with a Live Broadcast starting at noon at the park and the main performer, Brandon Heath, starting around 7:00 pm. The application has been approved by City Staff. This a new event then City of Bixby and Stephens Group hopes is leaping point for multiple concerts in the 2022 year.

Exhibits

Tier One (1) Event Request from Applicant

Key Issue

Granting of Tier 1 Status including, but not limited to the following:

- Charley Young Event Park Rental \$800 Fee
- Charley Young Event Park Deposit \$1500 Fee
- Barricade Rental \$150.00 Fee
- Public Safety Support during event from Police and Fire

Council Action

Approve or Deny Tier 1 Status

Recommendation

Approval.

Item No: _____

Meeting Date

July 12th, 2021

Meeting

City Council Regular Meeting



June 30, 2021
Bixby City Council

Dear Council Members,

I am writing this letter on behalf of Stephens Media Group and KXOJ Radio (94.1).

As you know, we have requested a Tier 1 event partnership with you for our family concert on August 6th. This is an event that will not only give area families a chance to get out and enjoy national-level live talent again, but come see the tremendous progress being made in the Bixby downtown development area. As a Bixby resident since 2003 and with 2 BHS graduates, I have taken great interest and pride in the Downtown River Development projects.

I wanted to let you know that this is not a one-time prospect for us. We are hopeful this event will springboard to not only more events with KXOJ, like a full series of 4 or 5 concerts each summer starting in 2022, but a relationship with all of our radio stations that we can explore from time to time.

For example, we also own and operate 97.1 The Sports Animal and there may be events from time to time where we could support the school athletic programs. Our oldies station 100.9 KTSO might be a good fit for some of the local/regional concerts that come to town. 104.5 The Edge may fit with a younger crowd event you host, such as a bicycle rally, pet adoption, blood drives, etc. With radio there is never a shortage of opportunities to work with community events and help get the word out. We already have great relationships with many Bixby merchants and churches and we know a large portion of our audiences are in the Bixby area, so we are committed to the region.

I should also note that we are asking for a Tier 1 partnership not just because this is a free event for the public, but because we believe we are adding value to your economic bottom line, by bringing 500+ people to town who will also witness firsthand the progress being downtown, on the bridge as they come south, etc. Through our on-site live broadcast on the day of the show, through the event that evening and in all the weeks leading up to it, we'll be talking about Bixby nonstop. Our desire is to partner together to help tell your story.

Thank you for your consideration in this matter and we look forward to being with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Hunter", with a long horizontal flourish extending to the right.

KXOJ-FM • KMYZ-FM • KTSO-FM • KYAL-FM • KYAL-AM • KCFO-AM • KITO-FM • SMG-Digital

Stephens Media Group - 2448 East 81st Street - Suite 5700 - Tulsa, OK 74137



Bob Thornton
SVP Programming
Stephens Media Group

KXOJ-FM • KMYZ-FM • KTSO-FM • KYAL-FM • KYAL-AM • KCFO-AM • KITO-FM • SMG-Digital

Stephens Media Group - 2448 East 81st Street - Suite 5700 - Tulsa, OK 74137

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve IT services contract with Sharris Technologies for supplemental IT support.

INITIATOR: Jared Cottle

STAFF INFORMATION SOURCE: Jared Cottle

BACKGROUND: From time-to-time, supplemental services are needed to keep pace with the City's growing IT workload and to provide capacity for Staff vacation time. Sharris Technology was the primary IT subcontractor on the Dawes and City Hall project, providing them the knowledge and experience on the City networks to be able to work seamlessly with City Staff.

The Sharris proposal is an hourly, not-to-exceed contract in the amount of \$40,000.

Staff and the City Attorney has reviewed the Agreement up for consideration.

EXHIBITS: IT Services Agreement with Sharris Technologies

KEY ISSUE: IT Services Agreement with Sharris Technologies

COUNCIL ACTION: Approve IT Services Agreement with Sharris Technologies

RECOMMENDATION: Approve IT Services Agreement with Sharris Technologies

ITEM NO: _____

MEETING DATE: 07-12-2021

MEETING: Council

SERVICE CONTRACT

I. The Parties. This Service Contract ("Agreement") made June 28th, 2021 ("Effective Date"), is by and between:

Sharris Technologies and The City of Bixby

Service Provider: Sharris Technologies, with a mailing address of PO BOX 1689, City of Sapulpa, State of Oklahoma ("Service Provider"),

AND

Client: City of Bixby, with a mailing address of PO BOX 70, City of Bixby, State of Oklahoma ("Client"),

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on June 28th, 2021 and terminate:

At-Will: Written notice of at least 15 days' notice.

III. The Service. The Service Provider agrees to provide the following:

General IT services

Hereinafter known as the "Service".

Service Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement:

\$98.50 / Per Hour if an additional Tech is needed to complete a specific project will be billed at an additional \$50 / Per Hour Hereinafter known as the "Payment Amount". Not-to-exceed a total amount of \$ 40,000.00

V. Payment Method. The Client shall pay the Payment Amount:

When Invoiced NET 30

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time at no additional charge.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance

the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.
a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client. b.) Injunction. Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.
XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.
XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.
XIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.
XIV. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.
XV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.
XVI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.
XVII. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVIII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Oklahoma.	
XIX. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.	
XX. Additional Terms & Conditions. _____ _____ _____	
XXI. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.	
IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.	
Client's Signature _____	Date _____
Print Name _____	
Service Provider's Signature _____	Date 7/12/2021
Print Name Gary W Harris	

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Professional Services Agreement with Municipal Finance Services, Inc.

INITIATOR: Charles Barnes

STAFF SOURCE: Charles Barnes

BACKGROUND: Municipal Finance Services, Inc. has been our financial advisor on many recent bond issues, OWRB loans, utility rate analysis, MSRB disclosure filing data, etc. The Securities Exchange Commission (SEC) has recently changed its rules regarding financial advice from consulting firms. In the past several years, when we had a question about utility rates or OWRB loans, bonding capacity, assistance with bond sales, etc., we would call Municipal Finance and get trusted advice. Now, the SEC requires we have a Professional Services Agreement in place that covers all services desired from Municipal Finance Services. They have provided a multi-year agreement (that will require ratification each year) to provide these services at a rate that is fixed for the duration of the agreement. Therefore, I am recommending current year ratification of that agreement.

EXHIBITS: See attached Agreement.

KEY ISSUE: Approval

COUNCIL ACTION: Approval

RECOMMENDATION: Approval

CONSENT AGENDA
MEETING DATE: 7/12/2021
MEETING: REGULAR



mfsok.com

P: 405.340.1727

F: 405.340.3607

3933 E. Covell Road
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

November 2, 2020

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the City of Bixby, Oklahoma, and its public trusts including the Bixby Public Works Authority (collectively, the "Client").

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including general obligation bonds, revenue bonds, bank notes, lease financings, and loans from the Oklahoma Water Resources Board or other state or federal agencies during the term of the Agreement (the "Issues"). The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

A. New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.
15. Sinking Fund Estimate of Needs review or preparation.

B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Utility rate analysis.
2. Debt capacity analysis.
3. Cash defeasance or redemption services.

C. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows on each transaction:

1. For a bank loan or lease financing, 1.00% of par amount for each series of notes issued, with a minimum fee of \$20,000.00.
2. For a loan through the Oklahoma Water Resources Board, including the Clean Water State Revolving Fund (CWSRF), the Drinking Water State Revolving Fund (DWSRF), or the Financial Assistance Program (FAP), 1.00% of the principal amount of the loan with a minimum fee of \$20,000.00.
3. For revenue bonds, 1.00% of par amount for each series of bonds issued with a minimum fee of \$30,000.00.
4. For general obligation bonds, 1.00% of par amount for each series of bonds issued with a minimum fee of \$30,000.00.

B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.

C. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Utility rate analysis.
2. Debt capacity analysis.
3. Cash defeasance or redemption services.

III. Term and Termination

A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2023.

B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person-clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB. MFSOK is also registered as an Investment Advisor with the State of Oklahoma.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest, because it may cause MFSOK to recommend a transaction that is unnecessary or in a size that be larger than is necessary. This may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6; C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC, MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon G. Wolff
3933 E. Covell Road
Edmond, OK 73034

CLIENT:

City of Bixby
Attn: City Manager
PO Box 70
Bixby, OK 74008-0070

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved. In addition, the Client acknowledges receipt of the Form ADV Part 2A Brochure and Part 2B Brochure Supplement.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on _____ at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon G. Wolff, Vice President

CITY OF BIXBY, OKLAHOMA

By: _____
Mayor

BIXBY PUBLIC WORKS AUTHORITY

By: _____
Chairman

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on purchasing unleaded gasoline for \$25,000

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: Renewable Purchase Order to purchase gasoline and Diesel. Quotes from Hopkins, Etheridge, and Davis Oil are obtained before purchasing fuel to purchase at the lowest possible price per gallon.

EXHIBITS: None

KEY ISSUE: Gasoline and Diesel for city vehicles and equipment

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 7-12-21

MEETING: Council

RESOLUTION NO. 2021-19

A RESOLUTION FIXING THE AMOUNT OF BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW.

WHEREAS, the issuance of \$7,500,000.00 of General Obligation Bonds by the City of Bixby, Oklahoma, for the purpose of acquiring, constructing, reconstructing, improving, remodeling and repairing public safety buildings and facilities and acquiring necessary lands therefor, and purchasing and installing public safety equipment all to be owned exclusively by said City has been duly authorized at an election held for that purpose; and

WHEREAS, the Council of the City of Bixby, Oklahoma, pursuant to Title 62, Oklahoma Statutes 2021, Section 354, desires to sell at this time \$7,500,000.00 in General Obligation Bonds for the purpose of acquiring, constructing, reconstructing, improving, remodeling and repairing public safety buildings and facilities and acquiring necessary lands therefor, and purchasing and installing public safety equipment to be owned exclusively by said City.

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

Section 1. That the \$7,500,000.00 General Obligation Bonds of the City of Bixby, Oklahoma, voted on the 6th day of April, 2021, shall be offered for sale in the City Council Chambers, Bixby Municipal Building, 116 W. Needles, Bixby, Oklahoma, on the 9th day of August, 2021, at 11:00 o'clock a.m., by receipt of sealed bids, facsimile bids and electronic bids as set forth in the Notice of Sale and Instructions to Bidders to be used in connection with the sale of Bonds and that said Bonds to become due \$830,000.00 in two years from their date and \$830,000.00 annually each year thereafter until paid, except that the last installment shall be for \$860,000.00.

Section 2. That Municipal Finance Services, Inc. is hereby designated Financial Advisor to the City for the issuance of the Bonds, Hilborne & Weidman are designated as Bond Counsel to the City for the issuance of the Bonds and BOKF, National Association is hereby designated as Registrar/Paying Agent for said Bonds and the Mayor of the City is authorized to execute such agreements as may be necessary for such services.

Section 3. The Mayor of the City and the staff of the City are hereby authorized to prepare and review a Preliminary Official Statement for the sale and delivery of the Bonds and the Financial Advisor is hereby authorized to distribute the Preliminary Official Statement in connection with the sale of the Bonds. The Mayor is authorized to declare the Preliminary Official Statement to be near final in accordance with the requirements of 15c 2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities Exchange Act of 1934 and to execute such certificates as may be necessary.

Section 4. That the City Clerk of said City is hereby ordered and directed to cause notice of the sale of said Bonds to be given as required by law.

ADOPTED this 12th day of July, 2021.

Mayor, City of Bixby, Oklahoma

ATTEST:

City Clerk, City of Bixby, Oklahoma

(SEAL)

APPROVED:

Attorney for City of Bixby, Oklahoma

I, the undersigned, the duly qualified and acting Clerk of the City of Bixby, Oklahoma hereby certify that the foregoing is a true and complete copy of a Resolution calling for the sale of Bonds adopted by the governing body of said municipality and transcript of proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto as Exhibit "A" is a true and complete copy of the agenda for said meeting which was posted in prominent public view at the Bixby Municipal Building, 116 W. Needles Avenue, in said municipality at least twenty-four (24) hours prior to the date of the meeting wherein said Resolution was adopted, excluding Saturdays, Sundays and legal holidays. I further certify that attached hereto as Exhibit "B" is a true and complete copy of the regular meeting notice for said meeting which was filed with the City Clerk of the City of Bixby, Oklahoma in accordance with the Oklahoma Open Meeting Act.

WITNESS my hand and seal this 12th day of July, 2021.

City Clerk, City of Bixby, Oklahoma

NOTICE OF SALE OF BONDS

In accordance with Title 62, Oklahoma Statutes, 2021, Section 354, as amended, notice is hereby given that the City of Bixby, Oklahoma (the "Issuer") will receive sealed written bids, facsimile bids and electronic bids, as described herein on Monday, August 9, 2021 at 11:00 a.m., local time, at the Office of the City Clerk, 116 Needles Avenue, Bixby, Oklahoma for the sale of all, but not less than all of \$7,500,000.00 aggregate principal amount of its General Obligation Bonds, Series 2021 (the "Series 2021 Bonds") which Series 2021 Bonds will mature \$830,000.00 in two years from their date and \$830,000.00 annually each year thereafter until paid, except that the last installment shall be for \$860,000.00.

The Series 2021 Bonds are a portion of \$28,500,000.00 General Obligation Bonds of the City of Bixby, Oklahoma which were authorized and approved by the qualified electors of the City of Bixby, Oklahoma at a special election held for that purpose on April 6, 2021.

Bids may be submitted; (a) by sealed written bid, plainly marked "Bids for Bonds of the City of Bixby, Oklahoma to be sold August 9 2021" and addressed to "Mr. Charles Barnes, Finance Director, City of Bixby, Oklahoma, Attn: Office of the City Clerk, 111 Needles Avenue, Bixby, Oklahoma 74008; or (b) electronically through the facilities of PARITY, a system for accepting electronic bids. Further information about PARITY, including any fee charged, may be obtained from the Issuer or I-Deal LLC at 1359 Broadway, 2nd Floor, New York, NY, 10018 telephone (212) 849-5021.

A copy of the Preliminary Official Statement, the Official Notice of Bond Sale and Instructions to Bidders and Official Bid Forms may be procured, on request, from the Financial Advisor of the Issuer, Municipal Finance Services, Inc., 3933 E. Covell Road, Edmond, Oklahoma 73034, attn: Mr. Jon Wolff; telephone (405) 340-1727.

Said Series 2021 Bonds shall be sold to the bidder bidding the lowest rate of interest which the Series 2021 Bonds shall bear and agreeing to pay par and accrued interest for the Series 2021 Bonds and will be tendered for delivery as soon as practicable in accordance with the Official Notice of Bond Sale.

Each bidder shall submit with his bid a Good Faith Deposit in the form of a wire transfer, certified or cashier's check in the amount of two percent of the aggregate principal amount of the Series 2021 Bonds (\$150,000.00) payable to the order of the Issuer. The right is reserved to reject all bids. Wire instructions can be obtained from the Financial Advisor to the Issuer by contacting Mr. Jon Wolff, (405) 340-1727, (jonwolff@mfsok.com).

Witness my official hand and seal this 12th day of July, 2021.

(SEAL)

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and approve Ordinance Number 2343, Bixby Easement Closure (BXEC) number 21.03 *LABOUFF*. An easement closure of a utility easement in the rear yard of a property located in Section 25 Township 18 North Range 13 East in the City of Bixby. Property located at: 10521 South 92nd East Circle, Tulsa, OK 74133 in Legacy Park II Amended.

Request to approve Emergency Clause for Ordinance number 2343 and waiving second reading thereof.

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: City Code, GIS, Legacy Park II Amended Plat, Record Drawings, and TAC Meeting

BACKGROUND: Jason Labouff submitted an easement closure for the closure of the 17.5' rear yard utility easement in Lot 2, Block 10 of Legacy Park II Amended for the purpose of constructing a pool. The City does not have any utilities in this easement, the easement closure was presented to TAC, and all utilities have signed off on the easement closure. If the Easement Closure is approved by City Council, the applicant will need to go through district court in order to have the easement vacated since the City can only close an easement.

EXHIBITS: Ordinance Number 2343

KEY ISSUE: Approval

RECOMMENDATION: Staff recommends approval of the easement closure BXEC-21.03 *LABOUFF*

ITEM NO: _____

MEETING DATE: 07-12-2021

MEETING: City Council

ORDINANCE Number 2343

AN ORDINANCE CLOSING A UTILITY EASEMENT BEING PART OF LOT TWO (2), BLOCK TEN (10) OF LEGACY PARK II AMENDED, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, AND DECLARING AN EMERGENCY.

WHEREAS Jason Labouff has requested the closure of a Utility Easement described below to accommodate proposed improvements to the property; and,

WHEREAS the City of Bixby, Oklahoma, has determined that the utility easement is no longer needed to the property or adjacent properties due to the utility connections that have occurred since the access was dedicated; and,

WHEREAS, the various utility companies have been notified and have no objection to the same; and,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, as follows:

The following described property, to wit:

THE 17.5 UTILITY EASEMENT THAT RUNS PARALLEL WITH THE 103' PROPERTY LINE STARTING FROM THE MOST NORTHERN POINT OF THE PROPERTY CONTINUING SOUTHEAST TO THE MOST EASTERN POINT OF THE PROPERTY.

IS HEREBY CLOSED AS A UTILITY EASEMENT.

Approved this _____ day of _____, 2021

Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the City Council.

Emergency Clause ruled upon separately this _____ day of _____, 2021

CITY OF BIXBY, OKLAHOMA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on approval of Economic Development Agreement with Bixby Ice Cream Company, LLC.

INITIATOR:

Jared Cottle

STAFF INFORMATION SOURCE:

Phil Frazier

BACKGROUND: In order to encourage business start-ups in Downtown, Bixby Ice Cream Company, LLC has requested an agreement for a limited Sales Tax Rebate for a new facility in Downtown.

EXHIBITS: Bixby Ice Cream Company, LLC Business Proposal
Economic Development Agreement

KEY ISSUE: Economic Development Agreement with Bixby Ice Cream Company, LLC.

COUNCIL ACTION: Approve Economic Development Agreement with Bixby Ice Cream Company, LLC, pending review and approval by the City Attorney.

RECOMMENDATION: Approve Economic Development Agreement with Bixby Ice Cream Company, LLC, pending review and approval by the City Attorney.

ITEM NO: _____

MEETING DATE: 07-12-2021

MEETING: Council

Re: Sales Tax Rebate
For: Bixby City Council
Date: 05/23/2021
Loc: Bixby, OK city council work session 05/24/2021
Estimated annual sales tax revenue is \$10,000-\$12,500.
8-12 jobs will be created.



The Bixby Ice Cream Company, LLC is a family-owned small business that is heavily invested into the success and growth of Bixby. We have two children that attend Bixby Public Schools and two other businesses based in Bixby. This restaurant is an initiative to bring families into the downtown area to engage in the community, create awareness for the growth and development of our town, and most notably our downtown area. While the Bixby Ice Cream Company is technically a new business; our history in Bixby is just over a year old. We began last year approximately 45 days prior to the COVID shutdown as Chet's Dairy Freeze. We learned many valuable lessons throughout what we all experienced with COVID. We made the decision to close our store in the Cross Creek business complex in December of 2020 in order to regroup and prepare to launch our store in the downtown river district.

Our proposal is intended to generate a way to infuse more capital into our project. We want to find new and emerging methods to bring commerce into our community. We want to ensure connectivity to the community. We want to devote a stronger and more significant portion of our profits to help local charities and other causes. Having the extra revenue from this tax rebate program will do exactly that.

Our proposal is to secure a \$0.01 rebate for every \$0.035 that the city of Bixby receives in sales tax revenue. Desired term would be 4 years or \$50,000, whichever comes first.

AGREEMENT

The Agreement is entered into on this ____ day of July 2021 by the City of Bixby, Oklahoma ("City"), a municipal corporation, and Bixby Ice Cream Company, LLC. ("Company").

R E C I T A L S

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

East 97 feet, North 80 feet, Lot 1; the North 80 feet Lot 2; and the West 10 feet, South 40 feet, Lot 2, Block 26, Section 24, Township 17 North, Range 13 East, Midland Addition, in the City of Bixby, Tulsa County, Oklahoma, known as 4 W Dawes, Bixby, OK.

2. The City has approved a commercial use for the Property. The Company refers to the Property for marketing and leasing purposes as Bixby Ice Cream Company, LLC.
3. The Company desires to develop construct, operate and maintain a food service-restaurant business with related activity.
4. The City has determined that the commercial activity will be a significant benefit to the City. Therefore, the City desires to enter into an agreement that identifies benefits that will be provided by the City that will facilitate development, renovations, and operation of the Facility.

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

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

- (1) It shall be lawful for the Company, and its successors and assigns, to develop and use that part of the Property zoned CS for the uses described as Use Unit 12 in the City of Bixby Zoning Code, together with all other uses previously approved by the City of Bixby City Council.
- (2) The maximum height that shall be permitted for the building shall be 40 feet, exclusive of any levels of construction below adjacent ground level.
- (3) It shall be lawful for vehicle parking spaces, loading berths, signs, and lighting to be located in areas of the Property, subject to the requirement that the construction drawings for such areas are in accordance with the City of Bixby building code.

B. Sales tax contribution. For a period of four (4) years or up to \$50,000 whichever comes first, the City shall pay to the Company one cent (\$0.01) from every three and one-half cents (\$0.035) that the City receives in sales tax generated from any and all persons doing business on the Property (the "Sales Tax Contribution"). Provided, the Sales Tax Contribution:

- (1) Shall apply to sales tax generated from all persons or businesses doing business on the Property.
- (2) Shall commence when the City first receives sales tax from persons or businesses doing business on the Property after the Facility is completed by the Company, or its successors or assigns,

and certified by the City for occupancy (the "Sales Tax Contribution Commencement Date").

- (3) Shall be paid by the City to the Company within 20 days of each receipt by the City of its share of the sales tax paid to the State of Oklahoma by persons doing business on the Property after the Sales Tax Contribution Commencement Date.
- (4) Shall not exceed the total principal sum of Fifty Thousand Dollars (\$50,000) over the four-year period.
- (5) Shall not be reduced or offset by the City at any time.

C. Additional incentive. The City, as an additional incentive to the Company to develop the project as set forth herein, shall not for a period of four (4) years from the Sales Tax Contribution Commencement Date enter into any similar agreement with any other person whereby the City participates in the development, construction, management, or funding (by tax incentive or otherwise) any Use Unit 12 facility within the municipal limits of Bixby, Oklahoma. Restaurant facility means a business whose primary activity is the dining and hospitality endeavor.

D. Records. The city shall maintain accurate records of all sales tax revenue received by the City directly or indirectly for sales made by all persons or businesses doing business at the Property (the "Sales Tax Revenue"). The City shall provide the Company with a written summary of the Sales Tax Revenue, in a form reasonably acceptable to the Company, concurrently with delivery of payment from the City to the Company required by this

Agreement. During normal business hours of the City, the Company shall have the right to inspect any and all such records, and to obtain an accounting and/or audit of such records, at the sole cost of the Company.

E. Default. In the event that either party defaults in the performance of any of its obligations hereunder, it is agreed that an action for specific performance may be filed by the non-defaulting party in the District Court of Tulsa County, in addition to any other action at law or in equity that may be available. All remedies shall be cumulative.

F. Miscellaneous.

- (1) Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- (2) This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- (3) Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- (4) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

- (5) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- (6) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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

Bixby Ice Cream Company, LLC
4 W Dawes
Bixby OK 74008

- Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication on a business day before 5:00 p.m., or three (3) days after being placed in the U.S. Mail, if mailed.
- (7) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
 - (8) The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.
 - (9) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be

construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF THE CITY, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO THE CITY FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.

- (10) The language in all parts of this Agreement shall be in all cases construed simply according to its full meaning and not strictly for or against any of the parties hereto. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision therein.
- (11) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "paragraphs" or "¶" are to paragraphs of this Agreement, unless otherwise specifically provided.
- (12) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns. Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by any party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.
- (13) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the

____ day of _____, 2021.

Bixby Ice Cream Company, LLC

By: _____
_____, Managing Member

THE CITY OF BIXBY, OKLAHOMA,
A municipal corporation,

By: _____
Mayor

ATTEST:

City Clerk

APPROVED:

By: _____
City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on approval of proceeding with the design, advertising for bids, and establishing proportionate Excess Capacity fees for the South Mingo Interceptor Sewer.

INITIATOR:

Jared Cottle

STAFF INFORMATION SOURCE:

Jared Cottle

BACKGROUND: With the completion of construction on the Haikey Creek Flood Protection project, a number of projects are proceeding with due diligence efforts in advance of project development. As part of this effort, City Staff has identified a potential Interceptor Sewer alignment that can serve undeveloped and developed properties along Mingo Road between 121st Street and 131st Street.

Similar to the Yale Village Interceptor sewer, Staff proposes:

- Design prepared by development project engineer(s)
- Construction contract bid and award by City (*est. cost = \$1,685,000*)
- Reimbursement of City construction cost in proportion to acreage served via Excess Capacity fee charges to the developments constructed within the basin and served by the line

(This project will also allow the elimination of the Heritage Park Lift Station via a gravity sewer line.)

EXHIBITS: Mingo Interceptor Sewer Basin Map

KEY ISSUE: Mingo Interceptor Sewer Basin Map

COUNCIL ACTION: Approve design, advertising for bids, and establishing proportionate Excess Capacity fees for the South Mingo Interceptor Sewer

RECOMMENDATION: Approve design, advertising for bids, and establishing proportionate Excess Capacity fees for the South Mingo Interceptor Sewer

ITEM NO: _____

MEETING DATE: 07-12-2021

MEETING: Council



City of Bixby BPWA Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008**

June 28 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 June 25 on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 6:40 pm.

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

Members Present

**Guthrie
Girard
Crawford
Blair
Founds**

Staff Present

**Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barns, Finance Dir.
Bea Aamodt, Public Works
John Wood, Parks Director
Carolyn Back, Dev. Serv. Dir.
Andy Choate, Assist. Police Chief
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 06/14/21.
- b) Consider and/or approve Workers' Compensation Insurance renewal for FY-22 in the amount of \$26,126.35 (BPWA portion of total bill).
- c) Discuss and/or approve purchasing borrow soil from Bemies Dirt, Sand, and Gravel to complete backfilling operations at the Bixby Water Reclamation Facility: approve \$50,000 purchase.
- d) Discuss and/or approve emergency repair to waterline located at 181st and 161st E. Ave for \$9,943.17.

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

Carried 5-0

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

No: None.

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

New Business

There being none.

Adjournment was called at 6:41 p.m.

MAYOR

ATTEST

SECRETARY

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve emergency repair to South Main LS; L&L Construction for \$7,304.50

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: The base elbow at the South Main LS broke and prevented setting the pump. Because of the complexity of the repair and safety concerns, L&L Construction was retained to repair the elbow.

EXHIBITS: None

KEY ISSUE: Lift Station Maintenance

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 7/12/2021

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Purchase Order to purchase plumbing supplies from Core and Main for \$25,000

INITIATOR: Bea Aamodt, PW Director

STAFF INFORMATION SOURCE: Erik Dye, Field Operations

BACKGROUND: The Water Department needs to replenish plumbing supply inventory for repairs.

EXHIBITS: None

KEY ISSUE: Infrastructure

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 7-12-21

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on purchasing unleaded gasoline for \$25,000

INITIATOR:

Bea Aamodt

STAFF INFORMATION SOURCE:

Heath Wright

BACKGROUND: Renewable Purchase Order to purchase gasoline and Diesel. Quotes from Hopkins, Etheridge, and Davis Oil are obtained before purchasing fuel to purchase at the lowest possible price per gallon.

EXHIBITS: None

KEY ISSUE: Gasoline and Diesel for city vehicles and equipment

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 07-12-21

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Purchase Order to purchase plumbing supplies from Utility Supply for \$10,000

INITIATOR: Bea Aamodt, PW Director

STAFF INFORMATION SOURCE: Erik Dye, Field Operations

BACKGROUND: The Water Department needs to replenish plumbing supply inventory for repairs.

EXHIBITS: None

KEY ISSUE: Infrastructure

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 7-12-21

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve Purchase Orders for FY22 for Sewer and Water Depts. as follows:

- **Brentagg for \$60,000** – Disinfection Units chemicals for North and South Lagoons
- **Accurate Labs for \$20,000** water – DBP, Lead, Copper, Bac-T Testing
- **Accurate Labs for \$10,000** – Waste water testing; E.Coli testing
- **Green Country Testing for \$20,000** – Waste water testing; BOD and TSS

INITIATOR:

Bea Aamodt, PW Director

STAFF INFORMATION SOURCE:

Heath Wright, Utility Operations Manager

BACKGROUND: Quotes were requested from Brenntag, Mid-America, and Hawkins for disinfection chemicals for FY22.

Tulsa County and Accurate Labs Submitted quotes for Water testing.

Pace, Tulsa County, and Green Country submitted quotes for Waste Water testing.

EXHIBITS: None

KEY ISSUE: Approval of PO for recurrent expenses

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 07-12-21

MEETING: BPWA