



City of Bixby Bixby Public Works Authority Meeting Agenda

Monday, March 27, 2023

**Immediately Following the
City Council Meeting**

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

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

Call to Order

Chairman

Roll Call

Shannon Duran, City Clerk

Consent Agenda

Secretary's Report

Consider and Approve:

- 1) Minutes for the Bixby Public Works Authority Meeting dated 03/13/23.
- 2) Consider and/or approve the contract proposal from CIVICPLUS in the amount of \$15,750.00, with \$7,875.00 coming from General Funds and \$7,875.00 coming from BPWA Funds for the recodification of City Ordinances, Supplementation of all City Ordinances, State Law referencing, and processing of all Municipal Codes books.

Regular Agenda

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

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of March 24, 2023, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Shannon Duran
City Clerk

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

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

For Special Accommodations

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

Bixby Public Works Authority Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
March 13, 2023 at 6:00 PM

This Notice and Agenda was posted on the bulletin board this day of March 10, 2023, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Call to Order

Mayor Guthrie called the meeting at 6:28 pm.

Roll Call

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

Members Present

Mayor Guthrie
Vice Mayor Blair
Councilor Founds
Councilor Girard
Councilor Revelis (Not Present)

Staff Present

Shannon Duran, City Clerk
Phil Frazier, City Attorney
Charles Barnes, Finance Director
Bea Aamodt, Public Works Director
OC Walker, City Planner
Todd Blish, Police Chief
Mike Butler, Fire Chief
Justin Dowd, City Engineer
Bryan Toney, Public Information Officer

Consent Agenda

- 1) Minutes for the Bixby Public Works Authority Meeting dated 02/27/23.

Mayor Guthrie said item 1 on the Bixby Public Works Consent Agenda is up for discussion and consideration.

Others who spoke:

Mayor Guthrie asks for a motion to approve item 1 on the BPWA Consent Agenda. Vice Mayor Blair made a motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried:4-0

Ayes: Blair, Founds, Girard, Guthrie

Nays: 0

Regular Agenda

1) New Business

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

No new business to discuss.

2) Adjournment

An adjournment was called at 6:29 pm.

Mayor

City Clerk

Consent Agenda Item Commentary

Item Title

Consider and/or approve the contract proposal from CIVICPLUS in the amount of \$15,750.00, with \$7,875.00 coming from General Funds and \$7,875.00 coming from BPWA Funds for the recodification of City Ordinances, Supplementation of all City Ordinances, State Law referencing, and processing of all Municipal Codes books.

Initiator

Phil Frazier

Staff Information Source

Phil Frazier

Background**Exhibits**

1. Recodification agreement 03222023

Key Issue**Council Action**

Consider and/or approve

Recommendation

Approve

Item No: 2.**Meeting Date**

March 27, 2023

Meeting

Bixby Public Works Authority Agenda 03/27/2023

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-37536-1

Date:

2/14/2023 1:54 PM

Expires On:

5/15/2023

Client:

BIXBY, OKLAHOMA

Bill To:

BIXBY, OKLAHOMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays	x	khays@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
750.00	Recodification	Recodification (per page) Recodification (per page) 750 pages single column 10 pt font at \$21.00 per page; with zoning	One-time	USD 15,750.00
1.00	Online Code Hosting Premium Bundle	Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	Renewable	USD 1,195.00
1.00	Annual State Law Reference Linking Review Subscription	Annual State Law Reference Linking Review Subscription	Renewable	USD 399.00
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription with zoning	Renewable	USD 3,200.00
1.00	Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	Renewable	USD 0.00
1.00	Tri-Annual Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on a tri- annual basis.	Renewable	USD 0.00
4.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included	Renewable	USD 0.00
Total Investment Initial Term			USD 15,750.00	
Annual Recurring Services			USD 4,794.00	

Total Days of Quote:366

1. This Statement of Work ("SOW") is between Bixby Oklahoma ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://>

www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby attached. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term starting at signing of this Agreement ending eighteen (18) months from the signing of this Agreement or Service Provider's shipment of the final code, whichever occurs earlier ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment Initial Term shall be invoiced as follows:
 - a. Upon signing this Agreement: 25%
 - b. Upon submission of the Legal Memorandum: 25%
 - c. Upon Submission of Proofs: 25%
 - d. Upon Delivery: Balance of Total Investment Initial Term.
 - e. Any additional costs will be billed separately, upon delivery.
4. The initial Annual Recurring Services shall be invoiced eighteen (18) months from the signing of this Agreement or upon Service Provider's shipment of the final code, whichever occurs earlier ("Annual Services Start Date"). Subsequent Annual Recurring Services shall be invoiced on the anniversary date of the Annual Services Start Date of the relevant calendar year and subject to a 5% annual increase each Renewal Term following the Annual Services Start Date.
5. Codification Services shall Include: Pages with single column and 10 point font unless otherwise listed above; receipt, review and organization of materials; Legal analysis and research by a full-time Service Provider attorney; Preparation of a legal memorandum by a Service Provider attorney; 3-hour Teleconference with attorney (additional time billed at \$150/hr); Implementation of approved legal findings; one draft copy of code with approved changes ("Proofs"); Updating State Law references; Editorial preparation, proofreading, and page formatting; Indexing; Tables; graphics and tabular matter; Final proofreading and corrections; Quality control review and printing – an amount of printed copies set forth in the line items above, to include 3-post stamped binder and tabs; and Sample adopting ordinance prepared by a Service Provider attorney. "Tables" shall include: supplement history table, code comparative table, and ordinance history table. An additional hourly charge shall be assessed for the creation, modification, addition or updating of any table or schedule other than those enumerated herein.
6. Codification Services do NOT include: freight; state sales tax; or any annual recurring services.
7. Client understands and agrees that the Total Investment for Codification Services may be increased by the addition of legislation or materials; or pages over the amount of pages with columns and font size listed in the line items above which may be added at the per page rate agreed upon by the Parties based on column and font size listed above. Legislation added to the project must be approved and received prior to the cutoff date established by the parties. Following the delivery of the final code draft for client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client
9. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the final code ("Code") is adopted and republished. To ensure a successful project completion, it's important that a conference between the parties is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent Proof the Service Provider provides be

returned within 45 days with any revisions noted. If the Proof is not returned within 45 days, additional update fees may apply. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the Proof is received within 45 days.

10. Client acknowledges Service Provider does not permanently retain prior versions of the legal Code or any other work product.

11. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.

12. Client acknowledges that Service Provider may provide legal analysis through codification, Codification or legal review services. Unless indicated otherwise, information sent via Internet email or through websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction and is not intended to be legal advice nor is it intended to substitute for the advice or services of an attorney. Additionally, no attorney-client relationship can be established under this SOW.

13. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Additional Terms and Conditions:

If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:

1. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.
2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

If Legal Review is included in the services to be delivered under this SOW, the following terms apply:

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:

1. Client's responsibilities include:
 - a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
 - b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
 - c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).
2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax