

City Council Meeting Minutes

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

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 March 10, 2023 on or before 5:00 p.m.

Call to Order

Mayor Guthrie called the meeting to order at 6:05 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

Pledge of Allegiance

Invocation

Consent Agenda

- 1) Minutes for the Work Session dated 02/27/23.
- 2) Minutes for the City Council Meeting dated 02/27/23.
- 3) Consider and Approve purchase of replacement tension body assembly for shade structures at baseball/softball quads 2 and 3 from Porter Corp. the manufacturer and sole source. In the amount of \$18,300.00.

- 4) Request for approval to amend the Capital Improvement Agreement dated August 24, 2020, between the Board of County Commissioners of Tulsa County, Oklahoma, and the City of Bixby, Oklahoma. The amendment will extend the current cease date of September 30, 2021, to September 30, 2023. Vision 2025 (K6) Bixby Signalization and Access Control Improvements at South Memorial Avenue and East 126th Street South Project.
- 5) Consider and/or approve Emergency Medical Dispatch Software
- 6) Consider and approve the purchase of two (2) The Perfect Mound Adult from TPM Performance and surface solutions. In the amount of \$33,430.00. Funding Source is the Capital Improvement Fund (25-5-10-5720) for Park System Improvements.
- 7) Proclamation declaring March 13th, 2023, as Arbor Day. Bixby has been recognized as a Tree City U.S.A by the National Arbor Day Foundation and desires to continue its tree-planting practices.
- 8) Proclamation declaring March 19, 2023-March 25,2023 as Arbor Week.

Mayor Guthrie said Item 1-8 on the Consent Agenda are up for discussion and consideration. Vice Mayor Blair asked to pull items 3 and 6 for further discussion and asked for more information.

Parks Director, John Wood, spoke on item 3 regarding the proposed purchase from Porter Corp. of tension body assembly for shade structures.

John Wood also gave additional information on item 6 as to the proposed purchase of two (2) mounds.

Mayor Guthrie requested a motion to approve items 1-8 on the Consent Agenda. Councilor Founds made a motion to approve, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried:4-0

Ayes: Founds, Blair, Girard, Guthrie

Nays: 0

Regular Agenda

- 1) Consider and take action on the revocation of Ordinance 2432 due to improper legal description.

Mayor Guthrie said item 1 on the Regular Agenda is up for discussion and consideration.

Item presented by Phil Frazier.

Others who spoke: No others spoke.

Phil Frazier gave clarification on the reason for the revocation of the ordinance. Phil stated that council needed to revoke ordinance 2432 due to improper legal description before moving on to item 2.

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

Carried: 4-0

Ayes: Founds, Girard, Blair, Guthrie

Nays: 0

- 2) Discussion, consideration, and possible vote to approve Ordinance 2434, Bixby Easement Closure (B.X.E.C.) number 22.02 Peniel. An easement closure of an overland drainage easement in the side yard of a property located in Section 11 Township 17 North Range 13 East in the City of Bixby. The property is located on Lot Eight (8), Block One (1) of Riverview Plaza, an addition to the City of Bixby.

Mayor Guthrie said item 2 on the Regular Agenda is up for discussion and consideration.

Item presented by Justin Dowd.

Others who spoke: No others spoke.

Justin Dowd gave clarification about the purpose of the ordinance to close the overland drainage easement so the District Court may vacate the property.

Mayor Guthrie asks for a motion to approve item 2. Councilor Founds made a motion to approve, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried: 4-0

Ayes: Founds, Blair, Girard, Guthrie

Nays: 0

- 3) Discussion, consideration, and possible vote for approval of an Emergency Clause for Ordinance number 2434 making it effective immediately upon passage and approval.

Mayor Guthrie said item 3 on the Regular Agenda is up for discussion and consideration.

Item presented by Justin Dowd.

Others who spoke: No others spoke.

Mayor Guthrie asks for a motion on item 3. Councilor Founds made a motion to approve, seconded by Councilor Girard. The vote was taken with the following results:

Carried: 4-0

Ayes: Founds, Girard, Blair, Guthrie

Nays: 0

- 4) Consider and take action on the revocation of Ordinance 2433 due to improper legal description.

Mayor Guthrie said item 4 on the Regular Agenda is up for discussion and consideration.

Item presented by Phil Frazier.

Others who spoke: No others spoke.

Phil Frazier gave clarification on the reason for the revocation of the ordinance. Phil stated that council needed to revoke ordinance 2433 due to improper legal description before moving on to item 5.

Mayor Guthrie asks for a motion to revoke item 4. Councilor Girard made a motion to revoke, seconded by Councilor Founds. The vote was taken with the following results:

Carried: 4-0

Ayes: Girard, Founds, Blair, Guthrie

Nays: 0

- 5) Discussion, consideration, and possible vote to approve Ordinance 2435, Bixby Easement Closure (B.X.E.C.) number 22.02 Peniel. An easement closure of an overland drainage easement in the side yard of a property located in Section 11 Township 17 North Range 13 East in the City of Bixby. The property is located on Lot Nine (9), Block One (1) of Riverview Plaza, an addition to the City of Bixby.

Mayor Guthrie said item 5 on the Regular Agenda is up for discussion and consideration.
Item presented by Justin Dowd.
Others who spoke: No others spoke.

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

Carried: 4-0
Ayes: Founds, Blair, Girard, Guthrie
Nays: 0

- 6) Discussion, consideration, and possible vote for approval of an Emergency Clause for Ordinance number 2435, making it effective immediately upon passage and approval.

Mayor Guthrie said item 6 on the Regular Agenda is up for discussion and consideration.
Item presented by Justin Dowd.
Others who spoke: No others spoke.

Mayor Guthrie asks for a motion on item 6. Councilor Founds made a motion to approve, seconded by Councilor Girard. The vote was taken with the following results:

Carried: 4-0
Ayes: Founds, Girard, Blair, Guthrie
Nays: 0

- 7) Discussion, consideration, and possible vote to enter into an Agreement for Professional Services with Matrix Design Group, Inc., to update the City of Bixby's Zoning Code and Subdivision Regulations.

Mayor Guthrie said item 7 on the Regular Agenda is up for discussion and consideration.
Item presented by O.C. Walker.
Others who spoke: No others spoke.

O.C. Walker requested to enter into an agreement with Matrix Design Group, Inc. to update the Zoning Codes and Subdivision Regulations since the typical lifespan of these plans is 20 years. O.C. Walker gave council a Staff Report with a timeline for this project. If approved, kickoff would start on April 23, 2023 and be completed by May of 2024. These attachments are incorporated into the minutes.

Councilor Girard stated he would have liked to have seen proposals from both firms.

Mayor Guthrie asks for a motion to approve item 7. Vice Mayor Blair made a motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried: 3-1
Ayes: Blair, Founds, Guthrie
Nays: Girard

- 8) City Manager's Report

On behalf of the City Manager, Jared Cottle, Officer Bryan Toney gave updates on upcoming events within the City of Bixby.

- Traffic Synchronization program will begin at multiple locations around the city. Periodic lane closures for upgrades to traffic signal equipment are expected as well.

- 126th and Memorial Traffic Intersection Project should take about 120 days to complete.
- Bixby Chamber will be hosting St. Patrick's Day Kids Fest at Charley Young Event Park for free on Friday, March 17 from 11:00 AM - 3:00 PM
- Vice Mayor Blair spoke about the tree planting event in honor of Arbor Day at Washington Irving Park and about the upcoming Great American Cleanup and Community Cleanup Day on April 15th.
- Mayor Guthrie wanted to add to the synchronization program information stating that when needed, changes and modifications to the traffic lights would be done remotely and in real-time.

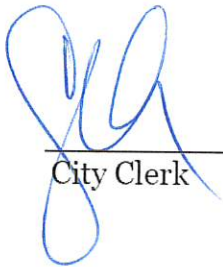
9) New Business

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.

10) Adjournment

An adjournment was called at 6:28 pm.


City Clerk




Mayor

[illegible]



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: O.C. Walker, Director of Development Services
Date: Monday, March 13, 2022
Name: City of Bixby Zoning Code and Subdivision Regulations Update
RE: City of Bixby Zoning Code and Subdivision Regulations Update
Location: Bixby, Oklahoma
STR: Section 21, Township 17N, Range 13 and 14E
Applicant: Martix Design Group, Inc.

Request:

This is a request for the City of Bixby to enter into an Agreement with Martix Design Group, Inc., to facilitate our Zoning Code, and Subdivision Regulations update. The existing zoning code was adopted in 1974 and in 2002, the Subdivision Regulations were adopted. Ordinarily, the average lifespan for municipalities is 20 years or less.

In accordance with the City Council directive to proceed with initiating the Zoning Code and Subdivision Regulations update, Development Services staff began the process of selecting a Consultant to guide the City of Bixby through the Zoning Code and Subdivision Regulations update process.

Original Schedule:

- RFQ Issued Date: October 14, 2022
- RFQ Closed Date: December 16, 2022
- RFQ Candidate Selection: December 30, 2023
- RFQ Interviews: February 6-7, 2023

AGREEMENT
FOR
PROFESSIONAL SERVICES

FOR
Bixby Zoning Code and Subdivision Regulation Updates
City of Bixby, Oklahoma

PROJECT NUMBER: _____

THIS AGREEMENT, made and entered into this ____, day of March 2023 between the City of Bixby, Oklahoma, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as CITY, and Matrix Design Group, Inc., a Colorado Corporation, hereinafter referred to as CONSULTANT or MATRIX;

WITNESSETH:

WHEREAS, CITY intends to update the:

- BIXBY ZONING CODE AND SUBDIVISION REGULATIONS

in Bixby, Oklahoma, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, CONSULTANT is prepared to provide such SERVICES;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SERVICES TO BE PERFORMED BY CONSULTANT. MATRIX shall perform the SERVICES described in Attachment A, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment B, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION. CITY shall pay CONSULTANT in accordance with Attachment C, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.

- 4.0 STANDARD OF PERFORMANCE. CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be completed in a good and workmanlike manner and in strict accordance with this AGREEMENT. All planning work shall be performed by or under the supervision of qualified Planning professionals properly qualified to perform such Planning services.
- 5.0 LIMITATIONS OF RESPONSIBILITY.
- 5.1 CONSULTANT shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 6.0 OPINIONS OF COST AND SCHEDULE.
- 6.1 Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S cost estimates shall be made on the basis of qualification and experience as a Professional Planner.
- 7.0 LIABILITY AND INDEMNIFICATION.
- 7.1 CONSULTANT shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of CONSULTANT or any person or organization for whom CONSULTANT is legally liable. Nothing in this paragraph shall make the CONSULTANT liable for any damages caused by the CITY or any other Contractor of the CITY.
- 7.2 CONSULTANT shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.
- 8.0 COMPLIANCE WITH LAWS.
- 8.1 In performance of the SERVICES, CONSULTANT shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. CONSULTANT shall procure the permits, certificates, and licenses necessary to allow CONSULTANT to perform the SERVICES. CONSULTANT shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, SCOPE OF SERVICES

- 8.2 The CONSULTANT shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans With Disabilities Act. It is understood that the program of the CONSULTANT is not a program or activity of the CITY OF BIXBY. The CONSULTANT agrees that its program or activity will comply with the requirements of the Americans With Disabilities Act. Any costs of such compliance will be the responsibility of the CONSULTANT. Under no circumstances will CONSULTANT conduct any activity which it deems to not be in compliance with the Americans With Disabilities Act.
- 9.0 INSURANCE.
- 9.1 During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following Insurance:
- 9.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
- 9.1.2 Automobile Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
- 9.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 9.2 CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least 30 days written notice to the CITY.
- 10.0 OWNERSHIP AND REUSE OF DOCUMENTS.
- 10.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.
- 10.2 CITY'S reuse of such documents without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY'S risk.
- 11.0 TERMINATION OF AGREEMENT.
- 11.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 11.2 CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to CONSULTANT; and CONSULTANT shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay CONSULTANT for all SERVICES performed in accordance with provisions of attachment C, COMPENSATION. Upon restart of a suspended project, payment shall be made to CONSULTANT in accordance with Attachment C, COMPENSATION.

- 12.0 NOTICE.
- 12.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.
- 12.1.1 To MATRIX CORPORATE: Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
- 12.1.2 To MATRIX PROJECT OFFICE: Matrix Design Group, Inc.
2020 North Central Avenue, Suite 1140
Phoenix, AZ 85004
- 12.1.3 To CITY: City of Bixby, Oklahoma
116 West Needles
Bixby, Oklahoma 74008
- 12.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.
- 13.0 UNCONTROLLABLE FORCES. Neither CITY nor CONSULTANT shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONSULTANT under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 14.0 SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
- 15.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B and C, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 16.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the CONSULTANT and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Development Services Director for resolution. If the Development Services Director is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 17.0 ASSIGNMENT. CONSULTANT shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as CONSULTANT may deem appropriate to assist CONSULTANT in the

performance of the SERVICES hereunder.

- 18.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Development Services Director of the City of Bixby, and any plans or reports not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the CONSULTANT. The CONSULTANT will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or City of Bixby presentations.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of Bixby or Contracting Authority.

(SEAL)
ATTEST

CONSULTANT (MATRIX)

Celeste Werner, Executive Vice President

(SEAL)
APPROVED: CITY OF BIXBY, OKLAHOMA

Mayor

Date: _____

APPROVED AS TO FORM:

RECOMMENDED:

City Attorney

Development Services Director

Attachment A
SCOPE OF SERVICES

Scope of Work (Updated: 03/07/2023)

Matrix has structured the project execution around several main tasks with multiple subtasks. A final, detailed scope of work (SOW) will commence at the City's 'Notice to Proceed' start date and end as determined by the City. This SOW and schedule will ensure a systematic and efficient process and is designed to meet the statutory and local requirements for the zoning and subdivision code regulations update for the City of Bixby.

Matrix will work closely with the City of Bixby throughout the project to ensure that all documents and deliverables comply with the City's requirements for readability and accessibility in accordance with the Americans with Disabilities Act (ADA).

Phase 1: Evaluation / Audit / Diagnostic and Stop-Gap Measures

The evaluations, assessments, and interviews during **Phase 1** will discover and outline the specific goals, concerns, experiences, data collection, and community character that the updated zoning and subdivision code should address and any potential changes that may be required to the comprehensive plan future land use map.

Task 1.1: Project Team Kick-off and Monthly Meetings

The purpose of the Project Management Team kick-off meeting is to define the roles and responsibilities of the City and Matrix project teams and to discuss information/data needs, public outreach concepts, as well as the best ways to collaborate and communicate through the process. This includes a shared understanding of expectations, confirmation of the scope, a refined stakeholder list, and reporting and information-sharing protocols. Matrix proposes to meet monthly for the duration of the project and hold project status and coordination and more frequently as needed at milestones and deliverables. The project status meetings will occur throughout the entirety of **Phase 1 and Phase 2**.

Task 1.2: Code and Plan Evaluation and Audit

Matrix will collect and analyze all adopted plans, codes, regulations, guidelines, standards, process guides, applications, the current zoning map, the future land use map, and other documents and will use them to identify gaps where the current zoning and subdivision codes fail to implement the adopted plans and where maps and regulations align and/or contradict the adopted plan vision, goals, policies, strategies, and intents. The evaluation and assessments in this task are supported by the interviews and meetings in **Tasks 1.4 and 1.5** and result in the Assessment Report in **Task 1.6**.

Subtask 1.2.1 Usability and Compliance Evaluation

Matrix will assess the adopted codes and maps for usability and compliance to identify opportunities for streamlining, reformatting, logic/flow improvements, and alignment with best practices, case law, and statute. Attention will be made to evaluating code structure and opportunities where illustrations and tables can improve code usability and understanding and implement the actions identified in the Comprehensive Plan such as aligning zoning districts more closely with the future land use plan, refining design guidelines, and modernizing the sign code for legal compliance and design.

Subtask 1.2.2 Best Practices and Enhancement Evaluation

Matrix will evaluate best practices and Bixby plan goals to identify approaches to regulate land subdivision and mixed uses, improve the performance of zoning districts and PUDs, revise parking standards, manage sensitive environmental areas, and integrate and enhance Highway 67 and Downtown Design guidelines into the zoning code. Community goals drive this evaluation to promote context-sensitive development, improve

Attachment A SCOPE OF SERVICES

the functionality of existing zoning districts, enhance the quality of life and economic opportunity, and protect sensitive natural areas. Matrix will identify approaches to implement Comprehensive Plan policies to promote parks, trails, linkages, biking, and walking opportunities in and between all residential developments and neighborhood-supportive commercial uses.

Subtask 1.2.3 Character/Developed Form Tour

Matrix will coordinate with the City project team to conduct a tour, or a guided tour of Bixby neighborhoods, corridors, and areas identified as character areas or areas in which the existing codes are not facilitating orderly, desirable, and efficient development. Having boots on the ground will help highlight the ways the code is hindering the community vision and provide insight into practical and desired development solutions.

Subtask 1.2.4 City Evaluation of Codes, Forms, and Processes

Matrix will provide the City with forms and materials to assist in the evaluation of adopted codes and maps, forms, and review process of the codes. Attention will be made to evaluating code structure and opportunities where illustrations and tables can improve code usability and understanding and implement the actions identified in the Comprehensive Plan such as aligning zoning districts more closely with the future land use plan, refining design guidelines, and modernizing the sign code for legal compliance and design and to identify problematic areas of the code which impede development from aligning with City vision and plans.

Task 1.3: Review Process Audit

Matrix will collect and analyze all development review procedures, applications, checklists, and other documents and will conduct a review process audit and examine all development review documents for usability, process duplication, compliance with code and statute, and other opportunities for improvement. Process and fees will also be assessed against best practices that are aligned with the City's business and development intents. Matrix will also recommend methods to implement Comprehensive Plan actions to encourage and expedite master plan and development review projects in the Downtown and River District or other identified areas of interest.

Task 1.4: City Technical Team Meeting (TIGER TEAM)

It is important to understand the City's enforcement, site plan, and plat review teams' experiences with the existing codes and the day-to-day review procedures for development. Matrix and City staff will meet to assess the financial aspects of enforcement and permitting, assess the performance of the zoning and subdivision regulations, identify gaps between plans and codes, and better understand the usability, enforcement, and implementation obstacles present with the existing regulations, and define the City enforcement and review teams goals and recommendations.

Task 1.5: Focus Group Interviews

Matrix will conduct up to eight (8) focus groups or one-on-one interviews with stakeholders identified by the City project team. This could include elected officials, planning commissioners, business groups and the business community, neighborhood representatives, education, community service, religious groups, and the development/construction community. The interviews will provide an external, non-city staff perspective on the codes and review procedures, guiding stop-gap methods and substantive updates that can improve codes and the development review process user experience.

Attachment A
SCOPE OF SERVICES

Task 1.6: Assessment Report

Matrix will produce a Code and Process Assessment Report that will document the audit and evaluation process and include a matrix identifying all code elements, process steps, forms, and documents that can be improved and enhanced. The report will also prioritize the potential changes and recommend strategies for implementing changes on a stop-gap and permanent basis to protect residents' quality of life and property values and promote development aligned with adopted plans.

Stop-Gap measures should be temporary and focused. This can include moratoriums while larger amendments are processed; policies to describe review/code intents; and targeted, precise amendments that streamline procedures, realign approval authority, relax standards, or intensely regulate development to prevent undesired development consequences.

Task 1.7: Assessment Report Coordination Meeting

Matrix will meet with the City project team to discuss and review the Assessment Report. This meeting will provide additional guidance for the stop-gap measures, review process improvements, potential comprehensive plan amendments, and substantive code and process updates, and confirm the priority, timing, and scope of the recommendations in the assessment.

Task 1.8: Assessment Report Joint Workshop

Matrix will prepare materials to present to a joint workshop of the Board of Adjustment, Planning Commission, and City Council to discuss and review the Assessment Report. The workshop will provide additional guidance for the stop-gap measures and substantive code and process updates and confirm the priority, timing, and scope of the recommendations in the assessment and confirm the conclusions and recommended steps.

Task 1.9 Stop-Gap and Interim Measures

Matrix will support the City's development of stop-gap and interim measures as deemed necessary and appropriate by the City. This includes providing research, best practices, recommendations, and review and written comments on draft materials. It is assumed that the City will be responsible for the development and processing of these measures and any necessary public hearings to implement them.

Deliverables Phase 1

- | | |
|---|---|
| ■ Project team kick-off meeting (virtual) | ■ Up to eight (8) stakeholder focus group interviews (in-person or virtual) |
| ■ Character areas survey or guided tour (in-person) | ■ Assessment report (electronic) |
| ■ One (1) City technical team interview (in-person) | ■ Assessment report team meeting (in-person) |
| ■ One (1) joint City Council/Planning Commission/Board of Adjustment Workshop (in-person) | ■ Input, review and written comment on City-led stop gap and interim measures |

Attachment A SCOPE OF SERVICES

Phase 2: Update Development Codes, Maps, & Forms

Phase 2 is written to describe the tasks necessary to conduct the overall rewrite/update of the zoning code, subdivision code, maps, and associated forms.

Task 2.1 Public Engagement Plan

The public engagement plan will be finalized at the conclusion of Phase 1. The plan will be developed with the client to ensure transparency with an overarching goal of establishing and reaffirming trust with the community, elected officials, and the development community.

Matrix is prepared to support the Development Code Updates to any engagement level necessary to ensure broad community support of the proposed amendments. For smaller amendments, this includes targeted interviews with select stakeholders and focus groups, technical team meetings, and workshops with the Planning Commission and City Council. For a large code update, in addition to the engagement methods noted previously, Matrix will support and facilitate community meetings and workshops, online questionnaires, and visual preference exercises and produce informational brochures that make complicated amendments easier to understand. *The meeting type and timing are draft and will be refined through the development of the final work plan and public engagement plan.*

Matrix recommends using traditional in-person and online engagement techniques to facilitate broad community engagement and reach residents who may not wish to or cannot participate in traditional engagement methods. We utilize engaging graphics, dynamic project websites, virtual meeting spaces, and online questionnaires to make it easy for everyone to participate.

Notice will be distributed through one or more of the following as determined by the Matrix and City project teams: Bixby Beacon, Eblasts, Utility Bill inserts, Facebook, Twitter, other Social Media, project website, and City website. Matrix will develop all necessary social media posts, websites, questionnaires, and notices for distribution by the City.

Task 2.2 Joint Board/Commission/Council Workshops

Matrix will facilitate and prepare materials for up to three (3) joint workshops with the commission, board, and council through the coder development process. One will occur at project initiation to familiarize with the process and receive initial guidance and feedback on priority topics. The second will occur mid-project for a review of code concepts and additional guidance. The final will be at the time a public draft is complete and will be the final opportunity for the board, commission, and council to review the draft code before the public hearings for review and adoption. These workshops will be aligned in timing and agenda with the public community meetings and steering committee meetings.

Task 2.3 One-on-One Engagement with Council

Matrix will conduct up to twelve (12) 30-minute touchpoints (virtual preferred, in-person as appropriate) throughout the code development process with client-identified elected and appointed officials. The purpose of these touchpoints is to uncover new information, experiences, or feedback that could inform the code development and to discuss potential amendments to priority needs.

Attachment A
SCOPE OF SERVICES

Task 2.4 Community Meetings

Matrix will conduct up to three (3) community meetings during the code development process. All will be in-person meetings. One will occur at project initiation to familiarize with the process and receive initial guidance and feedback on priority topics. The second will occur mid-project for a review of code concepts and additional guidance. The final will be at the time a public draft is complete and will be the final opportunity for public comment prior to the public hearing process. Matrix will prepare all materials, notices, boards, presentations, and maps necessary for the meetings and the City shall be responsible for distributing those notices.

Task 2.5 Steering Committee

Matrix and the City will determine the composition and specific purpose of a development code steering committee. This committee will provide technical guidance from those who administer the code, enforce the code, and use the code to develop in Bixby.

Matrix will conduct up to three (3) steering meetings during the code development process. All will be in-person meetings. One will occur at project initiation to familiarize with the process and receive initial guidance and feedback on priority topics. The second will occur mid-project for a review of code concepts and additional guidance. The final will be at the time a public draft is complete and will be the final opportunity for public comment prior to the public hearing process. Matrix will prepare all materials, notices, boards, presentations, and maps necessary for the meetings and the City shall be responsible for distributing those notices.

Task 2.6 Draft Code and Map Amendments

Matrix will prepare working drafts of the code amendments for the project and technical team/City staff review. The draft will be developed and submitted for review in components/sections unless otherwise determined by the project teams. Matrix will be available for frequent communication through the City's review of the working drafts and coordinate to receive and record all working draft comments at the conclusion of the review. We will produce a comment tracker to identify how the comment was addressed.

Task 2.7 Public Draft, Hearing Draft and Final Hearing Maps, Forms, and Code Amendments

Matrix will produce Public Draft, Hearing Drafts, and Final Hearing Code Amendments that are suitable for review by the public and at public workshops, meetings, and hearings. Matrix will coordinate with staff to address all received comments, changes and/or conditions of approval that the Commission and Council may require. All comments will be recorded, and the comment tracker will be updated with the action taken for each one to produce any Final amendments required. During this task, Matrix will also develop draft and final forms and maps related to the code amendments.

Task 2.8 Public Hearings

Matrix will support and attend all required Commission and Council public hearings (in-person) to facilitate the adoption of the amendments to the level required by the City of Bixby, producing meeting materials, presentations, graphics, maps, and other documents as determined by the City and in the Work Plan.

Task 2.9 Contingency City Council Hearing

Matrix will support and attend up to one (1) contingency City Council Hearing (in-person) as determined by the City. Matrix will produce meeting materials, presentations, graphics, maps, and other documents as determined by the City and in the Work. This contingency is illustrated in the proposed fee.

Attachment A
SCOPE OF SERVICES

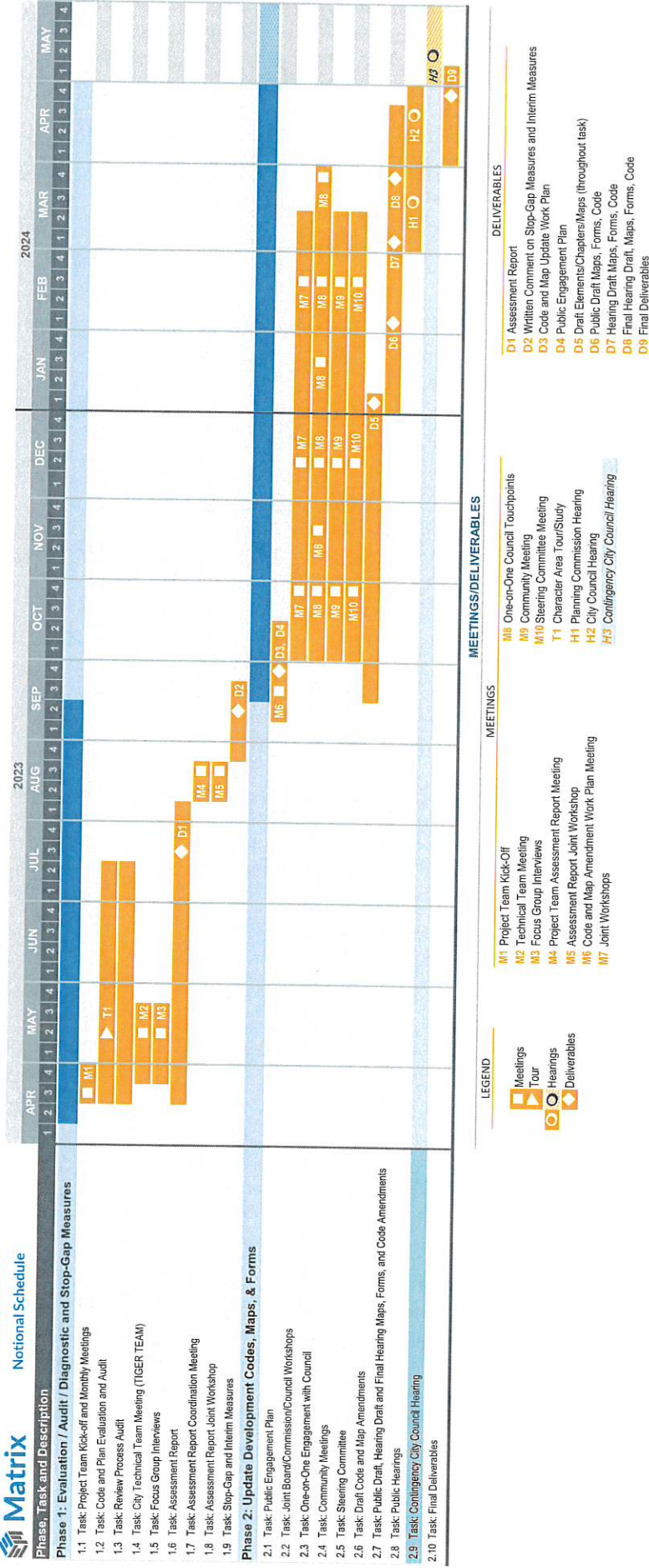
Task 2.10 Final Deliverables

Matrix will provide final electronic copies of all code, forms, and map deliverables in Microsoft Word, PDF, and GIS formats compatible with the City systems.

Deliverables Phase 2

- Final development code and map work plan (electronic)
- Public engagement plan (electronic)
- Meetings, brochures, notices, presentations, digital materials, and other materials as determined by the work plan and public engagement plan (printed and electronic)
- Up to twelve (12) 30-minute touchpoint meetings with client-identified officials (in-person/virtual)
- Up to three (3) joint commission/board/council workshops (in-person)
- Up to two (2) map drafts per map update (up to three (3) full-size prints per draft and electronic files)
- Up to three (3) joint community meetings (in-person)
- Up to three (3) steering committee meetings (in-person)
- Working draft amendments and tracker (electronic)
- Public draft amendment and tracker (electronic)
- Hearing draft amendment and tracker (electronic)
- Up to one (1) Planning Commission hearing and one (1) City Council hearing (in person)
- One (1) final map per map update (up to five (5) full-size prints per final map and electronic files)
- Final hearing draft amendment, maps, forms, and tracker (electronic)
- Up to one (1) contingency City Council hearing as determined by the City (in-person)

Attachment A
 SCOPE OF SERVICES



AGREEMENT
FOR
PROFESSIONAL SERVICES
BIXBY COMPREHENSIVE PLAN UPDATE
RESPONSIBILITIES OF THE CITY
ATTACHMENT B

- B. RESPONSIBILITIES OF THE CITY. The CITY agrees:
- B.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the CONSULTANT:
- B.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY which may be useful in the work involved under this AGREEMENT.
- B.2 Access. To current City GIS files for CONSULTANT'S use.
- B.3 Staff Assistance. To furnish the services of at least one of CITY'S employees or staff who has right of entry to, and who has knowledge of, CITY'S facilities relating to this Project.

AGREEMENT
FOR
PROFESSIONAL SERVICES
BIXBY ZONING CODE AND SUBDIVISION REGULATIONS UPDATE
COMPENSATION
ATTACHMENT C

C. COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment A, the following fees, payable monthly as each Task of the project progresses; and within 30 calendar days of receipt of invoice. CONSULTANT shall submit monthly invoices based upon estimate of the proportion of the total services actually completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

C.1 Each TASK shall be invoiced as a LUMP SUM Fee LUMP SUM

PHASE 1: EVALUATION / AUDIT / DIAGNOSTIC AND STOP GAP MEASURES

• TASK 1.1: PROJECT TEAM KICK-OFF AND MONTHLY MEETINGS	<u>(\$15,440.00)</u>
• TASK 1.2: CODE AND PLAN EVALUATION AND AUDIT	<u>(\$22,529.00)</u>
• TASK 1.3: REVIEW PROCESS AUDIT	<u>(\$11,948.00)</u>
• TASK 1.4: CITY TECHNICAL TEAM MEETING	<u>(\$15,713.00)</u>
• TASK 1.5: FOCUS GROUP INTERVIEWS	<u>(\$14,949.00)</u>
• TASK 1.6: ASSESSMENT REPORT	<u>(\$15,310.00)</u>
• TASK 1.7: ASSESSMENT REPORT MEETING	<u>(\$5,505.00)</u>
• TASK 1.8: ASSESSMENT REPORT JOINT WORKSHOP	<u>(\$8,562.00)</u>
• TASK 1.9: STOP-GAP AND INTERIM MEASURES	<u>(\$8,390.00)</u>

PHASE 1 SUBTOTAL **(\$118,345.00)**

PHASE 2: UPDATE DEVELOPMENT CODES, MAPS, FORMS

• TASK 2.1: PUBLIC ENGAGEMENT PLAN	<u>(\$5,329.00)</u>
• TASK 2.2: JOINT / BOARD / COMMISSION / COUNCIL WORKSHOPS	<u>(\$36,312.00)</u>
• TASK 2.3: ONE-ON-ONE ENGAGEMENT WITH COUNCIL	<u>(\$8,980.00)</u>
• TASK 2.4: COMMUNITY MEETINGS	<u>(\$18,000.00)</u>
• TASK 2.5: STEERING COMMITTEE	<u>(\$20,468.00)</u>
• TASK 2.6: DRAFT CODE AND MAP AMENDMENTS	<u>(\$42,170.00)</u>
• TASK 2.7: PUBLIC DRAFT, HEARING DRAFT AND FINAL HEARING MAPS, FORMS, AND CODE AMENDMENTS	<u>(\$24,060.00)</u>
• TASK 2.8: PUBLIC HEARINGS	<u>(\$11,272.00)</u>
• TASK 2.9: CONTINGENCY CITY COUNCIL HEARING	<u>(\$5,413.00)</u>
• TASK 2.10: FINAL DELIVERABLES	<u>(\$5,160.00)</u>

PHASE 2 SUBTOTAL **(\$177,164.00)**

Summary of Phase 1 and 2 Tasks

Total LUMP SUM = (\$295,509.00)

Two hundred ninety-five thousand five hundred nine and 00 cents Total = (\$295,509.00)

- C.2 Sub-consultants and Other Professional Associates. Separate compensation shall not be made for services of subcontractors and other professional consultants.
- C.3 Other CONSULTANT Services, not included in the foregoing, when authorized in writing by the CITY, shall be paid for by Amendment or separate invoice.
- C.4 Compensation for travel expenses is included in the Lump Sum fee above. No additional compensation shall be made for travel expenses.
- C.5 Compensation for reproduction and printing costs is included in the Lump Sum fee above. No additional compensation shall be made for reproduction or any other direct costs.
- C.6 TERMINATED SERVICES. If this AGREEMENT is terminated, CONSULTANT shall be paid for services performed to the effective date of termination.
- C.7 CONDITIONS OF PAYMENT. If CITY fails to make payments due CONSULTANT within thirty (30) days of the submittal of any progress payment invoice PLANNING CONSULTANT may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.