

City Council Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
October 23, 2023 at 6:00 PM

Notice and 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 October 20, 2023, on or before 5:00 p.m.

Call to Order

Mayor Guthrie called the Bixby City Council Meeting to order at 6:00 p.m.

Roll Call

Assistant City Clerk, Gladys Gill, proceeded to call the roll and the following individuals were present:

Members Present

Mayor Guthrie
Vice Mayor Founds
Councilor Girard
Councilor Revelis
Councilor Hirshey

Staff Present

Jared Cottle, City Manager
Gladys Gill, Assistant City Clerk
Phil Frazier, City Attorney
Charles Barnes, Finance Director
Bea Aamodt, Public Works Director
Joey Wiedel, Development Services Director
Todd Blish, Police Chief
Justin Dowd, City Engineer
Bryan Toney, Public Information Officer

Pledge of Allegiance

Invocation

Consent Agenda

- 1) Minutes for the Work Session dated 10/09/23.
- 2) Minutes for the City Council Meeting dated 10/09/23.
- 3) Minutes for the Special Meeting dated 10/16/23.

- 4) Consider and/or approve the Rental Agreement for an ice chiller with Oklahoma Chiller as a single source vendor for the 2023 Skating Rink Season.
- 5) Consider and/or approve an Operating Agreement with Bixby's Winter Wonderland LLC for the ice skating rink for the 2023 season.
- 6) Consider and/or approve surplus equipment for various departments. (General Fund's portion).
- 7) Consider and/or approve Site Plan (BXSP 23.11) for Courts and Commons located at 7921 East 119th Drive, Bixby, Oklahoma.
- 8) Consider and/or approve a request from the Downtown Facade Grant Program Application for Tulsa County Library, located at 20 East Breckenridge Avenue, Bixby, Oklahoma 74008, in the amount of \$10,000.
- 9) Consider and/or approve a request from the Downtown Facade Grant Program Application for BRS LLC, located at 106 N Armstrong, Bixby, Oklahoma, 74008, in the amount of \$10,000.
- 10) Consider and/or approve the Deed of Dedication for ROW at Kingston Street.
- 11) Notice taken by City Council of withdrawal of drainage easement agreement for Lot 21, Block 21, Midland Addition
- 12) Consider acceptance of a roadway right-of-way donation by Tom Wenrick, North West Corner of Eagle Rock Addition, 141st and Sheridan.

Mayor Guthrie said Items 1-12 on the Consent Agenda are up for discussion and consideration.

Mayor Guthrie requested clarification on items 8 & 9 of the consent agenda, regarding the amount that the city would match. Assistant City Planner Gwen Plante explained to the council that the city's contribution would be a 50/50 match, with a maximum limit not to exceed \$10,000.00.

Councilor Hirshey asked about item 12 on the consent agenda. Hirshey wanted to know if the right-of-way along 141st Street would be modified. City Manager, Jared Cottle let him know that it would not.

Mayor Guthrie asks for a motion to approve items 1-12. Councilor Revelis made a motion to approve, seconded by Councilor Girard. The vote was taken with the following results:

Carried: 5-0

Ayes: Revelis, Girard, Hirshey, Founds, Guthrie

Nays: 0

Regular Agenda

- 1) Administration of the Oath of Office for Police Officer.

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

Item presented by Todd Blish, Chief of Police

Others who spoke: None

Chief Blish issued the Oath of Office to 3 Police Officers.

- 2) Consider and take action on Ordinance 2451, revoking Ordinances 669, 670, and 680.

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

Item presented by Phil Frazier, City Attorney

Others who spoke:

Phil Frazier recommended revoking ordinances 669, 670, and 680 due to their inadvertent passing and publication 23 years ago.

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

Carried:5-0

Ayes: Girard, Founds, Revelis, Hirshey, Guthrie

Nays: 0

- 3) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2451 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 Phil Frazier, City Attorney

Others who spoke: None

City Attorney Phil Frazier advises the council that it is in the best interest of the public welfare and safety of the citizens that the emergency clause be considered to pass.

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

Carried:5-0

Ayes: Girard, Founds, Revelis, Hirshey, Guthrie

Nays: 0

- 4) Discussion and possible approval of Ordinance 2452 Bixby Zoning (BXZO) 23.10, Rezoning for Pittman Commercial, a proposed amendment to a zoning district in the City of Bixby from Agriculture (AG) to Commercial Shopping (CS) contains 1.64 acres in Section 25, Township 17N Range 13E, located approximately one-half mile South of 161st Street and East of Memorial Drive.

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

Item presented by Joey Wiedel, Development Services Director

Others who spoke: None

Joey Wiedel presented to the council a proposed amendment to a zoning district going from Agriculture (AG) to Commercial Shopping (CS). Councilor Hirshey asked for clarification on the exhibits that were provided.

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

Carried: 5-0

Ayes: Revelis, Hirshey, Girard, Founds, Guthrie

Nays: 0

- 5) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2452 making it effective immediately upon passage and approval.

Mayor Guthrie said item 5 on the Regular Agenda is up for discussion and consideration.

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

Carried: 5-0

Ayes: Founds, Hirshey, Girard, Revelis, Guthrie

Nays: 0

- 6) Discussion and possible approval of Ordinance Number 2453 Bixby Zoning (BXZO) 23.09, Rezoning for Robinson Ranch South, a proposed amendment to a zoning district in the City of Bixby, from Agriculture (AG) to Residential Single Family (R.S.-3), to allow for a Residential Development in Bixby Planned Unit Development (BXPUD) 23.04, contains 41.320 acres in Section 25, Township 17N, Range 13E, located approximately one-half mile South of 161st Street and East of Memorial Drive.

Mayor Guthrie said item 6 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services Director

Others who spoke: Megan Pasco, Tanner Consulting

Joey Wiedel presented to the council a proposed amendment to a zoning district going from Agriculture (AG) to Residential (R.S.-3). Mayor Guthrie asked to hear from the applicant, Tanner Consulting. Megan Pasco, with Tanner Consulting, gave the council an overview of the proposed development. Councilor Girard asked for clarification on the differences between R.S.-2.5 and R.S.-3. During a recent meeting, City Manager Jared Cottle explained that the primary difference between the R.S.-3 and R.S.-2.5 zoning designations is the lot area. R.S.-3 has a 70-foot lot, while R.S.-2.5 has a 65-foot lot. The standard zoning for this area, without a Planned Unit Development (PUD), is R.S.-2.5. Mr. Cottle also clarified for Councilor Hirshey that R.S.-3 zoning requires a PUD.

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

Carried: 4-1

Ayes: Revelis, Hirshey, Founds, Guthrie

Nays: Girard

- 7) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2453 making it effective immediately upon passage and approval.

Mayor Guthrie said item 7 on the Regular Agenda is up for discussion and consideration.

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

Carried: 5-0

Ayes: Founds, Revelis, Girard, Hirshey, Guthrie

Nays: 0

- 8) Discussion and possible approval of Ordinance number 2454 Bixby Planned Unit Development (BXPUD) 23.04, Planned Unit Development for Robinson Ranch, containing 41.320 acres in Section 25, Township 17N, Range 13E, located at approximately 169th Street South and South Memorial Drive.

Mayor Guthrie said item 8 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services Director

Others who spoke: Megan Pasco, Tanner Consulting; Greg Pittman, Property Owner; Kevin Renegar, Bixby Resident

Joey Wiedel presented to the council a PUD for Robinson Ranch South. Vice Mayor Founds asked if there are any differences between the current Robinson Ranch addition and the proposed Robinson Ranch South addition pertaining to the PUD. Mr. Wiedel confirmed that there are no differences. Councilor Hirshey asked for clarification regarding road access and the width of the road. The applicant, Magon Pasco from Tanner Consulting, provided clarification on the access roads and their measurements. Councilor Hirshey also asked about the retention areas and drainage within the development. Discussion ensued. Councilor Hirshey wanted to note that he disagrees with the PUD process. Jared assured Councilor Hirshey that the applicant could update all the exhibits and add them to the final PUD.

Councilor Girard asked Mr. Cottle if he had any insight on future plans for Highway 64 by ODOT. Property owner Greg Pittman wanted to clarify that there is a second entrance to the mobile home park next to the location in question.

Bixby Resident, Kevin Renegar voices his concern regarding flooding in the area. Councilor Girard also voiced his concern about the flooding in the area and asked Tanner Consulting if they would be addressing drainage within the proposed development. Discussion ensued. Councilor Hirshey asked for clarification regarding the road that is not included in the proposed development. Discussion ensued.

Mayor Guthrie asks for a motion to approve item 8. Councilor Hirshey made a motion to approve item 8 with the resubmittal of the site plan showing the designations and geometry of all the collector streets, as well as updating the layout depicting the redesign of the east/west streets and collector streets north and south near reserve A. The impact of such requires the geometry of reserves A and C to be modified, as shown, the motion was seconded by Councilor Revelis. The vote was taken with the following results:

Carried: 4-1

Ayes: Hirshey, Revelis, Founds, Guthrie

Nays: Girard

- 9) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2454 making it effective immediately upon passage and approval.

Mayor Guthrie said item 9 on the Regular Agenda is up for discussion and consideration.

Mayor Guthrie asks for a motion to approve item 9. Councilor Hirshey made a motion to approve, seconded by Councilor Revelis. The vote was taken with the following results:

Carried: 5-0

Ayes: Hirshey, Revelis, Girard, Founds, Guthrie

Nays: 0

- 10) Discussion and possible approval of Ordinance number 2455 Bixby Specific Use Permit (BXSUP) 23.04, Specific Use Permit for Fix Automotive, containing 1.17 acres in Section 1, Township 17N, Range 13E, located at 12105 South Memorial Drive.

Mayor Guthrie said item 10 on the Regular Agenda is up for discussion and consideration. Item presented by Joey Wiedel, Development Services Director
Others who spoke:

Mayor Guthrie recused himself from discussions on item 10 as the applicant happened to be a commercial tenant of his. Mayor Guthrie exited the Council Chambers at 7:00 p.m. and was not present during the discussion of item 10.

Vice Mayor Founds said item 10 on the Regular Agenda is up for discussion and consideration.

Joey Wiedel presented to the council a proposed Specific Use Permit (SUP) for Fix Automotive to allow Automotive and Allied Activities within the Commercial Shopping (CS) district. The requested SUP for Automotive Repair falls under Use Unit 17: Automotive and Allied Activities, which allows for vehicle repair and service except for painting. Mr. Wiedel did add that the applicant would have a side/rear portion of the property fenced, and all the vehicles would be located behind the fencing. Staff recommends approval with the applicant willing to comply with the corridor appearance. Applicant, Larry Ham spoke on this item to answer any additional questions from the council. Mr. Wiedel also added that if the applicant intends to modify the building's usage to include painting, they must obtain approval from a Building Official and a Fire Marshal by bringing the building up to code to allow for such use, along with having to go through the Planning Commission process again.

Vice Mayor Founds asked for a motion to approve item 10. Councilor Girard made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Ayes: Girard, Hirshey, Revelis, Founds

Vice Mayor Founds requested a friendly amendment to the first motion to include that the applicant will adhere to the corridor appearance of Memorial Drive. The motion was seconded by Councilor Girard. The vote was taken with the following results:

Carried: 4-0 with Corridor amendment

Ayes: Founds, Girard, Revelis, Hirshey

Nays: 0

Mayor Guthrie was not present during the votes.

- 11) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2455 making it effective immediately upon passage and approval.

Vice Mayor Founds said item 11 on the Regular Agenda is up for discussion and consideration.

Vice Mayor Founds asks for a motion to approve item 11. Councilor Girard made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried 4-0

Ayes: Girard, Hirshey, Revelis, Founds

Nays: 0

Mayor Guthrie was not present during the vote.

Mayor Guthrie returned to the Council Chambers at 7:13 p.m.

- 12) Discussion and possible approval of Ordinance Number 2456 Bixby Comprehensive Plan (BXCP) 23.02, Amendment to the Comprehensive Plan for The Fountains, Neighborhood Commercial to Medium Density Residential, to allow for R.S.-3 (Residential Single Family) development, contains 10.803 acres in Section 36, Township 18, Range 13E, located Northwest Corner of 121st and South Mingo Road.

Mayor Guthrie said item 12 on the Regular Agenda is up for discussion and consideration.
Item presented by Joey Wiedel, Development Services Director
Others who spoke: Megan Pasco, Tanner Consulting

Joey Wiedel presented an amendment to the Comprehensive Plan for The Fountains to the council. The proposed zoning is Residential Single Family (RS-3) and Commercial Shopping (CS) with PUD. Councilor Hirshey inquired if access to reserve B was added as recommended during a Work Session meeting. Megan Pasco of Tanner Consulting (applicant) addressed the 3rd point of entrance to reserve B on the north. Discussion ensued. Councilor Girard asked about the proposed fencing between the commercial property and residential. Discussion ensued.

Mayor Guthrie asks for a motion to approve item 12. Councilor Girard made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried: 5-0

Ayes: Girard, Founds, Revelis, Hirshey, Guthrie

Nays: 0

- 13) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2456 making it effective immediately upon passage and approval.

Mayor Guthrie said item 13 on the Regular Agenda is up for discussion and consideration.

Mayor Guthrie asks for a motion to approve item 13. Councilor Girard made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried: 5-0

Ayes: Girard, Founds, Hirshey, Founds, Guthrie

Nays: 0

- 14) Discussion and possible approval of Ordinance Number 2457 Bixby Zoning (BXZO) 23.08, Rezoning for The Fountains, a proposed amendment to a zoning district in the City of Bixby, from Commercial Shopping to (R.S.-3) Residential Single Family, to allow for a Residential Development in Bixby Planned Unit Development (BXPUD) 23.03, contains 10.803 acres in Section 36, Township 18, Range 13E, located Northwest Corner of 121st and South Mingo Road.

Mayor Guthrie said item 14 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services Director

Others who spoke: None

Mayor Guthrie asks for a motion to approve item 14. Councilor Hirshey made a motion to approve the zoning to RS-3 as noted, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried: 5-0

Ayes: Hirshey, Founds, Girard, Revelis, Guthrie

Nays: 0

- 15) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2457 making it effective immediately upon passage and approval.

Vice Mayor Founds said item 15 on the Regular Agenda is up for discussion and consideration.

Vice Mayor Founds asks for a motion to approve item 15. Councilor Hirshey made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried: 5-0

Ayes: Revelis, Founds, Girard, Hirshey, Guthrie

Nays: 0

- 16) Discussion and possible approval of Ordinance number 2458 Bixby Planned Unit Development (BXPUD) 23.03, Planned Unit Development for The Fountains, containing 15.436 acres in Section 36, Township 18, Range 13E, located on the Northwest Corner of 121st and South Mingo Road.

Mayor Guthrie said item 16 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services Director

Others who spoke: Megan Pasco, Tanner Consulting

Councilor Hirshey inquired about the size of retention ponds in the preliminary plat and suggested to the applicant, Tanner Consulting, to include this information in future PUDs.

Mayor Guthrie asks for a motion to approve item 16. Councilor Hirshey made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried: 5-0

Ayes: Hirshey, Founds, Girard, Revelis, Guthrie

Nays: 0

- 17) Discussion, consideration, and possible vote for approval of an emergency clause for Ordinance No. 2458 making it effective immediately upon passage and approval.

Vice Mayor Founds said item 17 on the Regular Agenda is up for discussion and consideration.

Vice Mayor Founds asks for a motion to approve item 17. Vice Mayor Founds made a motion to approve, seconded by Councilor Revelis. The vote was taken with the following results:

Carried: 5-0

Ayes: Founds, Revelis, Girard, Hirshey, Guthrie

Nays: 0

- 18) Discussion and possible approval of Bixby Preliminary Plat (B.X.P.T.) number 23.14, for The Fountains, 15.436 acres, containing two (2) Development Areas with forty-eight (48) lots, seven (7) blocks, and two (2) reserve areas, in Section 36, Township 18, Range 13E, located on the Northwest Corner of 121st and South Mingo Road.

Mayor Guthrie said item 18 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services Director

Others who spoke: Megan Pasco, Tanner Consulting

Councilor Hirshey inquired about what would be on the Final Plat that is not already demonstrated on the Preliminary Plat. Magan Pasco stated that the only thing that may be added would be limits on no access and possible minor changes. Joey Wiedel added that the city would be looking at the gates and the utilities for fire hydrant locations. Jared Cottle added that utility companies would also identify their utility corridors.

Mayor Guthrie asks for a motion to approve item 18. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried: 5-0

Ayes: Founds, Hirshey, Girard, Revelis, Guthrie

Nays: 0

- 19) Discussion, consideration, and possible vote to award the bid for the installation of Holiday Decorations on the Downtown Street Poles for the 2023 season.

Mayor Guthrie said item 19 on the Regular Agenda is up for discussion and consideration.

Item presented by Officer Bryan Toney, Public Information Officer

Others who spoke: Jared Cottle, City Manager

Officer Toney presented to the council the bid submitted for installing holiday decorations in the downtown area of Bixby. Councilor Girard asked if the proposed amount aligned with past expenditures. Officer Toney assured that all street poles would be decorated this year. Jared Cottle stated that staff would look into adding decorations to the light poles near the 151st corridor if feasible. Councilor Girard also asked Officer Toney which fund would pay for decorations and service. Officer Toney answered that the Economic Development fund would cover the cost.

Phil Frazier inquired about the completion date and if that information was in the contract. Mayor Guthrie recommended that the bid notes be included as exhibit A in the contract.

Mayor Guthrie asks for a motion to approve item 19. Councilor Girard made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried: 5-0

Ayes: Girard, Founds, Revelis, Hirshey, Guthrie

Nays: 0

- 20) City Manager's Report

City Manager Jared Cottle gave an update on upcoming events:

- Game Days in the District on Oct. 27
- Buy Bixby starts on Oct. 29
- Trick-or-treating is designated on Oct. 31
- Daylight Savings is Nov. 5
- City offices closed for Veterans Day on Nov. 10
- Open House on Nov. 14th from 6 p.m. to 8 p.m.
- Free Landfill Day is on Nov. 10 and Nov. 11 at the Quarry Landfill

- 21) 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.

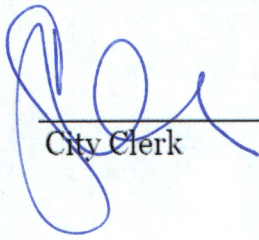
No new business to discuss.

- 22) Adjournment

An adjournment was called at 7:46 p.m.



Mayor


City Clerk



SITE LAST VISTED: 09/27/2023

April/May 2022	Bixby	Hectorville	Cumulative	
7 Day Rainfall	6.34	12.2	18.54	
14 Day Rainfall	7.8	15.2	23	
May Total Through 5/5	6.1	8.82	14.92	April/May Total
April Total	2.37	4.14	6.51	21.43

April/May 2015	Bixby	Hectorville	Cumulative	
7 Day Rainfall	10.04	9.63	19.67	
14 Day Rainfall	12.23	11.93	24.16	
May Total	18.5	19.49	37.99	April/May Total
April total rainfall	4.38	4.16	8.54	46.53

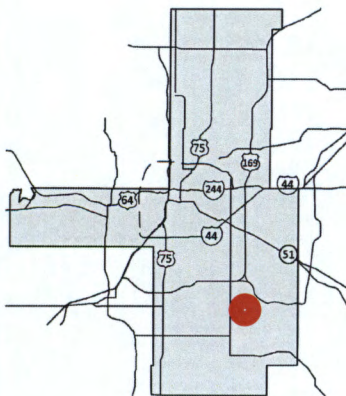
May/June 2015	Bixby	Hectorville	Cumulative	
7 Day Rainfall before flood event	6.62	8.9	15.52	
14 Day Rainfall	6.62	8.9	15.52	
June Total	6.62	8.9	15.52	May/June Total
May Total	18.5	13.05	31.55	47.07

April/May 2019	Bixby	Hectorville	Cumulative	
7 Day Rainfall	6.41	6.13	12.54	
14 Day Rainfall	8.98	8.31	17.29	
May Total	18.5	13.05	31.55	April/May Total
April Total	3.92	3.68	7.6	39.15

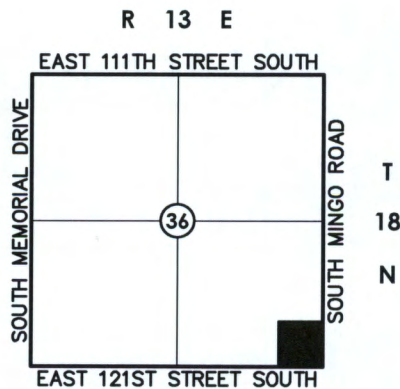
The Fountains

Item 18
Regular
Agenda

A PLANNED UNIT DEVELOPMENT (PUD) OF 15.436 ACRES (ZONING AREA) AT THE
NORTHWEST CORNER OF EAST 121ST STREET SOUTH AND SOUTH MINGO ROAD



TULSA COUNTY



Location Map



OCTOBER 2023

OWNER/DEVELOPER:
SOONER DEVELOPMENT, LLC

APPLICANT/CONSULTANT:
TANNER CONSULTING LLC
c/o Megan Pasco
5323 S LEWIS AVE
TULSA, OK 74105
mpasco@tannerbaitshop.com

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I. Property Descriptions

The Fountains ("site" or "project") consists of 15.436 acres located at the northwest corner of East 121st Street South and South Mingo Road in Bixby, Oklahoma, and is more particularly described as follows:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°39'46" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 815.01 FEET; THENCE NORTH 1°06'23" WEST FOR A DISTANCE OF 825.01 FEET; THENCE NORTH 88°39'46" EAST FOR A DISTANCE OF 815.01 FEET TO A POINT ON THE EAST LINE OF THE SE/4 SE/4; THENCE SOUTH 1°06'23" EAST AND ALONG SAID EAST LINE FOR A DISTANCE OF 825.01 FEET TO THE POINT OF BEGINNING.

Development Area A contains 4.633 acres and is more particularly described as follows:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SE/4 SE/4; THENCE SOUTH 88°39'46" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4 FOR A DISTANCE OF 555.01 FEET; THENCE NORTH 1°06'23" WEST AND PARALLEL WITH THE EAST LINE OF THE SE/4 SE/4 FOR A DISTANCE OF 295.54 FEET; THENCE NORTH 88°53'37" EAST AND PERPENDICULAR TO THE EAST LINE FOR A DISTANCE OF 235.00 FEET; THENCE NORTH 1°06'23" WEST AND PARALLEL WITH THE EAST LINE FOR A DISTANCE OF 120.00 FEET; THENCE NORTH 88°53'37" EAST AND PERPENDICULAR TO THE EAST LINE FOR A DISTANCE OF 320.00 FEET TO A POINT ON THE EAST LINE; THENCE SOUTH 1°06'23" EAST AND ALONG THE EAST LINE FOR A DISTANCE OF 413.31 FEET TO THE POINT OF BEGINNING.

Development Area B contains 10.803 acres and is more particularly described as follows:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°39'46" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4 FOR A DISTANCE OF 555.01 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 88°39'46" WEST AND CONTINUING ALONG THE SOUTH LINE FOR A DISTANCE OF 260.00 FEET; THENCE NORTH 1°06'23" WEST FOR A DISTANCE OF 825.01 FEET; THENCE NORTH 88°39'46" EAST FOR A DISTANCE OF 815.01 FEET TO A POINT ON THE EAST LINE OF THE SE/4 SE/4; THENCE SOUTH 1°06'23" EAST AND ALONG SAID EAST LINE FOR A DISTANCE OF 411.71 FEET; THENCE SOUTH 88°53'37" WEST AND PERPENDICULAR TO THE EAST LINE FOR A DISTANCE OF 320.00 FEET; THENCE SOUTH 1°06'23" EAST AND PARALLEL WITH THE EAST LINE FOR A DISTANCE OF 120.00 FEET; THENCE SOUTH 88°53'37" WEST AND PERPENDICULAR TO THE EAST LINE FOR A DISTANCE OF 235.00 FEET; THENCE SOUTH 1°06'23" EAST AND PARALLEL WITH THE EAST LINE FOR A DISTANCE OF 295.54 FEET TO THE POINT OF BEGINNING.

II. Development Concept

The Fountains is a mixed-use Planned Unit Development (PUD) located at the northwest corner of East 121st Street South and South Mingo Road in the City of Bixby. The project proposes commercial land concentrated at the arterial street intersection and transitioning to a gated senior living community alongside existing residential neighborhoods. As planned, generous open space in the center of the development will provide room for stormwater drainage and detention while creating an inviting space for a neighborhood walking trail.

The City of Bixby 2018 Comprehensive Plan designates this site as both Commercial and Neighborhood Commercial. Considering the existing adjacent residential uses, lack of designated senior-living communities in the area, and current trends in commercial development, the proposed site plan is an appropriate use in this area. To better align the proposed land uses with the comprehensive plan, a companion application has been filed for an amendment to the comprehensive plan to redesignate the map from "Commercial" and "Neighborhood Commercial" to "Neighborhood Commercial" and "Medium Density Residential". Exhibit D is an excerpt of the existing future land use map and Exhibit E reflects the proposed comprehensive plan amendment.

To further facilitate this PUD, a rezoning application has been filed, which proposes to rezone the site from Agricultural District (AG) and Commercial Shopping Center District (CS) to Commercial Shopping Center District (CS) and Residential Single-Family High-Density District (RS-3). Existing zoning is shown on Exhibit F and proposed zoning is reflected on Exhibit G.

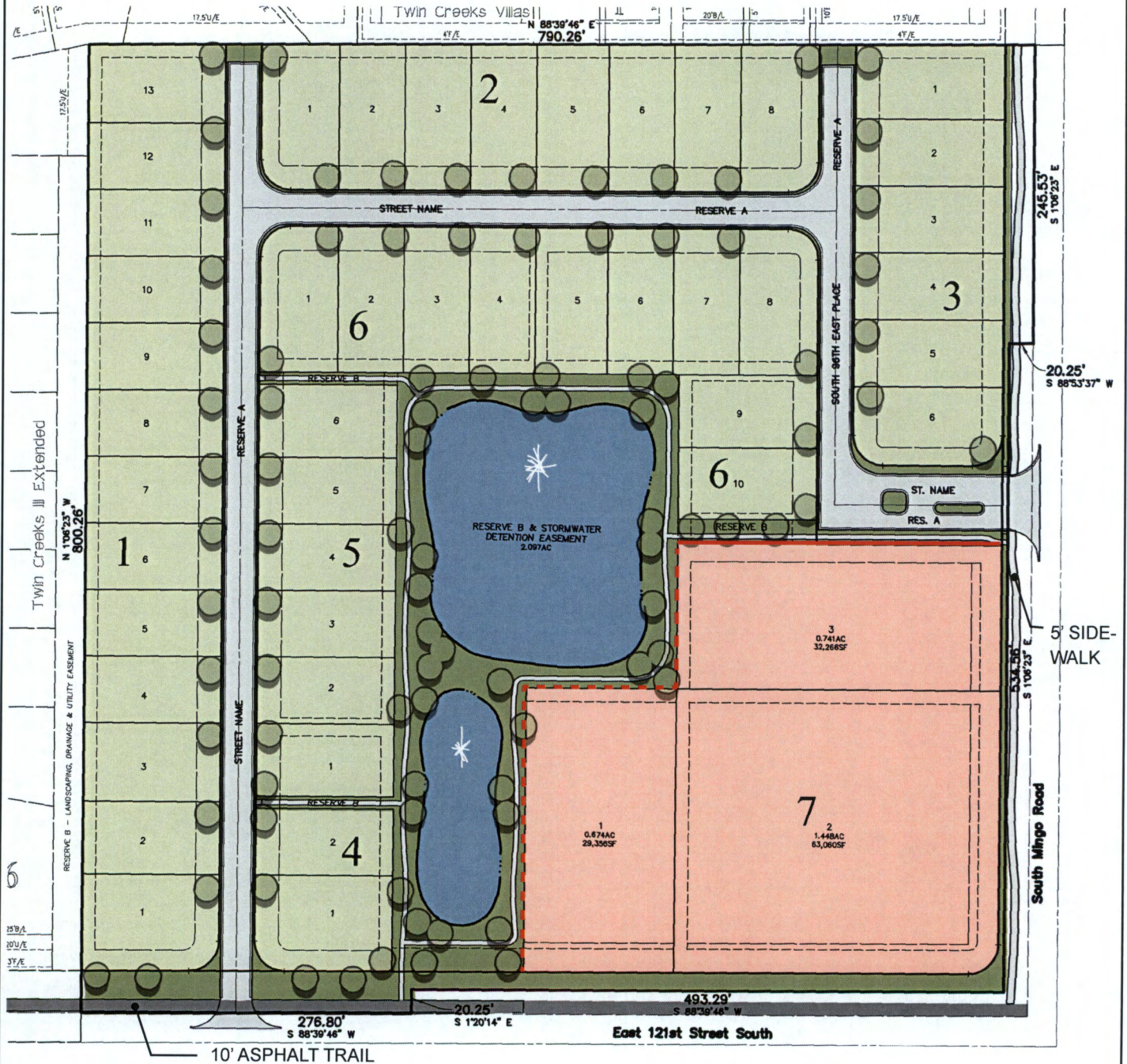
Although zoning code section 11-7B-4 would permit 56 dwelling units on 10.803 acres zoned RS-3, this PUD restricts development area B to 50 dwelling units. Additionally, higher development standards (including minimum dwelling size and minimum masonry requirements) than required under the existing zoning code provisions have been specified.

Final development area boundaries shall be established by required subdivision plats, provided that the maximum total number of dwelling units and nonresidential building floor areas shall be maintained. The site shall be developed in accordance with the use and development regulations of the City of Bixby Zoning Code, except as otherwise specified herein.

The Fountains

EXHIBIT A

CONCEPTUAL SITEPLAN



FENCING LEGEND

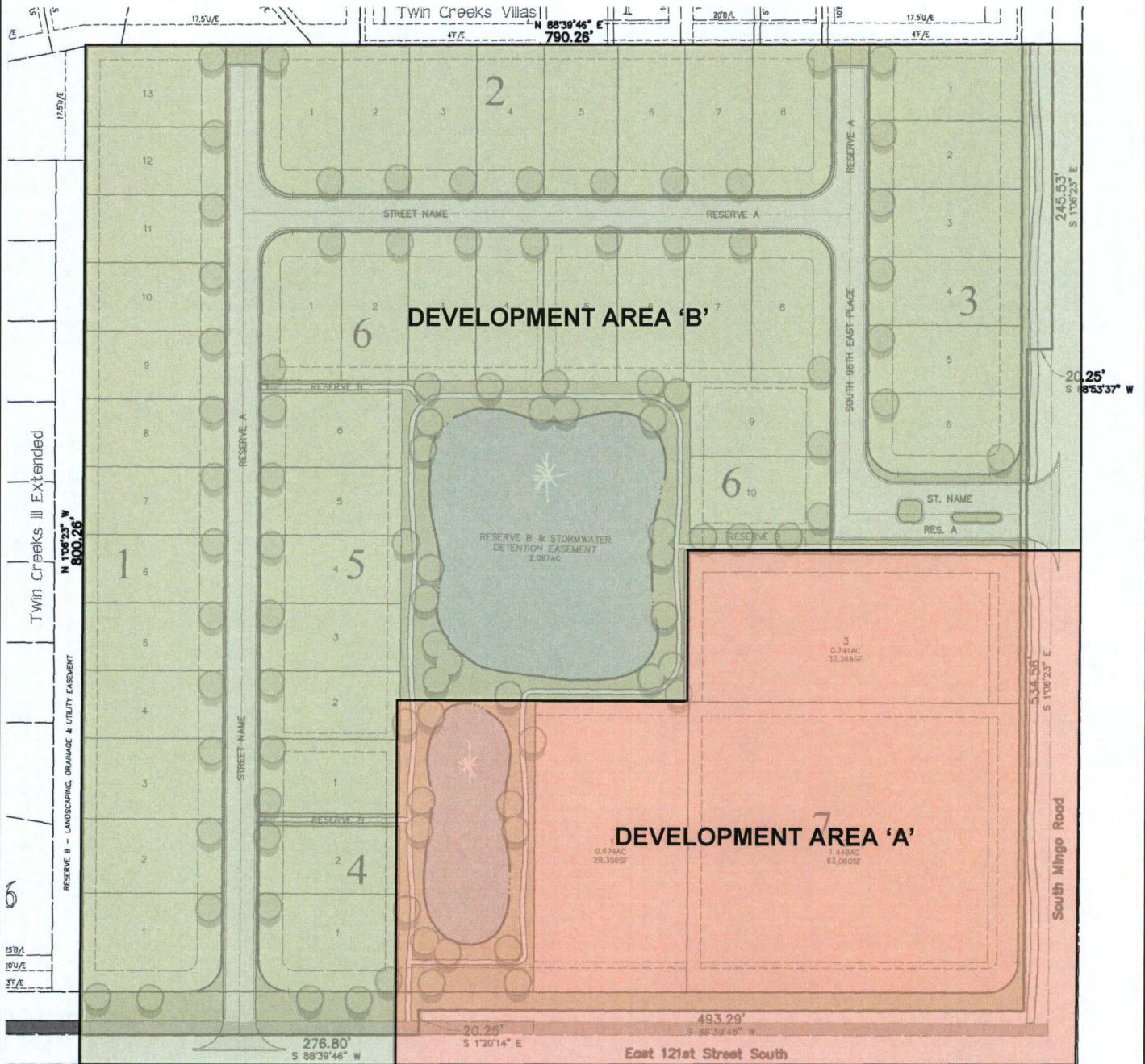
- 8' Masonry Wall
- - - - - 8' Opaque Wood Privacy Fence



The Fountains

EXHIBIT B

DEVELOPMENT AREAS



The Fountains

EXHIBIT C

CONCEPTUAL HOUSE ELEVATION



Building elevations are conceptual in nature and subject to change during building permitting process

III. Development Standards

A. Development Area A - Commercial

Gross Land Area:	201,806 SF	4.633 AC
Net Land Area:	160,606 SF	3.687 AC
Permitted Uses: Use Unit 1 area wide uses by right; Uses permitted by right in the CS Commercial Shopping Center District (except as excluded below); dry cleaning/laundry within Use Unit 15; golf, frisbee golf, tennis, and water slide uses and outdoor recreation and amusement activities NEC within Use Unit 20; and uses customarily accessory to permitted uses.		
Excluded Uses: All uses classified as "sexually oriented" within the City of Bixby Zoning Code (Section 11-7D-6), mega events, residential treatment centers, and transitional living centers within Use Unit 5, and medical marijuana dispensaries within Use Unit 13.		

	BXPUD-23.03	Bixby Zoning Code
Maximum Floor Area Ratio:	0.75	0.50
Maximum Building Floor Area:	151,355 SF	100,903 SF
Maximum Building Height:	2 Stories or 40 FT	5 Stories or 70 FT
Minimum Arterial Street Frontage:	100 FT *	150 FT
Minimum Non-Arterial Street Frontage:	50 FT *	50 FT
Minimum Building Setbacks:		
From Arterial Street Right-of-Way:	25 FT	50 FT
From Non-Arterial Street Right-of-Way:	10 FT	25 FT
From Abutting Residential District:	10 FT **	10 FT **
From All Other Boundaries:	0 FT	-
Minimum and Maximum Parking Ratios:	Per Zoning Code ***	-
Other Bulk and Area Requirements:	As required within CS District	-

* Any interior lot having no street frontage shall be provided access to a public street by access easement(s) approved by the City of Bixby during platting review.

** Plus 2 feet setback for each 1 foot of building height exceeding 15 feet.

*** Minimum and maximum parking may be modified if a site plan is submitted to and approved by the Bixby Planning Commission.

B. Development Area B – Residential

Gross Land Area:	470,580 SF	10.803 AC
Net Land Area:	450,585 SF	10.344 AC
Permitted Uses: Use Unit 1 area wide uses by right; Use Unit 6 single-family dwellings on individual lots and customary accessory uses; Use Unit 5 common area facilities such as neighborhood park, playground, and recreational open space.		

	BXPUD-23.03	Bixby Zoning Code
Maximum Number of Dwelling Units:	50	56
Minimum Lot Width †:	55 FT	65 FT
Minimum Lot Size:	6,100 SF	6,900 SF
Minimum Land Area per Dwelling Unit:	8,400 SF *	8,400 SF
Maximum Building Height:	2 Stories and 35 FT **	3 stories and 48 FT
Off-street Parking and Yard Coverage:	Min. 2 enclosed off-street parking spaces required per dwelling unit. Off-street parking shall not exceed 75% of the required front yard width or area.	Min. 2 enclosed off-street parking spaces required per dwelling unit.
Minimum Livability Space:	3,000 SF ***	4,000 SF
Minimum Yard Setbacks		
Front Yard:	20 FT	25 FT (Non-Arterial)
Rear Yard:	15 FT	20 FT
Side Yard (Interior):	5 FT	5 FT
Side Yard (Abutting a Street):	15 FT	25 FT (Non-Arterial)
Garage Facing Side Yard Street:	20 FT	-
Other Bulk and Area Requirements:	As required within the RS-3 District	-
Minimum Dwelling Size:	1,700 SF	-
First Floor Exterior Materials:	100% masonry ****	-

* Minimum land area per dwelling unit is satisfied by the proportion of maximum number of lots to gross land area as provided in Zoning Code Section 11-7I-5.A.1. Lots are therefore not subject to this requirement on an individual basis.

** Architectural features may extend a maximum of five feet above maximum permitted building height.

*** Livability space may be located on a lot or contained within common open space of the development, as per Section 11-7I-5.C of the Bixby Zoning Code.

**** Masonry shall include brick, natural or manufactured stone, and stucco. Cementitious fiber is an approved alternative. Minimum masonry percentages shall exclude windows, doors, decorative accents, and beneath covered patios and porches.

† Defined as the average horizontal distance between the side lot lines, which is as it is presently defined in the Bixby Zoning Code.

C. Surrounding Zoning & Land Use

Zoning near the major street intersection is a combination of CS, AG, and RS-3. Twin Creeks III Extended and Twin Creek Villas to the north and west are zoned RM-1/PUD. Existing zoning patterns are represented on Exhibit F.

D. Access & Circulation

As designed, the development will have several points of access on to East 121st Street South and South Mingo Road. Where required, additional rights-of-way will be dedicated for the arterial street frontages in accordance with the subdivision regulations.

Streets serving development area B will be private, gated streets within a minimum 30' wide reserve area. Within development area B, a private walking trail in the common area will be provided in-lieu of internal sidewalks. Pedestrian access will be provided from common areas to the public right-of-way on East 121st Street South and South Mingo Road. Sidewalks which are proposed outside of reserves or right-of-way shall be placed in a sidewalk easement. Additionally, the existing 10' asphalt trail along E. 121st St. S. that ends on the west side of the entrance to "Twin Creeks III Extended" will be extended to S. Mingo Rd. Sidewalks and the asphalt trail within development area A will be constructed by individual lot owners as a part of the commercial site plan and building permit process.

Streets shall be constructed to meet all other minimum standards of the City of Bixby for minor public streets; provided, however, the City of Bixby may approve alternative street design standards through platting. Any divided, boulevard streets separated by private landscaped islands may have one-way lanes meeting right-of-way width requirements in aggregate and shall otherwise be constructed to meet the minimum standards determined by the City of Bixby during the platting stage. Gates serving private streets or drives shall be designed according to the fire code adopted by the City of Bixby and be approved by the Bixby Fire Marshal during the platting stage.

Limits of No Access (LNA) will be imposed by the final plat along both the South Mingo Road and East 121st Street South frontages, except at approved street intersections.

E. Landscaping & Signs

Within development area B, landscaping shall consist of masonry monument signs with foliage at the entrances and perimeter fencing. Entrance signage shall be permitted along the arterial street frontage, shall comply with the standards provided in the Bixby Zoning Code, and shall be contained within reserve areas or easements to be maintained by the Homeowners' Association. Signage serving residential neighborhood amenities, appropriate for purpose and neighborhood scale, shall be permitted within reserve areas containing neighborhood amenities.

Due to the proposed abundant green space as a buffer, fencing between the residential and commercial uses will consist of a combination of an 8' masonry, masonry-like product, or concrete tilt-up panel wall and 8' wooden stockade fencing, as shown on Exhibit A. Signage and landscaping in development area A shall otherwise comply with the Bixby Zoning Code.

F. Utilities & Drainage

A 12" waterline is located on the south side of East 121st Street south and a 10" waterline is located on the east side of South Mingo Road. Waterlines will be extended to serve the site and shall be looped to provide water service and fire protection. Fire hydrant locations shall be approved by the Bixby Fire Marshal during engineering review.

A 12" sanitary sewer line is located on the south side of East 121st Street South and 8" lines are located on both the north and west boundaries of the site. Sanitary sewer service will be extended to all lots.

A large stormwater detention and drainage facility is conceptually planned in the center of the site, as shown on Exhibit A. This facility will drain southwest to Fry Ditch Creek. Detailed grading and storm sewer plans are required and are subject to the approval of Bixby city staff.

G. Environmental Analysis & Topography

The subject property is moderately sloped and primarily drains southwest, ultimately draining to Fry Ditch Creek.

Per FEMA Flood Insurance Rate Map number 40143C0451L, the site is located within Zone X 500-year (0.2% Annual Chance) Floodplain.

The USDA Soil Survey of Tulsa County identifies the soil on site to be predominantly Newtonia silt loam and Okay loam. Development constraints associated with this soil type, and any other environmental constraints, will be addressed during engineering design. A geotechnical report will be submitted to the City of Bixby during the engineering review process.

H. Platting & Site Plan Requirements

No building permit shall be issued until a subdivision plat has been submitted to and recommended upon by the Bixby Planning Commission and approved by City of Bixby City Council and filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved PUD and the City of Bixby shall be a beneficiary thereof. Within Development Area B, the plat will also serve as the site plan for all residential lots and dwelling units contained within the plat.

I. City Department Requirements

Standard requirements of the City of Bixby, including requirements of the Fire Marshal, City Engineer, and City Attorney, shall be met.

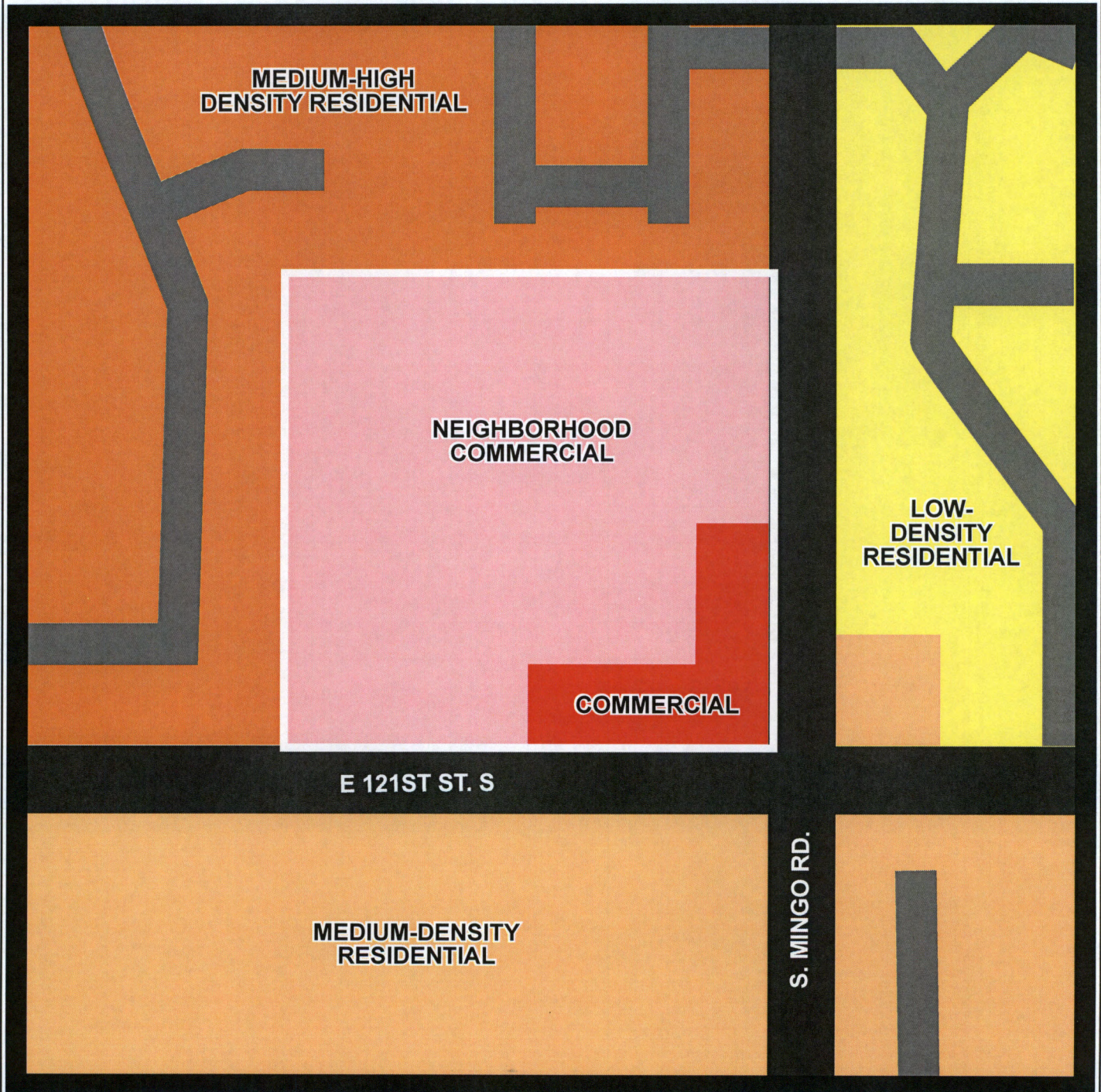
J. Schedule of Development

Development of the project is expected to commence and be completed as market conditions permit.

The Fountains

EXHIBIT D

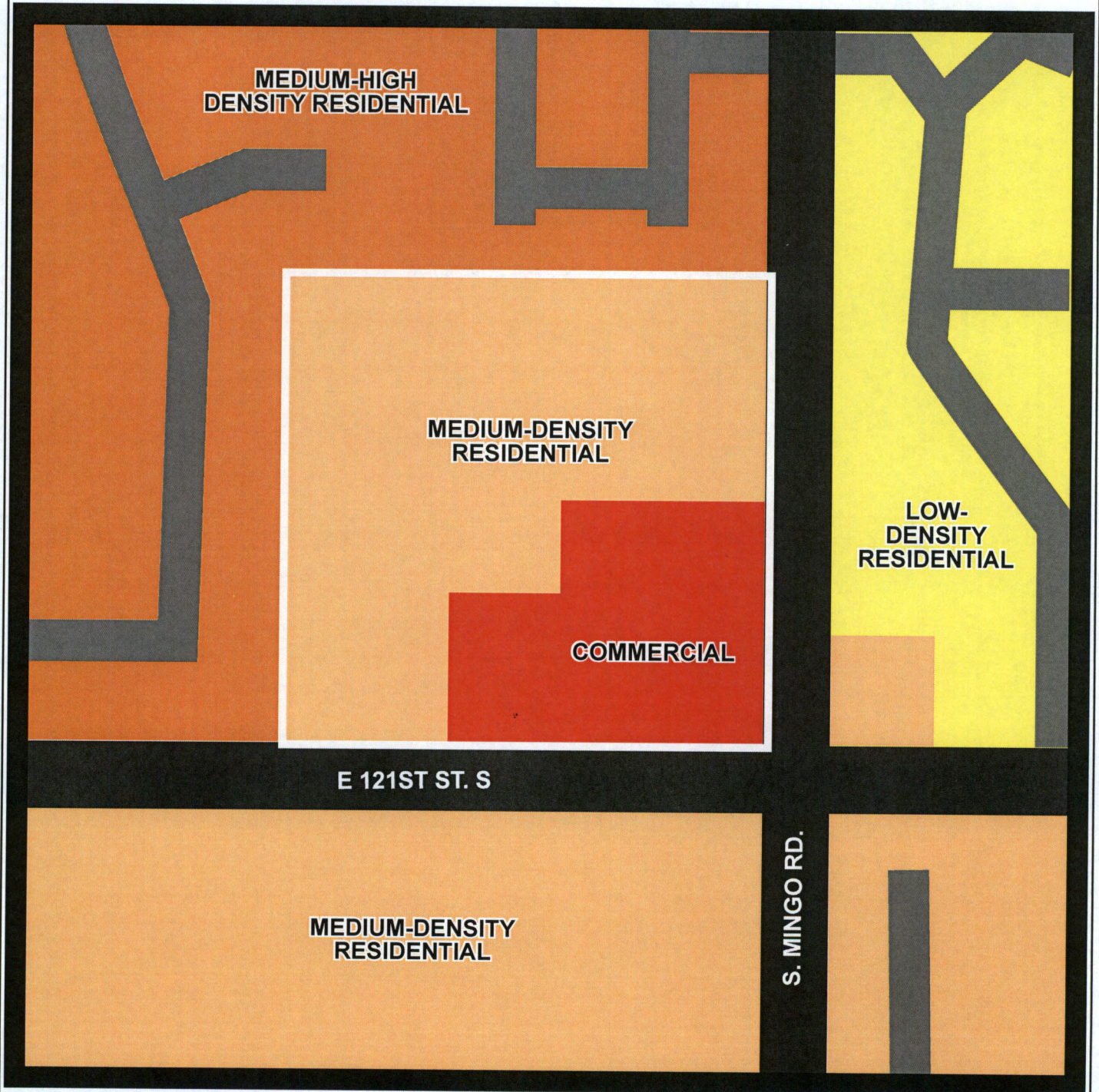
EXISTING COMPREHENSIVE PLAN



The Fountains

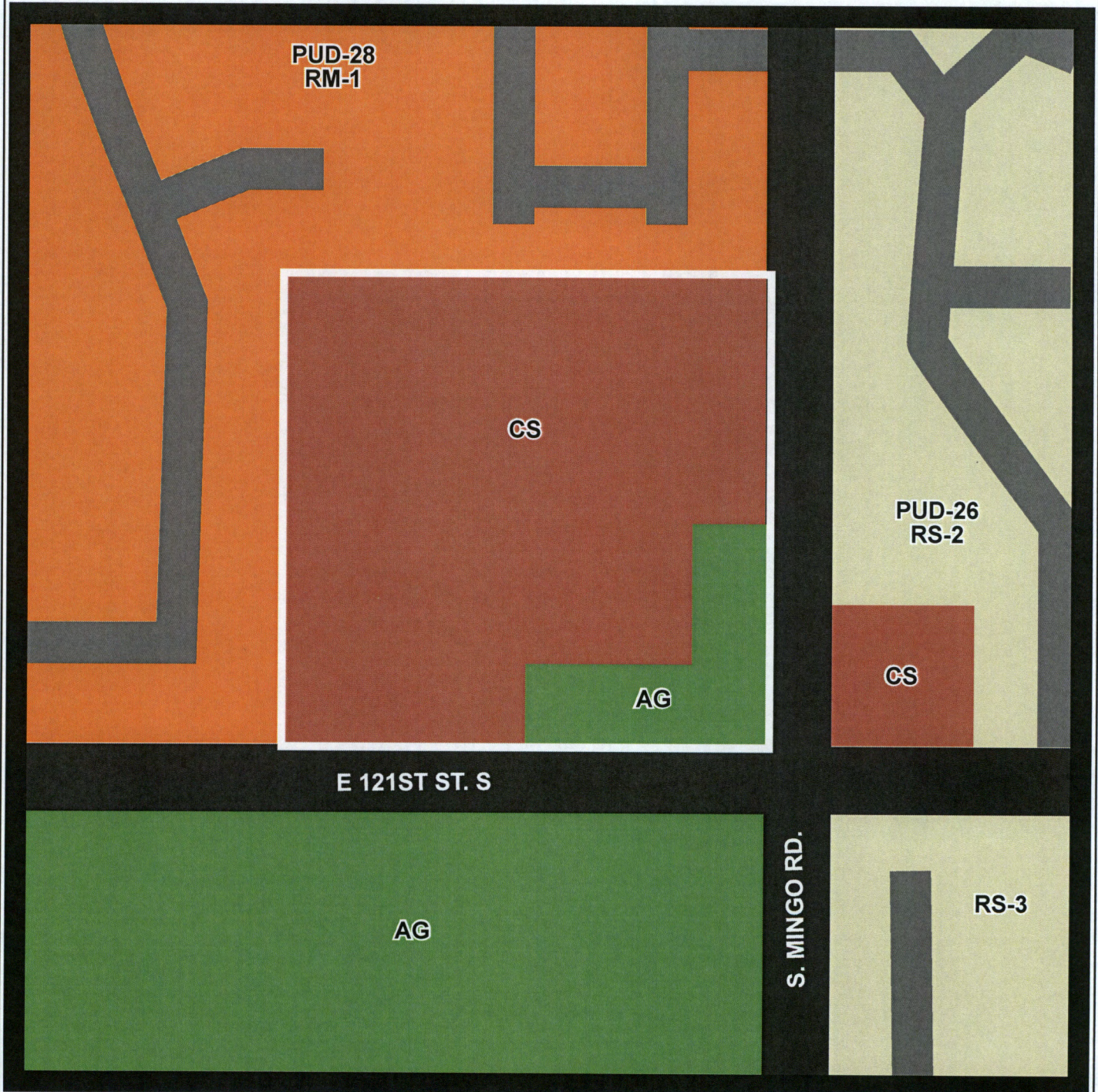
EXHIBIT E

PROPOSED COMPREHENSIVE PLAN



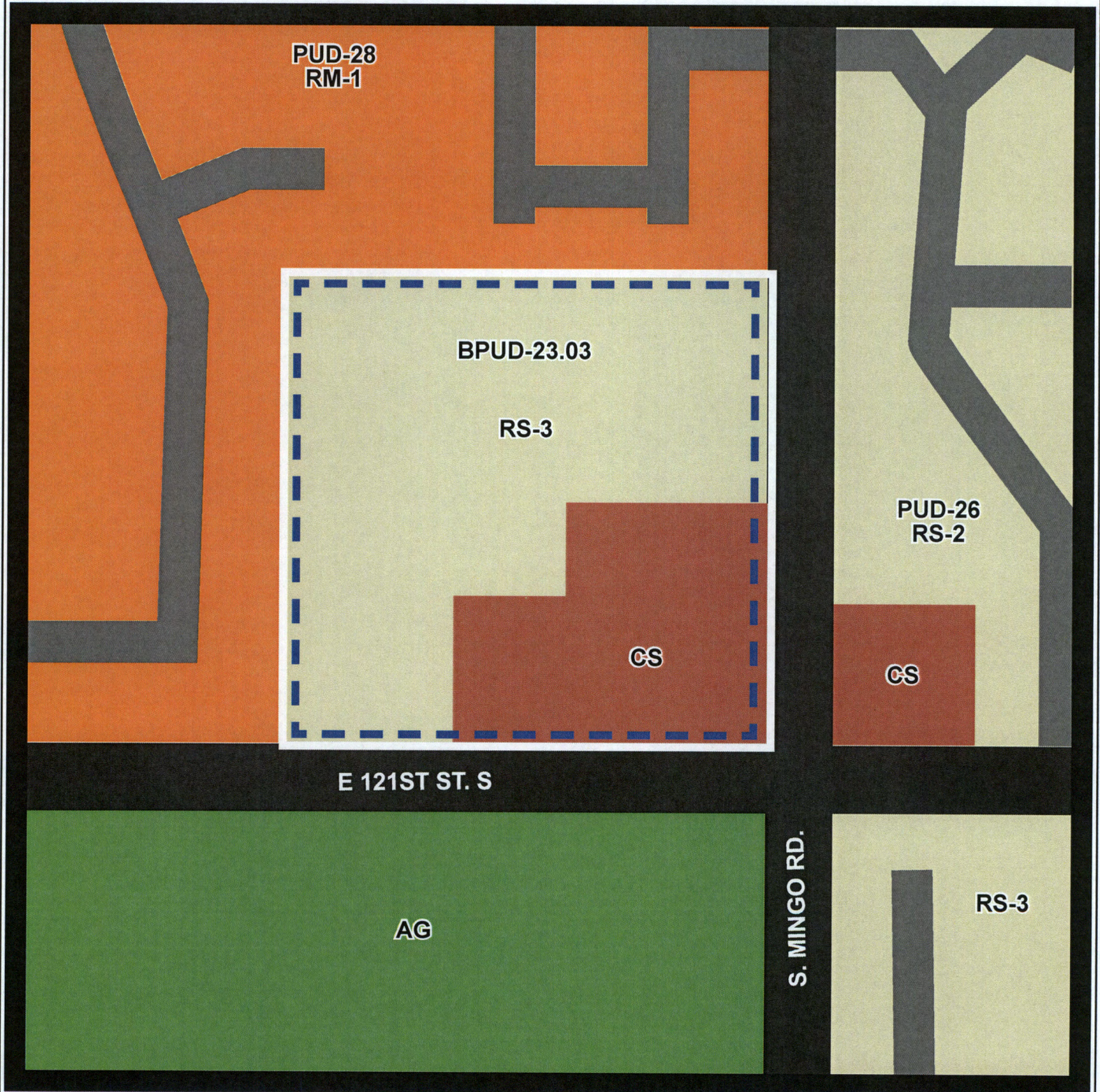
The Fountains

EXHIBIT F EXISTING ZONING



The Fountains

EXHIBIT G PROPOSED ZONING



Bid Announcement

The City of Bixby, Oklahoma, invites bids for Holiday Decorative Lighting Installation and removal in the Downtown Streetscape in the City of Bixby from November 2023 to January 2024. Contracts will be renewable on an annual basis, subject to the approval of the Bixby City Council each year. Bids will be received at the office of the City Clerk, 116 W. Needles Ave., Bixby, OK 74008, before **October 23rd, 2023, at 2:00 p.m.** and opened in the Council Chambers at **2:00 p.m. on October 23rd, 2023.**

Contract documents for Holiday Decorative Lighting Installation and removal may be obtained at the Bixby Municipal Building, 116 W. Needles Ave., Bixby, OK 74008.

All bidders will be required to submit a Bidders Qualification form, conforming to those included in the Contract Documents. All bids shall be accompanied by proof of Liability Insurance and Workers' Compensation Insurance or waiver from the State of Oklahoma.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or handicapped status.

The City of Bixby reserves the right to reject any or all bids.

City Clerk
Shannon Duran

City of Bixby

116 W. Needles Ave. BIXBY, OK 74008

Bid Documents for Contract for Holiday Decoration Installation Downtown Streetscape

Bid Fiscal Year 23-24

Table of Contents

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Supplemental Conditions	15
Site Map	16

Invitation to Bid

1) General

a) Definitions:

- i) City – shall be defined as the City of Bixby.
- ii) Bidder – shall be defined as the person, company, corporation, and/or group submitting a bid for consideration.
- iii) Contractor – shall be defined as the successful bidder.
- iv) Bid – shall be defined as the actual Bid package submitted by the Bidder that establishes their price quotations for the product or service as specified herein.
- v) Bid Documents – shall include all documents specifically referred to herein, and upon acceptance and award by the City, the Bid Documents collectively constitute the contract.

2) Description of Work:

The City invites you to bid on a Property Maintenance Contract in accordance with the requirements as specified herein. All Bids must be on a per pass basis as specified on the Form of Bid. Installation/ Removal in the area in its entirety is considered one pass.

Contractor will have to provide sufficient data to City that they have adequate equipment and personnel to properly maintain to City's satisfaction, the parcels of property for which bidders bids on. The crew shall call the Public Affairs Officer once the installation or removal has been completed for inspections and approval of payment.

3) Bids:

Sealed Bids shall be received by the City of Bixby, in the office of the City Clerk, at City Hall, located at 116 West Needles or P.O. Box 70, Bixby, OK 74008, until 2:00 p.m. on October 23rd, 2023.

Bids shall be publicly opened and read aloud in the Council Chambers at City Hall on immediately following the Bid Closing Time. Bids received after closing time shall be returned unopened.

The Bid is for the following:

Holiday Lights & Decorations Service
Bixby Downtown Streetscape & Charley Young Event Park
Bid Fiscal Year 23-24
Invitation to Bid

- a) All Bids shall comply with the requirements of the Bid Documents, which include the Invitation to Bid, Instruction to Bidders, Form of Bid, Property Maintenance Contract, any Addendum.
 - b) All Bids shall be good for 90 days after the bid opening date.
 - c) Bids will be received by mail **only** if sent by certified mail addressed to the City of Bixby, Attn: City Clerk, and comply with all of the requirements of the Bid Documents.
 - d) Bids received by fax, Internet, or any other electronic method shall not be accepted.
 - e) Bids may be "Hand Delivered."
- 4) DOCUMENT DISTRIBUTION:
- a) All Bid Documents will be sent via e-mail to all Bidders requesting a copy of the Bid Documents.
 - b) The Bid Announcement will be published on the City of Bixby Website.
 - c) Copies of the Bid Documents are on file and available for inspection, examination, and distribution in the offices of the City Clerk and the Public Affairs Officer, City Hall, 116 West Needles, Bixby, Oklahoma. The office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding Legal Holidays).
- 5) Type of Bid:
- a) Bids shall include all labor, materials, transportation costs, and equipment necessary to complete the work described in the Holiday Decoration Installation Contract.
- 6) Rejection Of Bids:

The City reserves the right to waive irregularities contained in the Bids and to accept or reject any and/or all Bids or parts of Bids.

End of Section

Instructions to Bidders

1) General:

To be considered, Bids must be made in accordance with these Bid Documents. All Bids must be placed in a sealed opaque envelope and labeled as follows:

City of Bixby
Attention: City Clerk
P.O. BOX 70
116 West Needles
Bixby, Ok 74008

Company Name
Company Address

Sealed Bid: Holiday Lights & Decorations Service
Bixby Downtown Streetscape & Charley Young Event Park
Bid Fiscal Year 23-24

2) Examination:

It is the Bidder's sole responsibility to carefully examine and familiarize himself/herself with all of the requirements of the Bid Documents.

3) Questions:

Should a Bidder find discrepancies in, or omissions from, the Bid Documents, or be in doubt as to their meaning, he/she must notify and request clarification from the City in writing. Significant clarification shall be issued to all Bidders of record as Addenda to the Bid Documents and shall become part of the Contract. The City shall not be responsible for oral clarification. All Addenda items issued during the time of bidding shall be covered in the Bid and acknowledged on the Form of Bid.

4) Substitutions:

- a) To obtain approval to alter the contract specifics, the Bidder shall submit a written request at least (7) seven days before the Bid Opening date and hour. Requests received after such time shall not be considered. Requests shall clearly describe the modification for which approval is asked, including all data necessary to demonstrate acceptability to the City.

Instructions to Bidders

- b) Basic data and description of the work to be performed and a time schedule for performance of work shall be submitted with the Bid Documents. It is the sole responsibility of the Bidder to submit complete descriptive and technical information so the City may make a proper appraisal of the proposed offer of services.
 - c) The City shall be the sole judge as to whether an alteration to the contract specifications is "equal to" the original contract specifications and the suitability of such in relation to the work specified in these Bid Documents.
- 5) Basis of Bid:
- a) The Bidder must include a stand-alone price for each pole specified and/or any alternates on the Form of Bid; failure to comply shall be cause for rejection of the total Bid.
 - b) Bids shall be made on the unaltered "Form of Bid" furnished in these Bid Documents. Fill in all blank spaces and submit one copy. Bids shall be signed with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the state of corporation and the legal signature of an officer authorized to bind the corporation to a Contract.
 - c) The Bid shall identify the name of the Bidder, the contract person responsible for the Bid, the address of the Bidder, and the telephone number (including area code if applicable).
- 6) Modification and Withdrawal:
- Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid Opening date upon receipt of a written request of the Bidder. No Bid may be withdrawn or modified after the Bid Opening except where the City has delayed the award of the Bid/Contract for more than 90 days.
- 7) Form Of Bid:
- a) Before submitting the Bid, carefully examine all Bid Documents and include a sum to cover the cost of all items included in the Bid Documents. Failure or omission of the Bidder to receive or examine the bid Documents and any Addendum shall not relieve the Bidder from obligations with respect to his/her Bid or to Contract requirements. Submission of the Form of Bid shall be taken as prima facie evidence of the Vendor's intent to comply with the Bid Documents.
 - b) Bids shall be made only on the form provided in the Bid Documents. All blank spaces on the form shall be completed (fully filled out), bid amounts stated

Instructions to Bidders

numerically, signatures signed in longhand, and form completed without interlineations, alteration or erasure.

- c) Bids may contain pre-approved written substitutions in accordance with the conditions outlined in the Form of Bid. Any approved alternate Bids shall be organized in a package, clearly labeled "Alternate Bids", and include all data, brochures, illustrations, warranty, and other information as required to allow the City to properly evaluate the alternate Bid.
 - d) Bids shall be delivered to the place designated, on or before the day and hour set for the opening of Bids. It is the sole responsibility of the Bidder to deliver the Bids before the scheduled closing time. Bids received after the scheduled closing time shall be refused and returned unopened.
 - e) In the event of a discrepancy between prices quoted in writing (words) and those quoted numerically, writing shall govern. Prices shall include the furnishing of materials, supplies, equipment, tools, labor, supervision, transportation, and any other items or services incidental to and necessary for proper performance under the Contract.
- 8) Award of Bid:
- a) The City reserves the right to accept any Bid or to reject any and all Bids when such is deemed by the City to be in its best interests.
 - b) The Bidder shall be prepared to commence work immediately following receipt of the City's written notification of its acceptance and award of the Bid and execution of a Property Maintenance Contract.
- 9) Qualification Of Bidders:

The City may take such necessary investigations as required to determine and insure the Bidder's ability to supply Bid items and/or perform contracted services. The Bidder shall furnish to the City all such information and data for this purpose as may be requested by the City. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City's concern involving the Bidder's ability (technical, financial, manpower, equipment types available, equipment condition, past record of performance, responsibilities, and/or experience) to perform any specified work required thereon.

Instructions to Bidders

10) Supplemental Conditions:

The Contractor (successful bidder) shall be required to provide insurance in accordance with the enclosed insurance requirements. Prior to the start of any work and within 10 days after the execution of the contract, the Contractor shall submit to the City Certificate(s) of Insurance from a company acceptable to the City. In the event, the Contractor fails to provide the insurance required or the company is unacceptable, the contract shall be null and void.

11) Payment:

- a) After the performance of the installation service and approval of the work by the Public Affairs Officer or Designee, the Contractor shall submit an invoice, for one-half (½) of the contracted amount to the City of Bixby, Attn: Accounts Payable. The contractor should receive a payment within ten (10) working days after the invoice is submitted.
- b) After the performance of the removal and storage service and approval of the work by the Public Affairs Officer or Designee, the Contractor shall submit an invoice, for one-half (½) of the contracted amount to the City of Bixby, Attn: Accounts Payable. The contractor should receive a payment within ten (10) working days after the invoice is submitted.
- c) The City of Bixby is exempt from payment of Federal excise, State and City sales and use taxes.

12) Work Under This Contract:

City defines "work" to include all materials, supplies, labor, supervision, tools, expendable equipment, transportation services, and all other incidental items necessary to perform the work specified or implied in the Property Maintenance Contract.

End Of Section

Form of Bid

Holiday Lights & Decorations Service
Bixby Downtown Streetscape & Charley Young Event Park
Bid Fiscal Year 23-24

Bid of: _____
(Hereinafter called Bidder)

an individual doing business as _____

or a corporation, organized and existing under the laws of the State of Oklahoma or a Partnership

To: _____ The City of Bixby

Greetings:

The Bidder, in compliance with the Invitation to Bid; Instructions to Bidders, and having examined all Bid Documents, hereby proposes to furnish all labor, supervision, materials, supplies, tools, equipment, and transportation costs to complete all work in accordance with the Property Maintenance Contract, which is included and a part of the Bid Documents, within the time set forth herein and at the prices stated below. These prices shall cover all expenses incurred in satisfactorily performing the work required under the Bid Documents, of which this Form of Bid is a part.

Please keep in mind that a pass is defined as installation or removal in its entirety once. The **City** will control the deadline for installation and removal.

Please refer to the maps attached. Contractors are encouraged to visit the area of the bid.

Other Conditions:

- A. The Bidder agrees that his/her Bid shall be good, and may not be withdrawn, for a period of 90 calendar days after the actual date of the Bid opening.
- B. Upon receipt of the City's written notification of their acceptance and award of Bid, the Vendor shall immediately commence work as required in accordance with contract terms.
- C. The Bidder understands that the City reserves the right to accept or reject any or all Bids or parts of bids and to waive any informality in the bidding process.

Addendum Receipt:

The undersigned, acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Respectfully submitted,

Bidder's Signature

Typed/Printed Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Telephone #: _____ Fax #: _____

(Seal)

(if bid is by a corporation)

Note: If Bidder is a corporation, write the state of incorporation after the name of the corporation. If Bidder is a partnership, give the full name of all partners. Type or print the name of each person signing under each signature.

End of Section

Qualifications of Contractor

References: List three references for which you have performed services similar to those described in these Bid Documents within the last two years.

1. Name: _____
 Type of Business: _____
 Contact Name: _____
 Telephone #: _____ Length of Service: _____ Yrs/Mos.
2. Name: _____
 Type of Business: _____
 Contact Name: _____
 Telephone #: _____ Length of Service: _____ Yrs/Mos.
3. Name: _____
 Type of Business: _____
 Contact Name: _____
 Telephone #: _____ Length of Service: _____ Yrs/Mos.

Equipment List: List all equipment (other than non-powered hand tools) that will be used during the course of this contract should bid be awarded to you.

Personnel: List below the number of full-time and part-time workers to be used on this contract.
 Full-time: _____ Part-time: _____

Holiday Decoration Installation Contract

This Contract for Holiday Light Decoration Installation is made and entered into at Bixby, Oklahoma, on this _____ day of _____, 2023, by and between the **City of Bixby**, hereinafter referred to as **Bixby**, and _____, hereinafter referred to as **Contractor**.

Part I: Scope of Service

Bixby is a municipal corporation and is in need of installation, removal, and maintenance/repair services of holiday decorations on light poles located along the Downtown Streetscape and inside Charley Young Event Park located within the corporate limits of the City. Requirements for services include, but are not limited to, the following:

Installation – Installing of the items owned by the **City**.

- (1) Pre-lit Garland with an approximate total length of 27'
 - (a) Wrapped around an approximate 14' Decorative Light Pole
 - (b) A 110V receptacle is located at the bottom of the pole and will need to be secured via zip tie after installation or after any maintenance is performed.
 - (c) The items will need to be secured to the pole via Zip system Flashing Tape.
- (2) Red Bow at the Top of the Pole below the globe.

Removal – Removal of the items owned by the **City**.

- (1) Pre-lit Garland with an approximate total length of 27'
 - (a) Wrapped around an approximate 14' Decorative Light Pole
 - (b) A 110V receptacle to located at the bottom of the pole and will need to be secured via zip tie after installation or after any maintenance is performed.
 - (c) Removal of Zip system Flashing Tape
- (2) Red Bow at the Top of the Pole below the globe.

Maintenance/ Repair – The **Contractor** will check and perform maintenance/repair of all items prior to installation, while on display, and after removal prior to storage at a site located inside and owned by the **City**. A report of unserviceable items, along with an inventory of all items, will be forwarded to the Public Affairs Officer during the preinstallation, during the display season, and after removal.

Contractor is an independent contractor who, under the terms of this Contract will provide services for **Bixby** within that area as described above, to wit: ALL AREAS LISTED IN THE "FORM OF BID".

Part II: Term of Contract

Contractor agrees to begin to provide installation, removal, maintenance, and repair services on a "on-call basis" as requested by the City for the price quoted on the Form of Bid until February 1st. The actual contract period shall be between _____ and to continue until the _____. The City will have the option to extend the contract annually, by the approval of the budget by vote of the City Council, for up to 5 years.

The holiday season for **Bixby** is usually between November 1st thru January 1st each year. The **City** will notify the **Contractor** in October the mandatory deadline dates for installation and removal for the season.

Part III: Termination Clause

This Contract may be terminated at **Bixby's** sole discretion at the beginning of each fiscal year in accordance with Oklahoma law. The renewal of this contract will terminate upon the occurrence of the first of the following events:

- a. **Bixby** would require an increase in funds for said same services as in current Contract.
- b. **Bixby** has deemed the **Contractor's** performance of the current Contract year was unacceptable.
- c. The exercise by **Bixby** of its option to increase or decrease the specifications of the current Contract that would present a change to the value of the current Contract.

Part IV: Additional Requirements

Contractor shall work free and independent of any supervision, direction, or control by **Bixby**, and shall not, under any circumstances be considered as an employee and/or agent for **Bixby**. The City shall control the deadlines for installation, removal, maintenance, and/or repair events. The **Contractor** shall respond to the City's request and coordinate with the City's designated representative.

Contractor understands that the scope of the work to be covered by this contract is as described in Part 1 of this document.

From time to time, contract modifications may be discussed. Authorization for contract modification will be binding only if such modifications are reduced to writing and signed by both parties and contract amendment attached to and made a part of this original contract.

Part V

- A. The term of this contract shall be for one (1) year from the date hereof, and thereafter may be automatically extended on a month-to-month basis under the same terms and conditions, unless one of the parties shall give written notice, of termination at least thirty (30) days prior to such anniversary date. If timely notice is given for termination, this agreement shall expire at midnight of the anniversary date. Otherwise, this agreement may only be terminated for non-performance as set out below in Section B.
- B. Before any such termination is effective, the terminating party must give the other party written notice, specifying in detail the nature of any defect in performance. The non-terminating party shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of the terminating party. If the defect is not satisfactorily cured at the end of the thirtieth (30th) day, the terminating party shall notify the non-terminating party in writing, of the failure to satisfactorily cure the defect, and the agreement shall terminate ten (10) days from the date of said notice. Time is of the essence for the notices required under Section A. and B. of this agreement.
- C. **Contractor** agrees to provide all necessary equipment and manpower in order to accomplish the installation, removal, maintenance, and repair requirements as set forth herein.
- D. It is expressly agreed that **Contractor** is not and shall not be, during the term of this contract, an employee of the **City** but an independent contractor, and in this regard **Contractor** will not be within the protection or coverage of **City's** Worker's Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to **Contractor** herein, the same being contract payments and not wages. **Contractor** shall be responsible for the personnel costs (wages, benefits, taxes, etc.) and all equipment (upkeep, maintenance, fuel, etc.) and all other costs, directly or indirectly associated with providing the services as contemplated herein.
- E. **Contractor** shall carry workers' compensation insurance, and further indemnify, save and hold harmless **Bixby** from any liability to either persons or property which may be incurred during the term of this agreement.
- F. In the event that **Contractor** should fail to provide such services as set forth herein, **Bixby** shall have the right to terminate this contract upon ten (10) days notice to **Contractor** and, upon such event, this contract shall be deemed null and void.
- G. **Contractor** shall, at his sole option, determine when such installation, maintenance, and removal is to be accomplished as to the area covered by this agreement, and, in addition, the type of equipment to be used, the amount of manpower required, and all other matters incidental to fulfillment of the terms of the contract. Other than as set forth herein, **Contractor** works free of supervision, direction or control by **Bixby**; however, **Contractor** will schedule his work so as not to interfere with other activities which may be in conflict with **Contractor's** work schedule, such as the use of the facilities. **Contractor**, for example, will not schedule installation or service of parks or recreation areas, during those times in which the area is in use. **Contractor** will notify the City of Bixby Representative each time he intends to perform duties in a particular area. In all respects, **Contractor** is an independent contractor, and not an employee, agent, or representative of BIXBY.
- H. **Contractor** will exercise due care in the performance of their duties. **Contractor** will be responsible for any damage to City of Bixby or private property which results from those operations. This includes, but is not limited to: buildings; permanent signs; utility lines; playground equipment; trees, shrubs, and other plantings; electrical wiring and guy or anchoring cables; fixed mechanical equipment; vehicles and rolling equipment;

fences; Light poles, light globes, electrical boxes, electrical outlets, breakers. **Contractor** will repair or replace any such property that is damaged by equipment or personnel, at no expense to the City of Bixby.

- I. **Contractor** shall notify City Representative when the maintenance work has been completed for the performance of inspections. No payment will be released until the areas have been inspected and approved.

This Agreement is binding upon the successors, executors and assigns of the parties thereto.

City of Bixby, Oklahoma

By: _____

Attest:

Clerk

Contractor

Approved

City Attorney

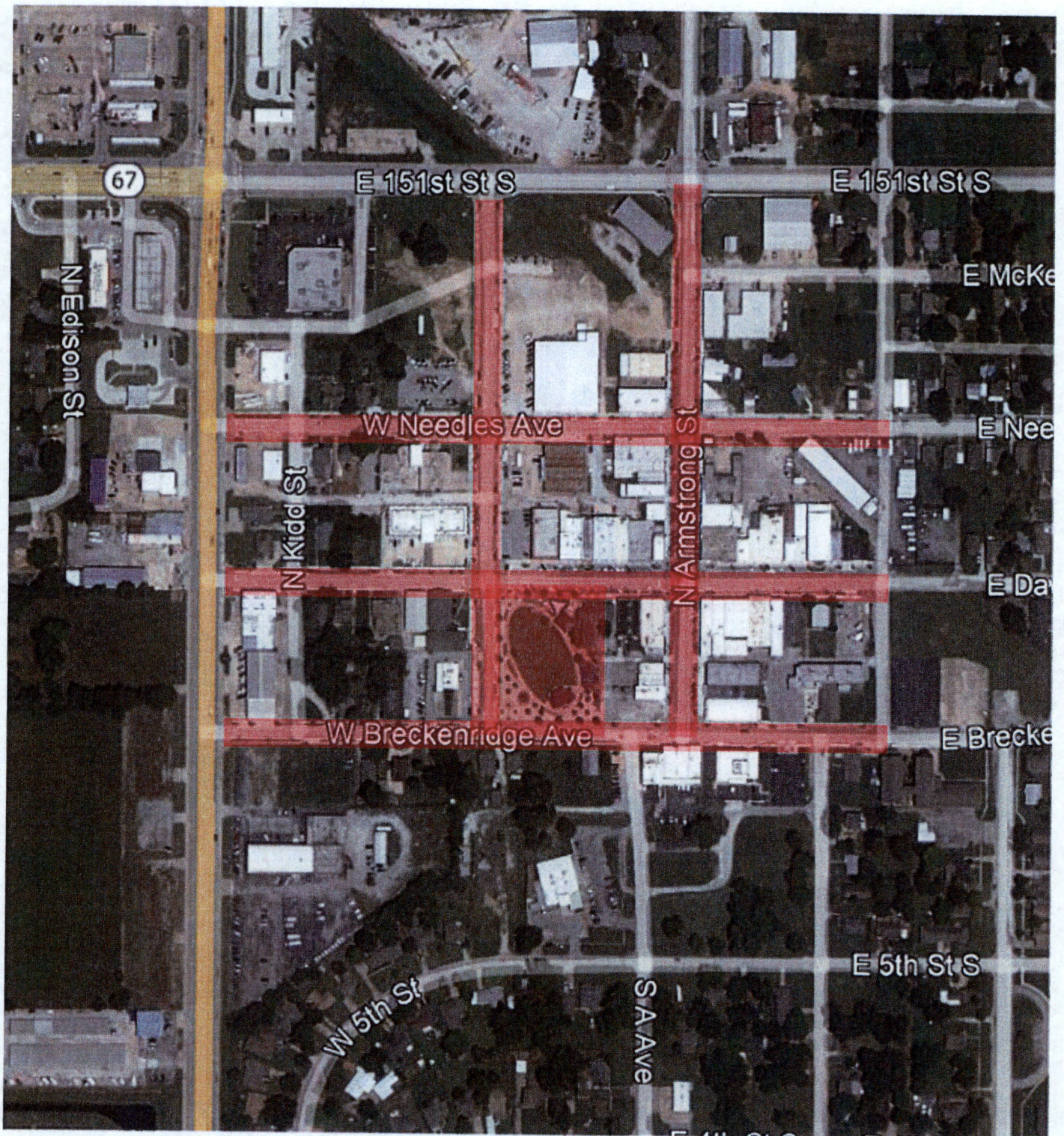
Holiday Decoration Installation Contract

Supplemental Conditions – Insurance Requirements

The insurance requirements identified in the Bid Documents shall be written for not less than the following amount:

1. Workers' Compensation Insurance
 - a. State statutory
 - b. Applicable Federal (e.g. Longshoremen's) statutory
2. Employer's Liability Insurance
 - a. Bodily Injury by Accident \$500,000.00 each Accident
 - b. Bodily Injury by Disease \$500,000.00 each Employee
 - c. Bodily Injury by Disease \$1,000,000.00 Policy Limit
3. Commercial General Liability: includes Premises – Operations; Independent Contractors Protective; Products and Completed Operation: Broad Form Property Damages
 - a. Bodily Injury
 - b. Property Damage
 - c. BI and PD Combined single limit per:
 - i. Occurrence \$ 500,000.00
 - ii. Aggregate \$1,000,000.00
 - d. Personal Injury
 - i. Aggregate \$1,000,000.00
 - e. Property Damage Liability Insurance shall include coverage for the following hazards:
 - ☐ X Explosion
 - ☐ C Collapse
 - ☐ U Underground
4. Automobile Liability: includes all owned, non-owned, and hired autos
 - a. Bodily Injury
 - b. Property Damage
 - c. BI and PD Combined single limit per:
 - i. Occurrence \$ 500,000.00
 - ii. Aggregate \$1,000,000.00
5. The contractor shall carry insurance in addition to that specifically named herein as follows:

Type of coverage: _____
 Coverage Amount: _____



Legend



Areas where Items installed
on 14' Light Poles



Bid Opening Results

City of Bixby Public Works Department

Project
Project No:

Holiday Decoration

Bid Opening:

10/23/2023 @ 2:00pm

[illegible]

Form of Bid

Holiday Lights & Decorations Service
Bixby Downtown Streetscape & Charley Young Event Park
Bid Fiscal Year 23-24

Bid of: \$5,930.00 / \$37.77 per pole
(Hereinafter called Bidder)

an individual doing business as Bixby's Winter Wonderland

or a corporation, organized and existing under the laws of the State of Oklahoma or a Partnership

To: The City of Bixby

Greetings:

The Bidder, in compliance with the Invitation to Bid; Instructions to Bidders, and having examined all Bid Documents, hereby proposes to furnish all labor, supervision, materials, supplies, tools, equipment, and transportation costs to complete all work in accordance with the Property Maintenance Contract, which is included and a part of the Bid Documents, within the time set forth herein and at the prices stated below. These prices shall cover all expenses incurred in satisfactorily performing the work required under the Bid Documents, of which this Form of Bid is a part.

Please keep in mind that a pass is defined as installation or removal in its entirety once. The **City** will control the deadline for installation and removal.

Please refer to the maps attached. Contractors are encouraged to visit the area of the bid.

Other Conditions:

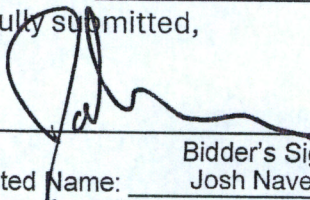
- A. The Bidder agrees that his/her Bid shall be good, and may not be withdrawn, for a period of 90 calendar days after the actual date of the Bid opening.
- B. Upon receipt of the City's written notification of their acceptance and award of Bid, the Vendor shall immediately commence work as required in accordance with contract terms.
- C. The Bidder understands that the City reserves the right to accept or reject any or all Bids or parts of bids and to waive any informality in the bidding process.

Addendum Receipt:

The undersigned, acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Respectfully submitted,



Bidder's Signature

Typed/Printed Name: Josh Nave

Title: Owner

Business Name: Bixby's Winter Wonderland

Business Address: 15115 S 76th E Ave

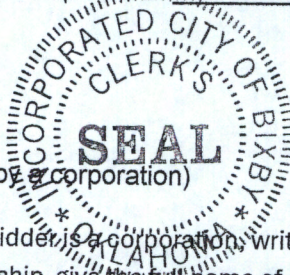
Bixby, OK 74008

Business Telephone #: 918-808-8129

Fax #: _____

(Seal)

(if bid is by a corporation)



Note: If Bidder is a corporation, write the state of incorporation after the name of the corporation. If Bidder is a partnership, give the full name of all partners. Type or print the name of each person signing under each signature.

End of Section

Qualifications of Contractor

References: List three references for which you have performed services similar to those described in these Bid Documents within the last two years.

1. Name: City of Bixby
 Type of Business: Municipality
 Contact Name: Bryan Toney
 Telephone #: 918-366-4000 Length of Service: 5 yrs Yrs/Mos.
2. Name: 918 Construction
 Type of Business: Construction
 Contact Name: Misty Cooper
 Telephone #: 918-943-3063 Length of Service: 5 yrs Yrs/Mos.
3. Name: Plum Legacy
 Type of Business: Construction
 Contact Name: Evan Berglund
 Telephone #: 918-636-2171 Length of Service: 5 yrs Yrs/Mos.

Equipment List: List all equipment (other than non-powered hand tools) that will be used during the course of this contract should bid be awarded to you.

Lift(s)

Personnel: List below the number of full-time and part-time workers to be used on this contract.
 Full-time: 2 Part-time: 2

Bixby's Winter Wonderland Bid Notes

Amount: \$5,930.00 / \$37.77 per pole

Scope:

Wrap 157 light poles with lit garland. Inventory lights before season.

Time Frame:

Install anytime after contract execution. Install to be completed by "Lights On" event.
Uninstall to be completed by January 15th weather permitting.

[illegible]