

City Council Work Session Meeting Minutes

Dawes Conference Room
113 W. Dawes Ave., Bixby, OK 74008
April 22, 2024 at 5:00 PM

The agenda for the regularly scheduled meeting of the City Council Work Session of the city of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on April 19, 2024, on or before 5:00 p.m.

Call to Order

Mayor Guthrie called the City Council Worksession Meeting to order at 5:02 pm.

Roll Call

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

Members Present

Mayor Guthrie
Vice Mayor Founds
Councilor Girard
Councilor Hirshey
Councilor Schultz

Staff Present

Jared Cottle, City Manager
Shannon Duran, City Clerk
Phil Frazier, City Attorney
Charles Barnes, Finance Director
Bea Aamodt, Public Works Director
Todd Blish, Police Chief
Joe Sherrell, Assistant Fire Chief
Justin Dowd, City Engineer
Bryan Toney, Public Information Officer

Agenda

- 1) Presentation and discussion of Community Service Program – Bixby Municipal Court.

Mayor Guthrie said item 1 on the agenda is up for discussion.

Item presented by Diane Ledford, Court Clerk, and Jason Rush, Municipal Judge
Others who spoke: Jared Cottle, City Manager, and Phil Frazier, City Attorney

Jared Cottle introduced the council to the proposed Community Service program, and Court Clerk Diane Ledford provided a comprehensive overview. A handout was distributed to the council (attached to the minutes) to further underline the program's significance. The program aims to provide community service for juvenile offenders in place of a fine, assigning them tasks that would otherwise require staff, thereby reducing staff overtime costs.

Judge Jason Rush recommended that the council define who is considered a juvenile and who can participate in the program. The council suggested having two different age groups. Discussion ensued between staff and council. The Mayor made a few suggestions on the wording of the proposed release form. Ms. Ledford informed the council about the proposed training sessions for the supervisors who would oversee the participants. The council would like to see this program implemented by summer.

2) Presentation on FY2025 Budget Overview.

Mayor Guthrie said item 2 on the agenda is up for discussion.

Item presented by Charles Barnes, Finance Director

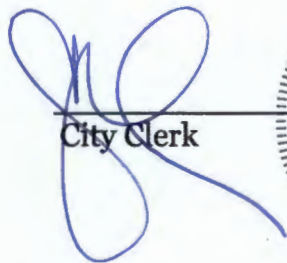
Others who spoke: Jared Cottle, City Manager, and Bea Aamodt, Public Works Director

Charles Barnes gave an overview of the proposed budget for Fiscal Year (FY) 2025. The council discussed various aspects of the budget, such as longevity, employee raises, and bonuses. Councilor Hirshey inquired about the Streets and Alley fund and whether it could be utilized for professional services to evaluate the arterial streets. Mr. Barnes confirmed that the Professional Services Fund had been increased to hire a firm to assess arterial and neighborhood streets. This led to a discussion among the council members. Additionally, funds were allocated for street repairs, and Bea Aamodt assured the council that Public Works would evaluate the streets and roadways of S Harvard Avenue, possibly in collaboration with Tulsa County.

Jared Cottle proposed a collaboration with the Muskogee Creek Nation to repair bridges using federal funds they would acquire. The council and staff discussed various aspects of bridge repairs. Vice Mayor Founds inquired about the allocation of funds for future maintenance and repair of the bridges. However, the staff was unable to provide any information since the Worksession meeting had to conclude.

3) Adjournment

An adjournment was called at 5:57 pm.



City Clerk



Mayor

Community Service Program

The Community Service Program within the City of Bixby aims to provide juveniles with an opportunity to fulfill court-mandated community service hours while contributing positively to the community.

This program is to implement community service programs for juvenile probationers to develop skills, reinforce positive behavior and to keep the citation off their record.

Currently the Judge will assign the juvenile X number of hours of community service, and the juveniles are given a return court date to show proof of their completion. The juvenile is required to complete their community service hours with a 501C non profit organization.

We recently had an issue with Juveniles having trouble finding places to complete their hours with non profit organizations. With this being said, we are proposing another option for juveniles to complete their community service hours with the City of Bixby as stated below.

City of Bixby Community Service Program

This program applies to juveniles assigned to complete community service hours with the City of Bixby and all City personnel responsible for managing and overseeing the program.

Hours:

- a. Summer Community Service will be from June 1 – August 1, on Tuesday and Thursdays, either a full 8 hour shift, or 7am-11am and 12pm-4pm session times.
- b. Fall and Winter Community Service will be on the weekends from 7am-11am or 12pm-4pm sessions. (It will be the 2nd and 4th Weekend Day, unless it falls on a holiday.)

Department:

a. Parks Department: (Jon Wood)

- i. Trash Pickup: Downtown, Bentley Park, Washington Irving Park and River Park.
- ii. Weed Removal: Downtown, Bentley Park, Washington Irving Park and River Park.
- iii. Bathroom Cleaning: Downtown, Bentley Park, Washington Irving Park and River Park

b. Public Works: (Eric Dye)

- i. Cleaning Graffiti
- ii. Collecting Trash along HWY 67 and Kimberly Clark Place
- iii. Cemetery Cleanup
 - 1. Memorial and Labor Day week before and after, pick up flowers

c. **Police Department: (Lt. Tim Scivner and Tommy Matthews)**

- i. Washing patrol cars
- ii. Waxing patrol cars
- iii. Sweeping the Alley
- iv. Hand pulling weeds at Gun Range
- v. Hand collection /pick up of spent ammo/brass at the range

Policy:

1. Defendant Responsibilities:

- Defendants assigned to community service must adhere to the following:
 - a. Report to the Court Clerk to schedule community service hours, review program rules, sign a liability waiver, and obtain a Community Service Log form.
 - b. Complete assigned tasks within designated timeframes and according to program guidelines.
 - c. Conduct themselves in a respectful and responsible manner while performing community service duties.
 - d. Maintain open communication with the Court Clerk and department supervisors regarding scheduling conflicts or other issues related to community service.

2. Court Clerk Responsibilities:

- The Court Clerk is responsible for:
 - a. Maintain a shareable calendar to track defendants' schedules, including their names, assigned departments and hours served.
 - b. Creating and organizing files for each defendant containing all necessary documents, including waivers and logs.(documents are attached)
 - c. Sending a list of defendants, along with their scheduled dates and times, to department supervisors by the Friday before the start date.
 - d. Providing training sessions for department supervisors to ensure consistent understanding and enforcement of program rules and expectations.

3. Department Supervisors' Responsibilities:

- Department Supervisors are responsible for:
 - a. Coordinating community service activities within their respective departments.
 - b. Assigning tasks to defendants and ensuring they are completed satisfactorily and in accordance with program guidelines.
 - c. Monitoring defendants' conduct and performance during community service hours.
 - d. Participating in training sessions provided by the Court Clerk to familiarize themselves with program rules and expectations.

4. Community Service Tasks:

- Community service tasks may include, but are not limited to, the following:

- a. Parks Department tasks, such as trash pickup, weed removal, and bathroom cleaning at specified locations.
- b. Public Works tasks, such as graffiti removal, trash collections along designated areas, and cemetery cleanup, including flower pickup around Memorial and Labor Day.
- c. Police Department tasks, such as washing and waxing patrol cars, sweeping alleys, and maintenance tasks at the gun range.

Enforcement: Non-Compliance with this policy may result in additional penalties or consequences as determined by the court.

CITY OF BIXBY
RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20____ by _____ (the "Volunteer"), in favor of the City of Bixby as a municipality.

The Volunteer desires to work as a volunteer for the Town and engage in current and future activities related to being a volunteer (the "activities"). The Volunteer understands the activities as described by the supervisor.

Release and Waiver: The Volunteer does hereby release and forever discharge and hold harmless the Town and its assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Volunteer's activities with the Town.

The Volunteer understands that this Release discharges the Town from any liability or claim that the Volunteer may have against the Town with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's activities with the Town, whether caused by the negligence of the Town or its officers, directors, employees, agents or otherwise. The Volunteer also understands that the Town does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance in the event of injury or illness.

Medical Treatment: The Volunteer does hereby release and forever discharge the Town from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteers activities with the Town.

Assumption of the Risk: The Volunteer understands that the activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities and release the Town from all liability for injury, illness, death, or property damage resulting from the activities.

Insurance: The Volunteer understands that, except as otherwise agreed to by the Town in writing, the Town does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

Other: The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. The Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, The Volunteer has executed this Release as of the day and year first above written.

PLEASE PRINT – ALL FIELDS ARE REQUIRED. SIGNATURE OF THE VOLUNTEER MUST BE GIVEN

Name of Volunteer: _____

Signature: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Witness & Accepted by Town Representative

Parent/Guardian of Minor Child _____

Emergency Contact Name & Phone Number _____

**MUNICIPAL COURT OF THE CITY OF BIXBY
COMMUNITY SERVICE PROGRAM**

CREDIT CAN NOT BE GIVEN IF NAME AND INFORMATION ARE NOT WRITTEN CLEARLY

LOCATION _____

DATE _____

SUPERVISOR _____

COURT CLERK _____

[illegible]

*****IMPORTANT***BEFORE YOU REPORT TO YOUR COMMUNITY SERVICE**

ASSIGNMENT:

- YOU MUST BRING YOUR WHITE COMMUNITY SERVICE FORM EVERYTIME THAT YOU REPORT TO COMMUNITY SERVICE OR YOU WILL NOT BE ALLOWED TO WORK
- YOU MUST REPORT TO THE ASSIGNED LOCATION AND GET WITH YOUR SUPERVISOR
- NO DRUGS, ALCOHOL, OR WEAPONS OF ANY KIND
- NO VISITORS ARE ALLOWED DURING YOUR COMMUNITY SERVICE.
- IT IS YOUR RESPONSIBILITY TO SIGN IN AND OUT, AND GET SUPERVISOR TO SIGN YOUR FORM EACH DAY

DRESS CODE:

YOU MUST WEAR JEANS, TEE SHIRT, AND TENNIS SHOES OR WORK BOOTS

NO SWEATPANTS, LEGGINGS, SHORTS, CAPRI PANTS, TANK TOPS, NO OPEN TOE SHOES OR SANDALS

CELL PHONES: NO CELL PHONES OR ELECTRONIC DEVICES ARE TO BE USED DURING COMMUNITY SERVICE WORK HOURS. ALL CELL PHONES MUST BE TURNED OFF THE ENTIRE TIME YOU ARE DOING COMMUNITY SERVICE.

MEDICATIONS: ONLY NECESSARY PRESCRIPTION MEDICATION IS PERMITTED AND MUST BE CARRIED IN ITS ORIGINAL CONTAINER. YOU MUST INFORM THE SUPERVISOR.

OTHER RULES:

- NO VIOLATIONS OF ANY CITY, COUNTY, MUNICIPAL, STATE OR FEDERAL LAW OR REGULATIONS
- NO ABUSIVE OR DISCOURTEOUS LANGUAGE WILL BE TOLERATED, INCLUDING RACIAL SLURS, SEXUAL OR VIOLENT LANGUAGE. NO DISCUSSION OF CRIMINAL ACTIVITY.

A WARRANT MAY BE ISSUED IF YOU FAIL TO SATISFY YOUR COMMUNITY SERVICE OBLIGATION.

COMPLETION OF COMMUNITY SERVICE HOURS:

- IT IS YOUR RESPONSIBILITY TO CONTACT THE COURT CLERK UPON YOUR COMPLETION AT 918-366-0424 TO VERIFY THAT YOUR COMMUNITY SERVICE OBLIGATION HAS BEEN SATISFIED AND TURN IN YOUR FORM.