

City Council Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
August 26, 2024 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 August 23, 2024, on or before 5:00 p.m.

Call to Order

Vice Mayor Founds called the meeting to order at 6:13pm

Roll Call

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

Members Present

Mayor Guthrie
Vice Mayor Founds
Councilor Girard (Not Present)
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
Joey Wiedel, Development Services Director
Todd Blish, Police Chief
Joe Sherrell, Fire Chief
Justin Dowd, City Engineer
Bryan Toney, Public Information Officer

Pledge of Allegiance

Invocation

Consent Agenda

- 1) Minutes for the Work Session dated 8/12/24.
- 2) Minutes for the City Council Meeting dated 08/12/24.

- 3) Minutes for the Personnel and Council Retreat dated 8/16/24-8/17/24.
- 4) Discuss and/or approve a School Resource Officer (SRO) contract between the City of Bixby and Bixby Public Schools for two (2) Officers for the 2024-2025 school year in the amount of \$165,265.80.
- 5) Discuss and/or approve School Resource Officer (SRO) contract between the City of Bixby and Bixby Public Schools for two (2) Officers for the 2024-2025 school year in the amount of \$126,329.90.
- 6) Discuss and/or approve the purchase of Bunker gear for the fire department's new firefighter in the amount of \$27,628.00.
- 7) Consider and/or approve the purchase of an upgrade of DIGI Security Systems for Fire Station 2 in the amount of \$15,593.16.
- 8) Consider and/or approve an agreement with Ice Challenge Enterprises, LLC for the skating rink installation, dismantling, and service for the 2024 season.
- 9) Consider and/or approve annual renewal website hosting and software package from CivicPlus, Inc. for FY25 in the amount of \$20,832.02. (City portion is \$10,918.81)
- 10) Consider and/or approve entering an agreement with Crossroads Communications for public communication services not to exceed \$15,000.00.
- 11) Discuss and/or approve an Amendment to the contract with Planning Design Group (P.D.G.) for the design of the Posey Creek Trail Project; the fee is \$16,500.
- 12) Consider and/or approve Correction Scrivner's Error – Resolution No. 2024-14 Continuation of 1% sales tax.

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

Mayor Guthrie says there is an amendment to item 1. Council was provided with a copy of Resolution No, 2024-14 with corrections for item 12 and a copy of the Agreement for Item10 for review.(A copy those items are attached to these minutes for reference)

Councilor Hirshey requests to pull items 4-5 for further discussions. Assistant Police Chief Andy Choate speaks on items 4-5 clarifying the difference of each contract. Victoria Oltmann spoke on item 3., Council Retreat minutes. Councilor Hirshey clarifies the proposal from PDG for landscaping and advises the final that will come back for council approval.

Mayor Guthrie asks for a motion to approve item 1-12. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried:4-0

Ayes: Founds, Hirshey, Schultz, Guthrie

Nays: 0

Absent: Girard

Regular Agenda

- 1) Discussion, consideration, and possible vote for approval of Final Plat (B.X.P.T.) 23.14; The Fountains.

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

Item presented by Joey Wiedel, Development Services Director

Others who spoke: Justin Morgan and Erik Enyardt, Tanner Consultants; Justin Dowd, City Engineer

Joey Wiedel provided the council with an overview of the project with feedback from Justin Morgan, Erik Enyardt, and Justin Dowd. Council inquired from staff and developers about the trail and fencing for the development. Discussion ensued as to the PUD and covenant for landscaping. Staff to verify with PDG against the PUD for fencing prior to any permit issuance.

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

Carried:4-0

Ayes: Founds, Schultz, Hirshey, Guthrie

Nays: 0

Absent: Girard

- 2) Discussion, consideration, and possible vote for approval of Final Plat (B.X.P.T.) 23.04; Henson Square.

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

Item presented by Joey Wiedel, Development Services Director

Others who spoke: None

Joey Wiedel provided the council with an overview of the Henson Square development.

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

Carried:4-0

Ayes: Founds, Schultz, Hirshey, Guthrie

Nays: 0

Absent: Girard

- 3) Discussion, consideration, and possible vote for approval of Site Plan (B.X.S.P.) 24.11; First National Bank.

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

Item presented by Joey Wiedel Development Services Director

Others who spoke: Justin Dowd, City Engineer Wallace Design Collective - applicant

Joey Wiedel provided the council with an overview of the First National Bank project. Justin Dowd, City Engineer, provided the Council with an update on the traffic access and signage.

Mayor Guthrie asks for a motion to approve item 3. Councilor Hirshey made a motion to approve,

seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried:4-0

Ayes: Hirshey, founds, Schultz, Guthrie

Nays: 0

Mayor Guthrie says items need to be moved around and moves item 4 to be heard between items 8-9. Mayor Guthrie calls items 5-6, then items 8-9, and then calls item 4.

- 4) Discussion, consideration, and possible vote for approval of Site Plan (B.X.S.P.) 24.12; Spartan Square.

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: Developer Josh McFarland, Red Dog Construction; Victoria Oltmann

Joey provided the council with an overview of the projects. Victoria Oltmann speaks on the item and expresses concerns for parking. Discussion ensued.

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

Carried:4-0

Ayes: Hirshey, Founds, Schultz, Guthrie

Nays: 0

Absent: Girard

Mayor Guthrie goes back to call item 9 next.

- 5) Discussion, consideration, and possible vote for approval of Planned Unit Development (B.X.P.U.D.) 24.05; Midland Development and Ordinance Number 2480.

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

Item presented by Joey Wiedel, Public Services Director

Others who spoke: Josh McFarland, Red Dog Construction; Larry Matz; Victoria Oltmann

Joey provided the council with an overview of the project. Victoria Oltmann and Larry Matz signed up to speak on the item. (Larry Matz provided the council with a packet of questions for council and staff for consideration; attached to these minutes for reference. Discussion ensued. Josh McFarland and Joey Wiedel address questions presented by Mr. Matz.

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

Carried:4-0

Ayes: Hirshey, Founds, Schultz, Guthrie

Nays: 0

Absent: Girard

- 6) Discussion, consideration, and possible vote to approve an emergency clause for Ordinance Number 2480 making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, safety, welfare, morals, and service to the citizens.

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

Item presented by Joey Wiedel, Public Services Director

Others who spoke: Developer Josh McFarland, Red Dog Construction; Larry Matz; Victoria Oltmann

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

Carried:4-0

Ayes: Founds, Hirshey, Schultz, Guthrie

Nays: 0

Absent: Girard

- 7) Discussion, consideration, and possible vote for approval of Planned Unit Development Major Amendment No. 1 (B.X.P.U.D.) 22.02 MA.01; Spartan Square and approve Ordinance 2479.

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

Item presented by Joey Wiedel, Public Services Director

Others who spoke:

Joey provided the council with an overview of the project. Discussion ensued.

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

Carried:4-0

Ayes: Hirshey, Founds, Schultz,, Guthrie

Nays: 0

Absent: Girard

- 8) Discussion, consideration, and possible vote to approve an emergency clause for Ordinance Number 2479 making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, safety, welfare, morals, and service to the citizens.

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

Item presented by Joey Wiedel, Public Services Director

Others who spoke:

Mayor Guthrie asks for a motion to approve item 8. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried:4-0

Ayes: Founds, Hirshey, Schultz, Guthrie

Nays: 0

Absent: Girard

Mayor Guthrie goes back to item 4

- 9) Discussion, consideration, and possible vote for approval of Planned Unit Development Major Amendment No. 1 (B.X.P.U.D.) 21.07 MA.01; Haikey Creek and approve Ordinance 2481.

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

Item presented by Joey Wiedel, Public Services Director

Others who spoke: Erik Enyart, Tanner Consultants; Paul Blair; Bryan Green Development Partner

Joey provided the council with an overview of the project. Council inquired of the Applicant, Erik

Enyart and Bryan Green Development partner Discussion ensued as to the specifics of the development partner. Paul Blair speaks on this item. Vice Mayor Founds expresses concern about home square footage.

Mayor Guthrie asks for a motion to approve item 9. Councilor Hirshey made a motion to approve the PUD Major Amendment with the following amendments: 25% of the dwelling sizes are at 1550 square feet, 25% 1650-square feet, and 50%-1750 square feet and the units will be 100% masonry along with the amenity package as shown, seconded by Councilor Founds. The vote was taken with the following results:

Carried:4-0

Ayes: Hirshey, Founds, Schultz, Guthrie

Nays: 0

Absent: Girard

- 10) Discussion, consideration, and possible vote to approve an emergency clause for Ordinance Number 2481 making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, safety, welfare, morals, and service to the citizens.

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

Item presented by Joey Wiedel, Public Services Director

Others who spoke: Erik Enyart, Tanner Consultants; Paul Blair; Bryan Green Development Partner

Joey provided the council with an overview of the project. Council inquired of the Applicant, Erik Enyart and Bryan Green Development partner Discussion ensued as to the specifics of the development partner. Paul Blair speaks on this item. Vice Mayor Founds expresses concern about home square footage.

Mayor Guthrie asks for a motion to approve item10. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried:4-0

Ayes: Founds, Hirshey, Schultz, Guthrie

Nays: 0

Absent: Girard

- 11) Motion to enter into Executive Session

- a. *Discussion on the annual employee performance and employment contract review of the City Manager. Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.1.*
- b. *Discussion on legal services performance and contract review. Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.1.*

Mayor Guthrie says this item is tabled to future Agenda.

- 12) Consider and take any necessary action resulting from the annual employee performance and employment contract reviews of the City Manager.

Mayor Guthrie says this item is tabled for future Agenda

- 13) Consider and take any necessary action resulting from the review of the legal services performance and contract reviews.

Mayor Guthrie says this item is tabled for future Agenda

14) City Manager's Report

City Manager Jared Cottle gives City Manager report and update

- 9/11-Memorial to be held at Washington Irving Park on 9/11 from 9am to 10am
- 9/8 and 9/22-Bixby Farmers Market 10to 2pm
- 9/21 Pioneer Day at Bixby Historical Society from 9 am to 1 pm
- 9/21 Chamber of Commerce-ribbon cutting ceremony at the Scalehouse
- 9/10 Human Society spay and neuter clinic from 7 am-2pm
- 9/2/24 City offices closed for the Labor Day Holiday

Mayor Guthrie announced that the City of Bixby was the winner of the the Mayor Challenge for the year 2024.

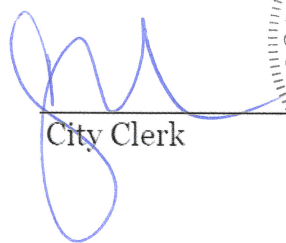
15) New Business

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

16) Adjournment

Adjournment was called at 7:55 pm



City Clerk



Mayor

[illegible]



AUG 14 2024

RESOLUTION NO. 2024-14

A RESOLUTION CALLING FOR AN ELECTION BY THE REGISTERED VOTERS OF THE CITY BIXBY, OKLAHOMA, TO CONTINUE THE ADDED CITY SALES TAX OF ONE PERCENT (1%) HERETOFORE PASSED APRIL 5, 1994, WHICH EXPIRES NOVEMBER 5, 2024, THEREBY CONTINUING THE THREE PERCENT (3%) TOTAL CITY OF BIXBY, OKLAHOMA SALES TAX UNTIL NOVEMBER 5TH, 2054, AND SETTING A DATE FOR APPROVAL OR DENIAL BY THE REGISTERED VOTERS OF THE CITY OF BIXBY, OKLAHOMA.

WHEREAS, the registered voters of the City of Bixby, Oklahoma approved on April 5, 1994, an additional city sales tax increase of one percent (1%) percent, be added to the two percent (2%) sales tax. Such one percent (1%) tax expires November 30, 2024, Ordinance No. 699, effective the 1st day of May 1994; and,

WHEREAS, the City Council for the City of Bixby, Oklahoma and the Citizens of the City of Bixby, are aware of the need and cost for repair, and replacement of municipal infrastructure and streets; and,

WHEREAS, the City Council believes it is in the best interest of the City of Bixby, Oklahoma and its Citizens that the one percent (1%) sales tax levy be extended for an additional thirty (30) years to cover the cost of needed expansion and maintenance of municipal improvements, and expenditure of such continuation be allocated as follows: Streets, fifty percent (50%); Sanitary Sewer, thirty percent (30%); Capital Improvements, twenty percent (20%).

WHEREAS, the proposed continuation of the sales tax requires a vote of approval by a majority registered voters of the City of Bixby, Oklahoma, setting the matter to be voted on, and the date of the election prescribed by Title 11, Oklahoma Statutes § 16-103.

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

Section 1. That there shall be set for election by the registered voters of the City of Bixby, Oklahoma that a vote be held on the 5th day of November 2024.

Section 2. That the ballot setting forth the following proposition shall be submitted to the registered, qualified voters of the City of Bixby, Oklahoma, at said election, to wit:

“PROPOSITION

SHALL THE CITY OF BIXBY, OKLAHOMA ENACT AN ORDINANCE AMENDING BIXBY CITY CODE, FINANCE AND TAXATION 2-5A-9 TERMINATION DATE, NOVEMBER 30, 2024, TO CONTINUE THE ~~THREE PERCENT (3%)~~ SALES TAX UNTIL NOVEMBER 30, 2054?”

one

(1%)

subject

The ballot setting forth the above proposition shall also contain in connection with such proposition the following words:

FOR ☐
The Above Proposition

AGAINST ☐
The Above Proposition

If the voter desires to vote for the above proposition, he shall **fill in the box** to the right of the word '**FOR**'.

If the voter desires to vote against the above proposition, he shall **fill in the box** to the right of the word '**AGAINST**'.

Section 3. That only the registered voters of the City of Bixby, Oklahoma, may vote upon the proposition as above set forth; that the said proposition, as set forth above, must be approved by a majority of the said voters voting on the proposition as said election; and that the returns of said election shall be made to and canvassed by the Tulsa and Wagoner County Election Boards. That the Tulsa and Wagoner County Election Boards shall be notified of such election by receipt of a copy of this Resolution.

The resolution considered and acted upon on this 12th day of August 2024. Upon vote taken, 4 YEA 0 NAY.

ATTEST:

SHANNON DURAN, City Clerk

(SEAL)



BRIAN GUTHRIE, Mayor

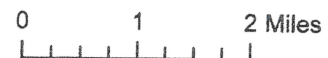
Robert Founds, Vice Mayor

APPROVED AS TO FORM:

PHIL FRAZIER, City Attorney

- 1
- 2
- 3
- 4
- 5

-



Current Time: 1/6/2023 5:02 PM
Boundaries adopted by Bixby City Council
12/12/2022 Ordinance #2425

To: Tulsa County Election Board

Proposition for placing on the November 5, 2024, election ballot for vote of the qualified registered voters for City of Bixby, Oklahoma, the following:

"PROPOSITION

**SHALL THE CITY OF BIXBY, OKLAHOMA ENACT AN ORDINANCE
AMENDING BIXBY CITY CODE, FINANCE AND TAXATION 2-5A-9
TERMINATION DATE, NOVEMBER 30, 2024, TO CONTINUE THE THREE ^{one}
PERCENT ^(1%) ~~(3%)~~ SALES TAX UNTIL NOVEMBER 30, 2054?"** ^{subject} ~~one~~ ^{SD}

The ballot setting forth the above proposition shall also contain in connection with such proposition the following words:

FOR ☐
The Above Proposition

AGAINST ☐
The Above Proposition

If the voter desires to vote for the above proposition, he shall
fill in the box to the right of the word **'FOR'**.

If the voter desires to vote against the above proposition, he shall **fill in the box** to the right
of the word **'AGAINST'**.

To: Wagoner County Election Board

Proposition for placing on the November 5, 2024, election ballot for vote of the qualified registered voters for City of Bixby, Oklahoma, the following:

"PROPOSITION

**SHALL THE CITY OF BIXBY, OKLAHOMA ENACT AN ORDINANCE
AMENDING BIXBY CITY CODE, FINANCE AND TAXATION 2-5A-9
TERMINATION DATE, NOVEMBER 30, 2024, TO CONTINUE THE THREE
PERCENT (3%) SALES TAX UNTIL NOVEMBER 30, 2054?"** *one*
Subject 50

The ballot setting forth the above proposition shall also contain in connection with such proposition the following words:

FOR ☐
The Above Proposition

AGAINST ☐
The Above Proposition

If the voter desires to vote for the above proposition, he shall
fill in the box to the right of the word '**FOR**'.

If the voter desires to vote against the above proposition, he shall **fill in the box** to the right
of the word '**AGAINST**'.

CONTRACT FOR PROFESSIONAL SERVICES

Public Relations Consultation Services
Crossroads Communications, LLC

This Contract ("Contract") for Public Relations and Information Services supporting the Bixby Sales Tax extension public information campaign is made and entered into as of the 26th day of August 2024 by and between the **City of Bixby** ("City"), an Oklahoma municipal corporation, and **Crossroads Communications, LLC** ("Consultant").

This Contract shall be in effect as of the 26th day of Aug 2024 and shall be in effect through the 30th day of November 2024. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discretely qualified source, to wit: municipal-focused public relations and marketing strategy, communication, planning, and implementation; crisis communications and Public Information Officer (PIO) services; social media and citizen-outreach communications management and execution; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below;

NOW, THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

The scope of this project includes the development and execution of an all-inclusive public information education campaign for a Sales Tax election.

- Coordination and execution of two public meetings.
- Branding and Messaging development for the campaign effort, including developing a logo and slogan for the election that compliments the City logo.
- Create 30 and 60-second video messages for social media and the City's public access cable channel.
- Create 2 to 4 impact-style (longer, 2 to 3 minute, typically) interview-style videos.
- Create 25 posts for social media deployment related to the campaign, including notices of meetings, reminders to vote, highlights of projects or needs, and sharing of specific campaign assets such as videos, graphics, etc.
- Create a media fact sheet and work with City communications staff as needed to develop and pitch story ideas, set up interviews, coordinate b-roll, and ensure strong public outreach.
- Create a PowerPoint deck for City staff to use to present election information to HOAs, the Chamber of Commerce, and other groups of interested residents.
- Create a self-mailer (flyer) suitable to send to all Bixby households and a version of the same to send home with students, should the school district permit the effort.
- Create a website branded for the campaign effort that includes all of the assets and information created for the campaign.

- Graphic design for charts, graphics, impact statements, video, etc., as required by the campaign plan.

II. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the scope of services identified in Section I of this contract, City acknowledges and agrees it is impossible to guarantee any particular outcome given that conditions governing such outcome are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant, or Consultant acting without authority from City.
3. The Consultant agrees that any advice or service provided under this Contract will be provided in good faith and to the best of the Consultant's knowledge and ability.

III. Compensation

1. Municipal public education efforts are billed at \$165/hr rather than our standard rate of \$180/hr in recognition of the public good. Executing the work according to the scope, the bulleted scope of work will be an estimated cost of not to exceed 90 hrs at \$165/hr, or \$14,850. Consultant will issue three invoices for this work, one upon the signing of the contract for one-third of the expected not-to-exceed cost; one on or about 10/15 for the second third of the work to be completed, and a final one on or about 11/5 for the remaining third of the work to be completed.

IV. Other Costs

1. We encourage the City to budget for printing costs, addressing, and postage for a self-mailer to be mailed to Bixby residents. Those costs can be estimated at \$3,000 for printing, tab closing, and addressing, plus the first-class postage rate of \$0.73/piece X approximately 10,000 households (substitute your exact number of households if known). We recommend utilizing Consolidated Printing Solutions in Tulsa for the printing, addressing, and mailing, but we will work with any reputable printer and mail house if the City has a preferred vendor. Any hard costs for advertising, printing or other support the City deems necessary is not included in the estimated costs for the project.

V. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence, unsatisfactory level of performance by Consultant, intentional misconduct of Consultant, or an unforeseeable bona fide change of circumstances rendering the Contract unable to be performed, upon fifteen (15) days prior notice by City. Prior to such termination by the City being effective, if requested by the Consultant in writing, the parties shall meet and confer within ten (10) calendar days in an attempt to resolve the issue(s). The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant for an undisputed amount that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An "Event of Default" under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties disagree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.
2. If the parties cannot resolve any dispute under this Contract prior to litigation being commenced, the parties agree that such dispute shall be submitted to a mediator in the Tulsa, Oklahoma, geographic area that is mutually agreeable to both parties. Each party shall pay one-half (1/2) of the mediation fee. Mediation shall be required before either party commences litigation against the other for claims related to this Contract.
3. Remedies shall be limited to direct and indirect damages, without consequential or punitive damages.

4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

If any provision under this Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract or its application that can be given effect without the invalid provision or application.

G. Limited Indemnification.

The City accepts full responsibility for its decisions to act or not act according to the advice provided by Consultant. To the extent permitted by law, City agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals and employees, and associates pertaining solely to claims by third parties for any claims or damages resulting in litigation that arise from the advice, materials or other items provided under this Contract by Consultant for the actions of Consultant directed or authorized by City.

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, general liability insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees. Consultant will provide current insurance certificates upon request by City.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

I. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.
3. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants

that, in the performance of this Contract, no person having any such interest shall be employed.

J. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

K. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.
3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

L. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state. The venue for any lawsuit arising under this contract shall be the District Court of Tulsa County, Oklahoma.

M. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained

herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

N. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged, or modified in any respect, nor may this Contract be terminated or canceled, except in writing signed by the parties.

O. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract. The parties shall follow any telephone, cell phone or electronic notices by a mailed notice so that the other party receives a "hard copy" of the notice given.

For notices to City

City of Bixby

Attn: Jared Cottle, City Manager

PO Box 70, Bixby OK 74008

jcottle@bixbyok.gov

With a copy to:

Phil Frazier, City Attorney

PO Box 70, Bixby, OK 74008

For notices to Consultant:

Crossroads Communications, LLC

Attn: Mandy Vavrinak, Managing Member

6660 S. Sheridan Rd., Ste. 200

Tulsa, OK 74133

(918)-633-4397

mandy@crossroads-team.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

REMAINDER OF PAGE IS BLANK

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Bixby

Jared Cottle, City Manager

Date _____

ATTEST:

Shannon Duran, City Clerk

Approved as to form and legality this _____ day of _____, 2024:

Phil Frazier, City Attorney

Accepted for Crossroads Communications, LLC

Mandy Vavrinak, Managing Member

Date _____

Midland Addition E. Needles Concerns

Presented by Larry Matz (ASME), Resident: 105 E. Needles
8-26-24 Council Meeting

- 1.) Zoning for Midland Tract B appears to be zoned CS (Commercial Shopping)
 - a. Have we accepted an 11-3-2: - ZONING CLEARANCE PERMIT ? or
 - i. Begun the processes started to change the tract B to a residential zoning status of RE, RS or RM or RT?
 - ii. Will we adhere to the residential requirements outlined in code 11-7?

The purpose of the request is to ensure the townhomes will only be townhomes in the future since it is in a multi-use zone an argument could be made to turn them into something else.

- 2.) If we are to assume an RT clearance then will all the units have the following requirements as outlined in 11-7B-4: - BULK AND AREA REQUIREMENTS: A.RE, RS, RD, RT, and RM Districts:1.Table 2? (See attached highlighted and bold)
- 3.) The PUD calls for a zero-setback allowance which I believe will negatively impact the residential appearance and the beautification the city has spent monies to provide a 'soft' appearance on Needles. My proposed modifications may require a fewer number of Townhomes to meet the requirements but even then, they would appear wider in the front and more appealing.
- 4.) The PUD also calls for moving the utilities. However, IF they are maintained in the front of the property as the residential pattern of Needles Ave. has currently, it would support the appropriate setback requirements requested and cost the city less in infrastructure changes.
- 5.) Can we make the requirements such that at a bare minimum the South side of E. Needles mirrors the North side of E. Needles (regarding the setbacks) to match the Museum side of the street? (See attached)
- 6.) The PUD calls for a maximum height allowance which indicates a ~~3~~⁵-story structure.
- 7.) The plan does not spell out the distance between townhouses or usage and would request a stipulation that the separation between units be designated as public access to the museum and the North side of Needles from the proposed parking lot. (May want to eliminate windows on the first-floor side of the townhomes since that egress will be open to the public between the quads.)
- 8.) The plan does not indicate the distance between the townhouses and the East side of the property line and would request a 15' (15 feet) minimum for the East side of the property for fire safety, considering the proposal is for constructing a 3-story building.
- 9.) Safety is a key factor in the building of the groups of townhouses. Will the fire department have adequate access between the townhouses at a 10' foot separation for a 3-story building in case of an emergency? I believe our current code to be 5' per story so a 3-story building would require an appropriate 15' (15 feet) separation between units.
- 10.) Is there enough fire suppression support for the fire department in case of an emergency (i.e. fire hydrants) for 16 (sixteen) or (4 quad-unit) 3-story buildings on this section of E. Needles Ave.?
- 11.) Please have artist renditions of the proposed construction from the E. Needles Ave. arterial perspective presented before deciding on approval.



11-7B-4: BULK AND AREA REQUIREMENTS:

A. RE, RS, RD, RT, and RM Districts:

1. Table 2:

TABLE 2. BULK AND AREA REQUIREMENTS IN RE, RS, RD, RT AND RM DISTRICTS											
	RE	RS-1	RS-2	RS-2.5	RS-3	RS-4	RD	RT	RM-1	RM-2	RM-3
Lot width (minimum feet):											
Single-family	150	100	75	70	65	50	60	50	60	60	60
Duplex							60	60	60	60	60
Multi-family									100	50	50
Townhouse development unit minimum footage width								70	100	100	100
Townhouse dwelling unit minimum footage width***								20	20	20	20
Lot area (minimum square feet):											
Single-family	24,000	13,500	9,000	8,500	6,900	5,500	6,900	5,500	6,000	6,000	6,000
Duplex							6,900	6,900	6,900	6,900	6,900
Multi-family									10,000	6,000	6,000
Townhouse per dwelling unit minimum								1,800	1,800	1,800	1,800

	RE	RS-1	RS-2	RS-2.5	RS-3	RS-4	RD	RT	RM-1	RM-2	RM-3
Land area per dwelling unit (minimum square feet):											
Single-family	28,375	16,000	10,875	9,600	8,400	6,750	8,400	6,750	7,500	7,500	7,500
Duplex							4,200	4,200	4,200	4,200	4,200
Townhouse development								2,400	2,400	2,400	2,400
Multi-family, less than 2 bedrooms									3,100	2,400	1,742
Multi-family, 2 or more bedrooms									4,356	3,100	1,742
Height	48	48	48	48	48	48	48	48	48	48	48
Maximum number of stories	3	3	3	3	3	3	3	3	3	3	3
Livability space	12,000	7,000	5,000	4,500	4,000	2,500	2,000	1,000	1,000	400	200
Front yards arterial	35	35	35	35	35	35	35	35	35	35	35
Front yards not arterial	35	35	30	30	25	25	20	20	25	25	25
Rear yards	25	25	25	25	20	20	20	20	20	10	20
One side	15	10	10	10	5	5	5	**	10	10	15
Other side	15	5	5	5	5	5	5	**	10	10	15

Notes:

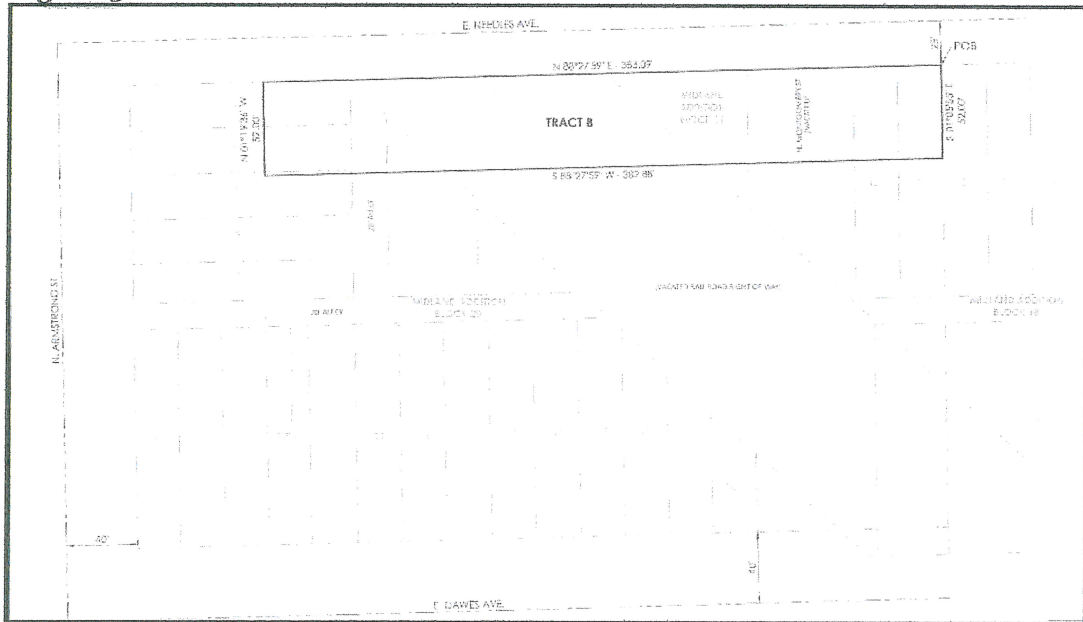
**** 5 feet on unattached side, 0 feet on attached side only.**

***** Maximum 4 units per development width.**

2. Modification and Explanation of Bulk Area Requirements:

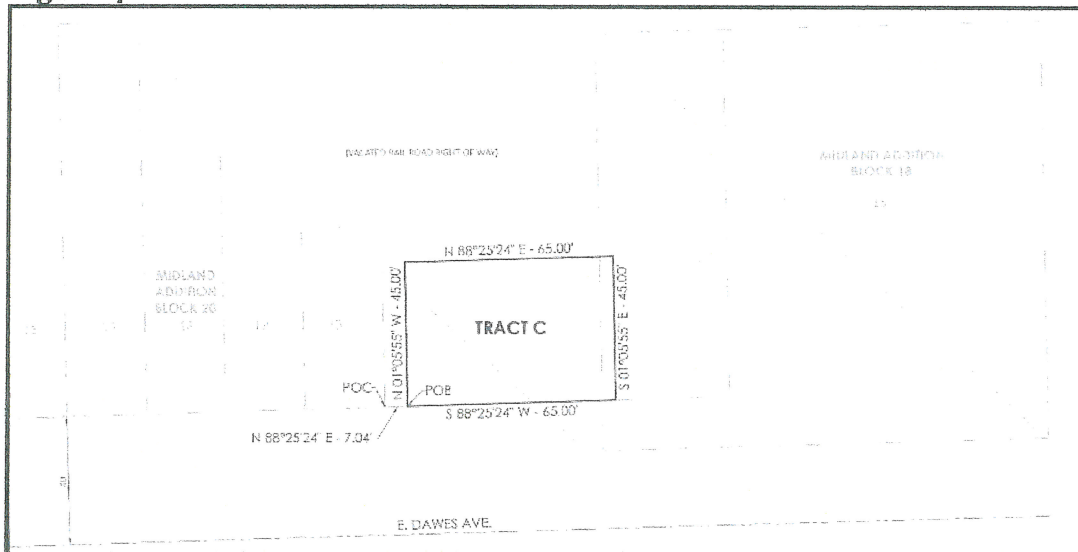
- a. **"Height of structure" is defined as the distance from front yard finished grade to top roof ridgeline limited to no more than three (3) stories.**
- b. **Front yard and any yard abutting a street shall be measured from the centerline of abutting street; add to the distance designated in table 2 of this section, one-half (½) the right-of-way width designated on the major street plan, or twenty-five feet (25') if the street is not designated on the major street plan (minimum feet).**
- c. **All multi-family dwellings and their accessory buildings, except garages, shall be set back at least twenty-five feet (25') from any RE or RS district. A single-story limitation shall apply to multi-family dwellings which are within fifty feet (50') of an RE or RS district.**
- d. **Livability space within an RT district shall be provided on each townhouse lot or in common areas within the townhouse development as designated on the subdivision plat.**
- e. **When a lot or portion of a lot abuts a cul-de-sac having a radius greater than twenty-five feet (25'), or when a lot or portion of a lot abuts a nonarterial street right-of-way which exceeds fifty feet (50') in width, the setback distance designated in table 2 of this section shall be measured from the property line.**
- f. **"Townhouse development unit" shall mean the total of units sharing common walls. "Townhouse dwelling unit" shall mean a single-family unit when combined with other dwelling units to compose a development unit.**

Figure 3:



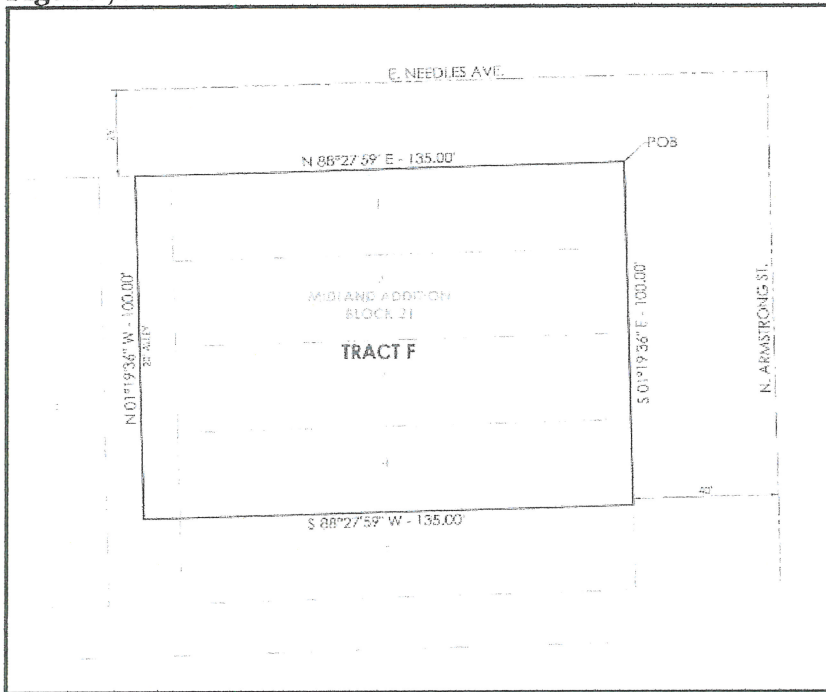
Site Stats: Tract B
0.46 Acres +/-

Figure 4:



Site Stats: Tract C
0.07 Acres +/-

Figure 7:



Site Stats: Tract F
0.31 Acres +/-

Figure 8: Development Site Plan



CITY OF BIXBY

*P.O. Box 70
116 W. Needles Ave.
BIXBY, OK 74008
(918) 366-4430
(918) 366-6373 (fax)*

Development Services – Engineering Memo

To: Joey Wiedel, Development Services Director
From: Justin Dowd, City Engineer
CC: Public Works
Development Services
Fire Department
City Manager
Tim Boekman, CJC Architects
File
Date: July 24, 2024
Re: **BXPUD-24.05 Midland Development**

Engineering Review Comments:

- The existing building is currently located over the existing sewer. Any new buildings will not be allowed to be built over public infrastructure. The existing sanitary sewer may require replacement with the redevelopment of the property.
- There is an existing waterline running across the site. No new buildings will be allowed to be built over public infrastructure. Additionally, this line is small, and upsizing this line and/or relocating this line may be necessary with the redevelopment of the property.

GENERAL PROVISIONS:

Base Zoning: CH.

Permitted Uses: Uses permitted by right (including all uses customarily accessory thereto) within the CH district, except as modified in the table below. "Stacking" of uses customarily found in a mixed-use development shall also be allowed.

Principal Uses Permitted		Base District CH	Allowed by this PUD
No.	Name		
1	Areawide uses	X	X
2	Areawide special exception uses	SUP	SUP
3	Agriculture	NP	NP
4	Public protection and utility facilities	X	X
5	Community services and similar uses	X	X
6	Single-family dwelling	E	X
7	Duplex dwelling	E	X
7A.	Townhouse dwelling	NP	X
8	Multi-family dwelling and similar uses	SUP ²	X
9	Manufactured home dwelling	NP	NP
10	Off street parking areas	X	X
11	Offices and studios	X	X
12	Entertainment establishments and eating establishments other than drive-ins	X	X
13	Convenience goods and services	X	X
14	Shopping goods and services	X	X
15	Other trades and services	X	X
16	Ministorage	PUD	NP
17	Automotive and allied activities	X	X
18	Drive-in restaurants	X	X
19	Hotel, motel and recreation facilities	X	X
20	Commercial recreation; intensive	SUP	NP
22	Research and development	X	X
22A.	Science and technology	NP	NP
23	Warehousing and wholesaling	X	NP
24	Oil and gas drilling and mining and mineral processing	NP	NP
25	Light manufacturing and industry	SUP	NP
26	Moderate manufacturing and industry	NP	NP
27	Heavy manufacturing and industry	NP	NP

NP = Not permitted

X = Use permitted by right

E = Special exception

SUP = Specific use permit

	Base District CH	Allowed by this PUD
Bulk and Area Requirements		
Frontage (minimum feet):		
Arterial	n/a	0
Not an arterial	n/a	0
Floor area ratio (maximum)	n/a	n/a
Setback from centerline of abutting street (minimum feet): Measured from centerline of abutting street; add to the distance designated in the column to the right ½ of the right-of-way width designated on the major street plan, or 25 feet if the street is not designated on the major street plan:		
Arterial	n/a	0
Not an arterial	n/a	0
Setback from abutting R district:		
Boundary lines (minimum feet)	n/a	0
Building height (maximum feet)	5 stories or 70 feet	5 stories or 70 feet

Screening: No internal screening of differing uses within the boundaries of the PUD is required.

Operations Restrictions: Permitted uses shall have slight or no objectionable emission of odors produced by business operations.

1. Building Form Standards:

- a. The following deviations from the Downtown Overlay District are allowed:
 - i. Distance between entries is not applicable.

2. Site Standards:

- a. The following deviations from the Downtown Overlay District are allowed:
 - i. Rear setback 0'-0" minimum.

3. Parking:

- a. No on-site parking will be required for the permitted uses.

4. Lighting: