# City of Bixby
# Bixby Public Works Authority
# Meeting Agenda

| Monday, March 24, 2025 | Immediately Following the City Council Meeting | Bixby Municipal Building 111 N. Cabaniss Ave., Bixby, OK 74008 |
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**Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.**

## Call to Order

Chairman

## Roll Call

Shannon Duran, City Clerk

## Consent Agenda

## Secretary's Report

## Consider and Approve:

1) Minutes for the Bixby Public Works Authority Meeting dated 03/10/25.

2) Discussion and possible action to enter into a contract with CBEW for the FY-25 audit in the amount of $10,450 (BPWA portion).

3) Discuss and/or approve acceptance of Waterline Repair Project, located at 151st and Sheridan; final cost was $36,744.40.

4) Approve repairs to High Return Pump at BWRF; total cost $3,480.

5) Discuss and Approve repairs to 555 Lift Station pump; total cost $7,600.

## Regular Agenda

1) Consider, discuss, adopt, deny, amend or revise a Resolution authorizing the issuance of not to exceed $10,000,000.00 Bixby Public Works Authority Promissory Note, Series 2025; Approving a loan agreement. Promissory Note, Security Agreement, and Sales Tax and Authorizing such other documents and agreements as may be necessary or required to provide for sewer improvements; Authorizing the Sale of Note to the Oklahoma Water Resources Board and containing other provisions relating thereto. Resolution 2025-5

   Charles Barnes, Finance Director, Bea Aamodt, Public Works Director

2) Adjournment

### Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of March 21, 2025, on or before 5:00 p.m., at City Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008.

Respectfully Submitted

Shannon Duran
City Clerk

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

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

## For Special Accommodations

Persons who require a special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: City Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008, 918-366-4430 or email City Clerk, Shannon Duran (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

# Regular Agenda Item Commentary

## Item Title

Minutes for the Bixby Public Works Authority Meeting dated 03/10/25.

## Initiator

## Staff Information Source

## Background

## Exhibits

1. Minutes

## Key Issue

## Council Action

## Recommendation

**Item No:** 1.

## Meeting Date

March 24, 2025

## Meeting

20250324 Bixby Public Works Authority Agenda

# Bixby Public Works Authority Meeting Minutes

Bixby Municipal Building
111 N. Cabaniss Ave., Bixby, OK 74008
March 10, 2025 at 6:00 PM

The agenda for the regularly scheduled meeting of the Bixby Public Works Authority of the city of Bixby was posted on the bulletin board at the Bixby Municipal Building, 111 N. Cabaniss Ave., Bixby, OK 74008 on March 7, 2025, on or before 5:00 p.m.

## Call to Order

Mayor Girard called the Bixby Public Works Authority Meeting to order at 6:10 pm.

## Roll Call

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

**Members Present**
Mayor Girard
Vice Mayor Founds
Councilor Hirshey
Councilor Schultz

**Staff Present**
Joey Wiedel, City Manager Interim
Shannon Duran, City Clerk
Phil Frazier, City Attorney
Charles Barnes, Finance Director
Bea Aamodt, Public Works Director
Todd Blish, Police Chief
Joe Sherrell, Fire Chief
Justin Dowd, City Engineer
Bryan Toney, Public Information Officer

## Consent Agenda

1) Minutes for the Bixby Public Works Authority Meeting dated 2/24/25.

2) Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-25 Financial Statement preparation and accounting assistance as needed in the amount of $25,000 (BPWA portion).

3) Discuss and/or approve purchasing two trucks for Water Department from Bill Knight Ford; total $106,815

4) Discuss and/or approve payment to Tri-Star Construction for emergency waterline repair at 107th and 96th E Ave; total cost of $18,378.82

5) Discuss and/or approve payment to Tri-Star Construction for emergency waterline repair at 107th and 96th E Ave; total cost of $53,778.82

Mayor Girard said Items 1-5 on the Consent Agenda is up for discussion and consideration.

Mayor Girard asks for a motion to approve items 1-5. Vice Mayor Founds made a motion to approve, seconded by Mayor Girard. The vote was taken with the following results:

Carried:4-0

Ayes: Founds, Girard, Schultz, Hirshey
Nays: 0

## Regular Agenda

1) Adjournment

Adjournment was called at 6:11 pm

____________________________
Mayor

____________________________
City Clerk

# Consent Agenda Item Commentary

## Item Title

Discussion and possible action to enter into a contract with CBEW for the FY-25 audit in the amount of $10,450 (BPWA portion).

## Initiator

Charles Barnes

## Staff Information Source

Charles Barnes

## Background

FY-25 will be a continuation of commitment by the accounting firm CBEW Professional Group, LLP for the City's annual audit. We have been pleased with the work they have performed, their knowledge of governmental auditing requirements and their professional staff.

## Exhibits

1. City of Bixby-2025

## Key Issue

Contract for the audit of the BPWA's financial statements.

## Council Action

Approve or Deny

## Recommendation

Approve

**Item No:** 2.

## Meeting Date

March 24, 2025

## Meeting

20250324 Bixby Public Works Authority Agenda

**CBEW Professional Group, LLP**
Certified Public Accountants
P.O. Box 790
Cushing, OK 74023
918-225-4216 FAX 918-225-4315

Charles E. Crooks, Jr., CPA – Trisha J. Rieman, CPA – Gabrielle Conchola, CPA

March 13, 2025

Charles Barnes, CPA
City Treasurer/Finance Director
And those charged with Governance
City of Bixby
P.O. Box 70
Bixby, OK 74008

RE: Financial Audit for the Fiscal Year Ended June 30, 2025

Thank you for allowing CBEW Professional Group, LLP to perform auditing services for your City. This letter sets forth our understanding of the arrangements to conduct an audit of your financial statements and outlines the nature and scope of the services we will provide to you.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Bixby (City) as of and for the fiscal year ended June 30, 2025. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subject to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules and related footnotes.
3. Pension Schedules.

**Audit Scope and Objectives (Continued)**

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements taken as a whole:

1. Schedule of Expenditures of Federal Awards, if applicable.
2. Combining Fund Financial Statements.

The funds and Public Trusts encompassed in the audit scope of services will include all of those activities defined as a part of the City in accordance with the guidelines of the National Council on Government Accounting (NCGA) and the Governmental Accounting Standards Board (GASB). Therefore, in addition to the City, the audit will present the financial activities of the Bixby Public Works Authority as blended component units. A separate audit report will not be issued for the Public Works Authority.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (Continued)**

We have identified the following significant risk(s) of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

Our audit of financial statements does not relieve you of your responsibilities.

**Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

**Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Upon completion of the audit we will file the Annual Survey of City and Town Finances (form SA&I 2643), described in Section 17-105.1 of the Oklahoma Statutes as prepared by your consultant. We will submit a copy of the audit to the Oklahoma State Auditor and Inspector (with the required $100 fee). Further, we will available to answer questions throughout the year. This regulatory filing is a nonaudit service and does not constitute an audit under *Government Auditing Standards.* We will perform these services in accordance with applicable professional standards.

**Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements).

**Responsibilities of Management for the Financial Statements and Single Audit (Continued)**

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). We understand that your consultants, Crawford & Associates, P.C., will draft the financial statements, related notes, and supplemental information, including the schedule of expenditures of federal awards, if applicable, in accordance with the requirements of the Uniform Guidance, and assist in drafting the MD&A. Even though your consulting CPA firm prepares your financial statements and related notes in conformity with generally accepted accounting principles in the United States of America, the responsibility for the financial statements and related information remains with you. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

**Responsibilities of Management for the Financial Statements and Single Audit (Continued)**

Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards.

You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information

**Responsibilities of Management for the Financial Statements and Single Audit (Continued)**

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

**Engagement Administration, Fees, and Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We understand that your consultant will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules and retrieving supporting documents. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, the City will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

**Engagement Administration, Fees, and Other (Continued)**

The audit documentation for this engagement is the property of CBEW Professional Group, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oklahoma State Auditor and Inspector (with the required $100 fee), a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CBEW Professional Group, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will perform these services as expeditiously as possible in order to meet the time requirements of the engagement. Chuck Crooks is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our fieldwork as soon as practical following Crawford & Associates completion of their work. It is understood that Crawford & Associates, P.C. will prepare necessary end of year adjusting entries, convert the accounting records from a modified cash basis to GAAP, as applicable, prepare working trial balances, and provide back-up documentation to us as auditors. Additionally, your consultants and your accounting personnel would be available to answer questions and to provide assistance in locating records and any documents selected by us for testing, and to prepare schedules and analyses as may be necessary. A list of such schedules will be furnished to you shortly before or after we begin the engagement.

Every effort will be taken to keep that fee to a minimum consistent with the requirements of the engagement. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be addressed in Exhibit 1. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered at the conclusion of the audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. This engagement does not include any services not specifically stated in this letter. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you the scope of the additional services and the estimated fees.

**Engagement Administration, Fees, and Other (Continued)**

We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. Additional services of a significant nature, which you may request, will be billed separately.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Board of City Commissioners of the City of Bixby. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

***Our Privacy Policy—Your Privacy is Important to Us***

Preserving your trust is a core value of our practice and the accounting profession. CBEW Professional Group, LLP recognizes that you expect us to protect the information you provide to us and to use it responsibly. We highly value your trust and confidence in us, and we want to assure you that any personal information obtained during our audit is kept confidential and secure. We are strongly committed to fulfilling the trust that is the foundation of your expectations.

We follow standard industry practices to actively protect the confidentiality, security, and integrity of your information. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We also maintain physical, electronic, and procedural safeguards that comply with our professional standards. In so doing, we restrict access to your personal information to those employees who need to know that information to provide services to you. Additionally, our employees are bound by strict internal confidentiality policies.

The audit documentation (working papers) for this engagement is the property of CBEW Professional Group, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain documentation available to a Federal or State agency providing direct or indirect funding or its designee or to the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying any audit documentation.

In the event we are requested or authorized by you or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement, you will, so long as we are not part to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

**Other**

Our firm, as well as other accounting firms, participates in the AICPA's peer review program covering our audit and accounting practice. This is also a requirement of *Government Auditing Standards.* Under this program, our system of quality control is subjected to a peer review by a team of certified public accountants approved by the state administering entity. As part of this peer review, the team will review a sample of our work. It is possible that the work performed for you may be selected for their review. If it is, the peer review team is bound by professional standards to keep all information confidential.

*Government Auditing Standards* (Yellow Book) require that we provide you with a copy of our most recent external peer review report. Our 2022 peer review report accompanies this letter.

We are confident that CBEW Professional Group, LLP can continue to meet your current and ongoing needs. If you have any questions, please contact us at 918-225-4216. We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
**CBEW PROFESSIONAL GROUP, LLP**
**Certified Public Accountants**

Chuck E. Crooks

Chuck E. Crooks, CPA
Partner and Audit Department Coordinator

**ACKNOWLEDGMENT:**

The foregoing letter fully describes the services required and is accepted by us.

"CITY"

**THE CITY OF BIXBY, OKLAHOMA**,
a municipal corporation

Date: __________________________ By: ________________________________________

Contract amount approved by the Bixby City Council on this ____ day of ____________ 2025.

By:_________________________________________
Mayor

ATTEST:

_________________________________________
City Clerk

APPROVED:

_________________________________________
City Attorney

EXHIBIT 1

# AUDIT FEES

Our estimate of fees as calculated below represents the maximum amount of fees to be charged annually based on the scope of services set forth in the engagement letter, which is made a part of the audit fee consideration and this cost information.

Our fees are based on hourly rates by personnel as follows:

| | |
|---|---|
| Partners (CPA's) | $ 225.00 per hour |
| Staff Accountants (CPA's and Degreed Accountants) | $ 100.00 to 175.00 per hour |
| Clerical Staff (Non-Degreed) | $ 65.00 to 85.00 per hour |

We will provide management support throughout the year on financial matters and other consulting services as needed at the above rates. Because of the expertise needed to assist management on financial matters during the year it is anticipated that partner level assistance would normally be necessary, however, additional services, when requested, would be performed by the competent individuals with a rate most beneficial to the City in the circumstances.

1. Conduct annual audits of the financial statements of the City of Bixby and its component units in conformity with AICPA Standards, *Governmental Auditing Standards,* and continuing requirements of GASB standards. The fee also includes preparation of the Management letter and SA&I Form 2643.

| | |
|---|---|
| 100 hours estimated @ $183.00 average rate | $ 18,300.00 |

2. Additional requirements of Uniform Guidance.

| | |
|---|---|
| 16 Hours estimated @ $125.00 average rate. | 2,000.00 |
| 2. Travel and out-of-pocket expenses. | 500.00 |
| 3. SA&I Filing Fee. | 100.00 |
| Total Maximum Fees including expenses | $ 20,900.00 |

With this proposal we are committing to a three-year engagement subject to your annual approval based on the scope of services currently requested. Our proposed audit fees for the subsequent two years ending June 30, 2025-June 30, 2027 would increase no more than $500 each subsequent year.

This proposal continues our original five-year engagement commitment dated August 26, 2011 subject to your annual approval based on the scope of services currently requested reflecting annual increases of $500.00. The above fee has increased by $500 from the amount shown in our 2024 engagement letter.

EXHIBIT 2

# COPY OF PEER REVIEW REPORT

Our firm is a member of the American Institute of Certified Public Accountants (AICPA), the national professional organization of CPA's and the Division for CPA Firms of the AICPA which is a voluntary self-regulatory organization established to foster quality performance. Member firms must complete "Peer Reviews" of their accounting and auditing practices every three in order to retain membership in the AICPA. Peer reviews are also a requirement of *Government Auditing Standards*. Our firm has successfully completed thirteen independent peer reviews of its accounting and auditing practice over the past 40 years. The reviews concluded that our firm complies with the stringent quality control standards set by the AICPA. *Our last seven peer reviews resulted in no letter of comments or deficiencies which ranks our firm in the top 10% of reviewed firms nationally.* A copy of our latest peer review report is attached which covers the year ended December 31, 2021.

# CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve acceptance of Waterline Repair Project, located at 151$^{st}$ and Sheridan; final cost was $36,744.40

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: On January 13th, 2025, the Council approved a project to repair a Waterline crossing 151st near Sheridan.

EXHIBITS: None

KEY ISSUE: Infrastructure Repair

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _________

MEETING DATE: 3/24/2025

MEETING: BPWA

**Unified Contractors, L.L.C.**
301 119th St
Jenks, OK 74037 USA
shelby@unifiedok.com

# Invoice

| BILL TO | SHIP TO |
|---|---|
| 107 City of Bixby-WL 151st & Sheridan<br>116 W. Needles Ave.<br>P.O. Box 70<br>Bixby, Oklahoma 74008 | 107 City of Bixby-WL 151st & Sheridan<br>116 W. Needles Ave.<br>P.O. Box 70<br>Bixby, Oklahoma 74008 |

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|---|---|---|---|---|---|
| 222 | 03/10/2025 | $36,744.40 | 04/09/2025 | Net 30 | |

| DATE | SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **Main Waterline** | Removal and disposal of 12" C-900 from casing | 1 | 7,150.00 | 7,150.00 |
| | **Main Waterline** | Install 12" C-900 Waterline pipe | 8 | 2,275.00 | 18,200.00 |
| | **Main Waterline** | Install Bell Joint Restraints | 6 | 375.00 | 2,250.00 |
| | **Main Waterline** | 12" Solid Sleeve | 3 | 595.00 | 1,785.00 |
| | **Main Waterline** | 12" Mega-lug Restraints | 8 | 325.00 | 2,600.00 |
| | **Main Waterline** | Casing Spacers | 8 | 135.00 | 1,080.00 |
| | **Main Waterline** | #12 Coated Copper Tracer Wire | 140 | 1.75 | 245.00 |
| | **Main Waterline** | Regrade and Sod on Disturbed Area(s) | 432 | 7.95 | 3,434.40 |

BALANCE DUE **$36,744.40**

# CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve repairs to High Return Pump at BWRF; total cost $3,480

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: Rebuild Wilo Pump T17-6 –Parts, labor, and delivery to disassemble, check, steam clean, test, recondition windings, furnish and install bearings, new mechanical seals and O-rings, assemble, test and paint; $3,480

EXHIBITS: None

KEY ISSUE: Lift Station Maintenance

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _________

MEETING DATE: 3/24/2024

MEETING: BPWA

# CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve repairs to 555 Lift Station pump; total cost $7,600

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: Rebuild 25 HP Pump at 555 LS –Parts, labor, and delivery to disassemble, check, steam clean, test, recondition windings, furnish and install bearings, new mechanical seals and O-rings, assemble, test and paint; $7,600

EXHIBITS: None

KEY ISSUE: Lift Station Maintenance

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _________

MEETING DATE: 3/24/2024

MEETING: BPWA

# Regular Agenda Item Commentary

## Item Title

Consider, discuss, adopt, deny, amend or revise a Resolution authorizing the issuance of not to exceed $10,000,000.00 Bixby Public Works Authority Promissory Note, Series 2025; Approving a loan agreement. Promissory Note, Security Agreement, and Sales Tax and Authorizing such other documents and agreements as may be necessary or required to provide for sewer improvements; Authorizing the Sale of Note to the Oklahoma Water Resources Board and containing other provisions relating thereto. Resolution 2025-5

## Initiator

Charles Barnes, Bea Aamodt

## Staff Information Source

Charles Barnes, Bea Aamodt

## Background

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $10,000,000.00 BIXBY PUBLIC WORKS AUTHORITY PROMISSORY NOTE, SERIES 2025; APPROVING A LOAN AGREEMENT, PROMISSORY NOTE, SECURITY AGREEMENT, AND SALES TAX AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY**

## Exhibits

1. Resolution Number 2025-5 BPWA - OWRB Loan Application

## Key Issue

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $10,000,000.00 BIXBY PUBLIC WORKS AUTHORITY PROMISSORY NOTE, SERIES 2025**

## Council Action

Approve or Deny

## Recommendation

Approve

## Item No: 1.

## Meeting Date

March 24, 2025

**Meeting**

20250324 Bixby Public Works Authority Agenda

**RESOLUTION NO.2025-5**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $10,000,000.00 BIXBY PUBLIC WORKS AUTHORITY PROMISSORY NOTE, SERIES 2025; APPROVING A LOAN AGREEMENT, PROMISSORY NOTE, SECURITY AGREEMENT, AND SALES TAX AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY AND AUTHORIZING SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AUTHORIZING THE SALE OF THE NOTE TO THE OKLAHOMA WATER RESOURCES BOARD AND CONTAINING OTHER PROVISIONS RELATING THERETO**.

**WHEREAS**, the Authority was created by a Trust Indenture, dated as of December 1, 1964, (the "Trust Indenture"), for the use and benefit of the City of Bixby, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

**WHEREAS**, the Authority has determined that, in order to provide funds for making necessary improvements to the sanitary sewer systems leased to the Authority by the City, it will issue its Promissory Note, Series 2025 (the "Note"), in the aggregate principal amount of not to exceed $10,000,000.00; and

**WHEREAS**, the Authority has determined in connection with the issuance of the Note that Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, as Bond Counsel (the "Bond Counsel") and Municipal Finance Services, Inc., as financial advisors (the "Financial Advisor"), provide necessary bond counsel services and financial advisory services to the Authority in connection with the issuance of the Note;

**WHEREAS**, there has been presented to this meeting a form of Loan Agreement between the Authority and the Oklahoma Water Resources Board ("OWRB"), a form of Note between the Authority and OWRB, a form of Security Agreement between the Authority and OWRB, and form of Sales Tax Agreement between the Authority and the City (collectively the "Loan Documents"), authorizing and providing for the issuance of and security for the Note.

**BE IT RESOLVED BY THE TRUSTEES OF THE BIXBY PUBLIC WORKS AUTHORITY:**

**Section 1.** The general counsel, Bond Counsel, Financial Advisor, and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the application for loan to the Oklahoma Water Resources Board and for the sale, issuance and delivery of the Note.

**Section 2.** The form of Loan Documents are approved, and the Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Loan Documents and other documents and agreements in said forms and containing substantially the terms and provisions as shall be approved by the officers executing the Loan Documents and other documents and agreements, the execution thereof by such officers being conclusive evidence of such approval, and to execute and deliver in the name and on behalf of the Authority all documents, closing papers, certificates and such other documents as are necessary to accomplish the issuance and sale of the Note.

**Section 3.** The signatures of the officers of the Authority appearing on the Loan Documents and documents and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the Authority.

**Section 4.** The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized and empowered for and on behalf of the Authority, to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the Loan Documents and any contracts, documents, or instruments executed and delivered in connection with the issuance of the Note, and to effect the purposes thereof and to consummate the transactions contemplated thereby.

**Section 5.** It is hereby determined to be necessary and in the best interest of the trust estate that the Note be issued in the aggregate principal amount of not to exceed $10,000,000.00, the exact principal amount thereof, the maturity date thereof, not to exceed fifteen (15) years, and the average rate of interest thereon, not to exceed 5.0% per annum, to be determined by the Chairman or Vice Chairman of Trustees of the Authority as set forth in the Note. It is further hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and sold to the OWRB at a price equal to at least one hundred percent (100%) of the principal amount thereof and the issuance and sale of the Note is hereby specifically approved.

**Section 6.** Upon issuance of the Note, the Chairman or Vice Chairman of Trustees of the Authority are hereby authorized to disburse (from loan proceeds or other available funds of the Authority) to the Authority's Financial Advisor, Counsel to the Authority, the Local Trustee, Bond Counsel and the OWRB all necessary and required fees and expenses.

**ADOPTED** the 24th day of March, 2025

ATTEST: **Chairman of Trustees**

**Secretary of Trustees** (SEAL)

STATE OF OKLAHOMA )
) ss.
COUNTY OF TULSA )

I, the undersigned, the duly qualified and acting Secretary of Trustees of the Bixby Public Works Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution of the Trustees of the Authority held on the date therein stated as the same appears in the minutes of said meeting on file in my office as a part of the official records thereof.

I further certify that a true and complete copy of the schedule of regularly scheduled meetings of the Authority for calendar year 2025 attached hereto as Exhibit "A" was filed in the office of the City Clerk of the City of Bixby, Oklahoma prior to December 15, 2024.

I further certify that a true and correct copy of the Agenda attached hereto as Exhibit "B" was posted in prominent public view at the City Hall, 116 West Needles Avenue, Bixby, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sundays, and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

**WITNESS** my hand and seal of said Authority this 24th day of March, 2025.

______________________________
Secretary of Trustees

(SEAL)