



City of Bixby Bixby Public Works Authority Meeting Agenda

Tuesday, May 27, 2025

**Immediately Following the
City Council Meeting**

**Bixby Municipal Building
111 N. Cabaniss Ave., Bixby,
OK 74008**

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 5/12/25.
- 2) Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance for FY-26 in the amount of \$64,227.01 (BPWA's portion of total bill)
- 3) Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of BPWA's property insurance in the amount of \$111,289.00 (BPWA's portion of total bill).
- 4) Consider and/or approve annual renewal website hosting and software package from CivicPlus, Inc. SeeClickFix software for FY26 in the amount of \$14,374.52. (BPWA portion is \$7,187.26)
- 5) Consider and/or approve payment in the amount of \$4,382.32 to Utility Supply for the rental and set-up of Dual 8x10 bypass pump used in the emergency construction of a coffer dam to repair the failed dike at the Flow Equalization Basin at the Wastewater Treatment Plant (WWTP).

Regular Agenda

- 1) Consider and discuss, approve, reject, amend or revise a Resolution authorizing the issuance of the Bixby Public Works Authority Promissory Note, Series 2025A in the amount of \$5,500,000.00; waiving competitive bidding on said note and authorizing the sale of such note at par; approving a loan and security agreement, sales tax agreement, and such other documents and agreements as may be necessary or required; and containing other provisions relating thereto. Resolution 2025-7
Charles Barnes, Finance Director
- 2) Consider and discuss, approve, reject, amend or revise a Resolution authorizing the issuance of the Bixby Public Works Authority Promissory Note, Series 2025B in the amount of \$4,500,000.00; waiving competitive bidding on said note and authorizing the sale of such note at par; Approving a loan and security agreement, projects agreement, and such other documents and agreements as may be necessary or required; and containing other provisions relating thereto. Resolution 2025-8
Charles Barnes, Finance Director
- 3) Discussion, consideration and possible vote approval of the Fiscal Year 26 budget, including budget resolution. Resolution 2025-12
Charles Barnes, Finance Director
- 4) Discussion, consideration, and possible vote for approval of Amendment No. 3 to the contract with CH2M HILL Engineers, Inc., a subsidiary of Jacobs Engineers, to perform the Operations and Maintenance (O&M) of the Bixby Water Reclamation Facility for FY26 with a fee of \$935,418.43, inclusive of \$45,000 Repair Allowance.
Bea Aamodt, Public Works Director
- 5) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of May 23, 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](mailto:sduran@bixbyok.gov) (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 5/12/25.

Initiator**Staff Information Source****Background****Exhibits**

1. BPWA Minutes

Key Issue**Council Action****Recommendation****Item No:** 1.**Meeting Date**

May 27, 2025

Meeting

20250527 Bixby Public Works Authority Agenda

Bixby Public Works Authority Meeting Minutes

Bixby Municipal Building
111 N. Cabaniss Ave., Bixby, OK 74008
May 12, 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 May 9, 2025, on or before 5:00 p.m.

Call to Order

Mayor Girard called the Bixby Public Works Authority Meeting to order at 7:55 pm.

Roll Call

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

Members Present

Mayor Girard
Vice Mayor Schultz
Councilor Hirshey
Councilor David
Councilor Payne

Staff Present

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

Consent Agenda

- 1) Approve minutes for the Bixby Public Works Authority Meeting dated 04/28/25.
- 2) Consider and/or approve payment in the amount of \$4,774.91 to Bemies Dirt, Sand & Gravels for the purchase and delivery of dirt used in the emergency construction of a coffer dam to repair the failed dike at the Flow Equalization Basin at the Wastewater Treatment Plant (WWTP).
- 3) Consider and/or approve payment in the amount of \$6,956 to Diversified Civil Contractors for the emergency construction of a coffer dam to repair the failed dike at the Flow Equalization Basin at the Wastewater Treatment Plant (WWTP).

Mayor Girard said Items 1-3 on the Consent Agenda are up for discussion and consideration.

Mayor Girard asks for a motion to approve items 1-3. Vice Mayor Schultz made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried:5-0
Ayes: Schultz, Hirshey, Founds, Girard, David Payne
Nays: 0

Regular Agenda

1) Adjournment

Adjournment was called at 7:56 pm

Mayor

City Clerk

Consent Agenda Item Commentary

Item Title

Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance for FY-26 in the amount of \$64,227.01 (BPWA's portion of total bill)

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

The City's total general liability and automobile insurance for FY-26 is \$244,221.00. (We have added a number of new vehicles including a large dump truck, new police, fire, emergency management and streets vehicles and a new ambulance.)

Exhibits

1. OMAG FY26 General Liability - Auto Renewal Invoice

Key Issue

General liability and automobile insurance coverage for FY-26.

Council Action

Approve or Deny

Recommendation

Approve

Item No: 2.

Meeting Date

May 27, 2025

Meeting

20250527 Bixby Public Works Authority Agenda



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 5/5/2025

INVOICE

Mail To: City of Bixby P.O. Box 70 Bixby, Oklahoma 74008-0070	Insured: City of Bixby Policy No.: GLA140043609 Policy Type: General Liability/Auto Effective Date: 7/1/2025 Expiration Date: 7/1/2026
--	--

Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2025	Renewal	\$61,055.25	\$61,055.25
			Current Amount Due	\$61,055.25
Total Policy Balance Before Payment: \$244,221.00			Payment Due By	7/1/2025

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: GLA140043609 Insured: City of Bixby	Amount Due: \$61,055.25 Payment Due By: 7/1/2025
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PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Consent Agenda Item Commentary

Item Title

Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of BPWA's property insurance in the amount of \$111,289.00 (BPWA's portion of total bill).

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

The City's total property insurance for FY26 is \$262,135.00. We had new acquisitions. (Fire Station Number One, Washington Irving River Park, Municipal Bldg.) Plus higher replacement / repair costs factor in this.

Exhibits

1. OMAG FY26 Property Renewal Invoice

Key Issue

Property insurance coverage for FY-26.

Council Action

Approve or Deny

Recommendation

Approve

Item No: 3.

Meeting Date

May 27, 2025

Meeting

20250527 Bixby Public Works Authority Agenda



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 5/8/2025

INVOICE

Mail To: City of Bixby P.O. Box 70 Bixby, Oklahoma 74008-0070	Insured: City of Bixby Policy No.: PRO140040409 Policy Type: Property Effective Date: 7/1/2025 Expiration Date: 7/1/2026
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Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2025	Renewal	\$65,533.75	\$65,533.75
Total Policy Balance Before Payment: \$262,135.00			Current Amount Due	\$65,533.75
			Payment Due By	7/1/2025

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: PRO140040409 Insured: City of Bixby	Amount Due: \$65,533.75 Payment Due By: 7/1/2025
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PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Consent Agenda Item Commentary

Item Title

Consider and/or approve annual renewal website hosting and software package from CivicPlus, Inc. SeeClickFix software for FY26 in the amount of \$14,374.52. (BPWA portion is \$7,187.26)

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

The City started using CivicPlus to build our website and to host SeeClickFix; and we want to renew this support for FY26.

Exhibits

1. CivicPlus Invoice for SeeClickFix for FY26

Key Issue

Renew website hosting of SeeClickFix support for FY26.

Council Action

Approve or Deny

Recommendation

Approve

Item No: 4.**Meeting Date**

May 27, 2025

Meeting

20250527 Bixby Public Works Authority Agenda



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#338407

7/1/2025

Bill To

Tonya Hunt
City of Bixby
PO Box 70
Bixby OK 74008-0070

TOTAL DUE

\$14,374.52

Due Date: 7/31/2025

Terms
Net 30

Customer
City of Bixby, OK

Approving Authority

Qty	Item	Start Date	End Date
1	SeeClickFix 311 CRM Annual	7/1/2025	6/30/2026
1	Marketplace App Annual	7/1/2025	6/30/2026

Total	\$14,464.52
Due	\$14,374.52

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Regular Agenda Item Commentary

Item Title

Consider and discuss, approve, reject, amend or revise a Resolution authorizing the issuance of the Bixby Public Works Authority Promissory Note, Series 2025A in the amount of \$5,500,000.00; waiving competitive bidding on said note and authorizing the sale of such note at par; approving a loan and security agreement, sales tax agreement, and such other documents and agreements as may be necessary or required; and containing other provisions relating thereto. Resolution 2025-7

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background**Exhibits**

1. Resolution 2025-7

Key Issue**Council Action**

Approve or Deny

Recommendation

Approve

Item No: 1.**Meeting Date**

May 27, 2025

Meeting

20250527 Bixby Public Works Authority Agenda

THE TRUSTEES OF THE BIXBY PUBLIC WORKS AUTHORITY MET IN REGULAR SESSION AT THE CITY HALL MUNICIPAL BUILDING, 111 N. CABANISS, IN THE CITY OF BIXBY, OKLAHOMA, ON THE 27TH DAY OF MAY, 2025, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Written notice of the schedule of regular meetings of the Authority for calendar year 2025 having been filed with the City Clerk of Bixby, Oklahoma, and public notice and agenda of this meeting having been posted in prominent public view at the City Hall Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, at least twenty-four (24) hours prior to this meeting, excluding Saturdays, Sunday and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, a Resolution was introduced and read in full and considered by sections. Upon motion of Trustee _____, seconded by Trustee _____ the Resolution was finally passed with the following vote:

AYE:

NAY:

The Resolution was thereupon signed by the Chairman of Trustees of the Authority and attested and sealed with the seal of the Authority by the Secretary of Trustees and is as follows:

RESOLUTION NO. 2025- 7

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE BIXBY PUBLIC WORKS AUTHORITY PROMISSORY NOTE, SERIES 2025A; WAIVING COMPETITIVE BIDDING ON SAID NOTE AND AUTHORIZING THE SALE OF SUCH NOTE AT PAR; APPROVING A LOAN AND SECURITY AGREEMENT, SALES TAX AGREEMENT, AND SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Bixby Public Works Authority (the "Authority") was created by a Trust Indenture dated December 1, 1964 (the "Creating 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 it would be most advantageous at this time for the Authority to provide funds for the street improvements including widening and rebuilding Sheridan Rd. from 141st Street to 151st Street, widening and rebuilding Harvard Ave. from 151st Street to 161st Street and various city wide street projects, (the "Series 2025A Projects"); and

WHEREAS, in order to provide funds to finance the Series 2025A Projects, the Authority intends to issue its Promissory Note, Series 2025A, in the aggregate principal amount of not to exceed \$5,500,000.00 (the "Note"); and

WHEREAS, the Authority has determined that Hilborne & Weidman, a professional corporation, be appointed as Bond Counsel (the "Bond Counsel") in connection with the issuance of the Note; and

WHEREAS, the Authority has determined in connection with the issuance of the Note that Mabrey Bancorporation, Inc., be appointed as purchaser (the "Purchaser"), and that competitive bidding be waived for purposes of approving and contracting for the negotiated sale of the Note; and

WHEREAS, there has been presented to this meeting a form of Loan and Security Agreement, by and between the Authority and Purchaser, (the "Loan and Security Agreement") authorizing and providing for the issuance of the Note; and

WHEREAS, there has been presented to this meeting a form of Sales Tax Agreement, by and between the Authority and the City of Bixby, Oklahoma (the "City"), (the "Sales Tax Agreement") pursuant to which the Authority has agreed to issue the Note and the City has agreed to transfer certain sales tax funds to the Authority for the payment of debt service on the Note as provided under the terms and conditions set forth in the Sales Tax Agreement; and

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

Section 1. Bond Counsel and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the sale, issuance and delivery of the Note.

Section 2. The forms of Loan and Security Agreement and Sales Tax Agreement presented to this meeting be, and the same hereby are, approved, and the Chairman and the Secretary of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Loan and Security Agreement and Sales Tax Agreement in said forms and containing the terms and provisions therein contained, and to approve, execute and deliver in the name and on behalf of the Authority all documents, agreements, closing papers, certificates and such other closing documents as are necessary to accomplish the issuance and sale of the Note in such forms and containing such terms and provisions as shall be approved by the officers executing the same.

Section 3. The signatures of the officers of the Authority appearing on the Loan and Security Agreement and Sales Tax Agreement and other documents, instruments, 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 Trustees of the Authority hereby covenant and agree to take such further actions and execute such documents and instruments as may be necessary or proper to carry out the intent of this Resolution and the officers of the Authority are hereby authorized, empowered and directed to take such actions and execute such documents as may be deemed necessary or proper from time to time.

Section 5. The Chairman of Trustees and the 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 closing documents and as such officer or officers may deem necessary or desirable in order to carry out and perform the Loan and Security Agreement and Sales Tax Agreement and to effect the purposes thereof and to consummate the transactions contemplated by the Loan and Security Agreement and Sales Tax Agreement and by the issuance and sale of the Note.

Section 6. It is hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and the issuance thereof in the aggregate principal amount of \$5,500,000.00 is hereby authorized and approved. It is further hereby determined to be necessary and in the best interest of the trust estate that the aforesaid offer of the Purchaser be accepted and that the Note be issued and sold to it at a price of not less than one hundred percent (100%) of the principal amount thereof, and competitive bidding is hereby specifically waived with respect to the sale of the Note for the purchase price as aforesaid with the interest rate equal to five and three quarters percent (5.75%) and the maturity date not to exceed seven (7) years.

ADOPTED the 27th day of May, 2025.

ATTEST:

Chairman

Secretary

[SEAL]

I, the undersigned, the duly qualified and acting Secretary 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 attached hereto as Exhibit "A" is a true, correct and complete copy of the schedule of regular meetings of the Authority for calendar year 2025 as filed with the Bixby City Clerk and that attached hereto as Exhibit "B" is a true, correct and complete copy of the agenda for the meeting whereat the foregoing Resolution was adopted, as posted in prominent public view at the City Hall Municipal Building, 111 N. Cabaniss, Bixby, Oklahoma, at least twenty-four (24) hours prior to the date of the meeting therein described.

WITNESS my hand and seal of said Authority this 27th day of May, 2025.

Secretary

[SEAL]

Regular Agenda Item Commentary

Item Title

Consider and discuss, approve, reject, amend or revise a Resolution authorizing the issuance of the Bixby Public Works Authority Promissory Note, Series 2025B in the amount of \$4,500,000.00; waiving competitive bidding on said note and authorizing the sale of such note at par; Approving a loan and security agreement, projects agreement, and such other documents and agreements as may be necessary or required; and containing other provisions relating thereto. Resolution 2025-8

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background**Exhibits**

1. Resolution 2025-8

Key Issue**Council Action****Recommendation****Item No: 2.****Meeting Date**

May 27, 2025

Meeting

20250527 Bixby Public Works Authority Agenda

THE TRUSTEES OF THE BIXBY PUBLIC WORKS AUTHORITY MET IN REGULAR SESSION AT THE CITY HALL MUNICIPAL BUILDING, 111 N. CABANISS AVENUE, IN THE CITY OF BIXBY, OKLAHOMA, ON THE 27TH DAY OF MAY, 2025, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Written notice of the schedule of regular meetings of the Authority for calendar year 2025 having been filed with the City Clerk of Bixby, Oklahoma, and public notice and agenda of this meeting having been posted in prominent public view at the City Hall Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, at least twenty-four (24) hours prior to this meeting, excluding Saturdays, Sunday and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, a Resolution was introduced and read in full and considered by sections. Upon motion of Trustee _____, seconded by Trustee _____ the Resolution was finally passed with the following vote:

AYE:

NAY:

The Resolution was thereupon signed by the Chairman of Trustees of the Authority and attested and sealed with the seal of the Authority by the Secretary of Trustees and is as follows:

RESOLUTION NO. 2025-8

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE BIXBY PUBLIC WORKS AUTHORITY PROMISSORY NOTE, SERIES 2025B; WAIVING COMPETITIVE BIDDING ON SAID NOTE AND AUTHORIZING THE SALE OF SUCH NOTE AT PAR; APPROVING A LOAN AND SECURITY AGREEMENT, PROJECTS AGREEMENT, AND SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Bixby Public Works Authority (the "Authority") was created by a Trust Indenture dated December 1, 1964 (the "Creating 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 it would be most advantageous at this time for the Authority to provide funds for the reimbursement of the funding of the economic development projects, (the "Series 2025B Projects"); and

WHEREAS, in order to provide funds to finance the Series 2025B Projects, the Authority intends to issue its Promissory Note, Series 2025B, in the aggregate principal amount of not to exceed \$4,500,000.00 (the "Note"); and

WHEREAS, the Authority has determined that Hilborne & Weidman, a professional corporation, be appointed as Bond Counsel (the "Bond Counsel") in connection with the issuance of the Note; and

WHEREAS, the Authority has determined in connection with the issuance of the Note that Mabrey Bancorporation, Inc., be appointed as purchaser (the "Purchaser"), and that competitive bidding be waived for purposes of approving and contracting for the negotiated sale of the Note; and

WHEREAS, there has been presented to this meeting a form of Loan and Security Agreement, by and between the Authority and Purchaser, (the "Loan and Security Agreement") authorizing and providing for the issuance of the Note; and

WHEREAS, there has been presented to this meeting a form of Projects Agreement, by and between the Authority and the City of Bixby, Oklahoma (the "City"), (the "Projects Agreement") pursuant to which the Authority has agreed to issue the Note and the City has agreed to transfer certain funds to the Authority for the payment of debt service on the Note as provided under the terms and conditions set forth in the Projects Agreement; and

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

Section 1. Bond Counsel and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the sale, issuance and delivery of the Note.

Section 2. The forms of Loan and Security Agreement and Projects Agreement presented to this meeting be, and the same hereby are, approved, and the Chairman and the Secretary of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Loan and Security Agreement and Projects Agreement in said forms and containing the terms and provisions therein contained, and to approve, execute and deliver in the name and on behalf of the Authority all documents, agreements, closing papers, certificates and such other closing documents as are necessary to accomplish the issuance and sale of the Note in such forms and containing such terms and provisions as shall be approved by the officers executing the same.

Section 3. The signatures of the officers of the Authority appearing on the Loan and Security Agreement and Projects Agreement and other documents, instruments, 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 Trustees of the Authority hereby covenant and agree to take such further actions and execute such documents and instruments as may be necessary or proper to carry out the intent of this Resolution and the officers of the Authority are hereby authorized, empowered and directed to take such actions and execute such documents as may be deemed necessary or proper from time to time.

Section 5. The Chairman of Trustees and the 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 closing documents and as such officer or officers may deem necessary or desirable in order to carry out and perform the Loan and Security Agreement and Projects Agreement and to effect the purposes thereof and to consummate the transactions contemplated by the Loan and Security Agreement and Projects Agreement and by the issuance and sale of the Note.

Section 6. It is hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and the issuance thereof in the aggregate principal amount of \$4,500,000.00 is hereby authorized and approved. It is further hereby determined to be necessary and in the best interest of the trust estate that the aforesaid offer of the Purchaser be accepted and that the Note be issued and sold to it at a price of not less than one hundred percent (100%) of the principal amount thereof, and competitive bidding is hereby specifically waived with respect to the sale of the Note for the purchase price as aforesaid with the interest rate equal to five and three quarters percent (5.75%) and the maturity date not to exceed five (5) years.

ADOPTED the 27th day of May, 2025.

ATTEST:

Chairman

Secretary

[SEAL]

I, the undersigned, the duly qualified and acting Secretary 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 attached hereto as Exhibit "A" is a true, correct and complete copy of the schedule of regular meetings of the Authority for calendar year 2025 as filed with the Bixby City Clerk and that attached hereto as Exhibit "B" is a true, correct and complete copy of the agenda for the meeting whereat the foregoing Resolution was adopted, as posted in prominent public view at the City Hall Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, at least twenty-four (24) hours prior to the date of the meeting therein described.

WITNESS my hand and seal of said Authority this 27th day of May, 2025.

Secretary

[SEAL]

Regular Agenda Item Commentary

Item Title

Discussion, consideration and possible vote approval of the Fiscal Year 26 budget, including budget resolution. Resolution 2025-12

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

Oklahoma Statutes require that the budget be approved at least 7 days prior to the start of the fiscal year.

Exhibits

1. BUDGET MESSAGE FY2026
2. Resolution Number 2025-12 Approving BPWA 2025-2026 Biennial Budget
3. FY26 Budget Publication

Key Issue

Approval of FY26 Budget prior to beginning of fiscal year.

Council Action

Approve or Deny

Recommendation

Approve

Item No: 3.**Meeting Date**

May 27, 2025

Meeting

20250527 Bixby Public Works Authority Agenda

**BUDGET MESSAGE
FISCAL YEAR 2026
May 27, 2025**

The budget for the City of Bixby and the B P W A is hereby submitted for approval. This budget document is divided into 4 distinct parts.

GENERAL FUND

The General Fund is the main operating fund for the City of Bixby. Police, Fire, Streets, Cemetery, Legal and Administration are all accounted for in this fund. The revenue estimate of \$16,455,490 for this year represents an increase of 8.63% over last year's budget. Sales tax receipts are expected to increase by 2.0%. Other fee estimates have been added or modified in FY26, including the new ambulance revenue. Expense estimates are \$18,426,154, an increase of 20.36% over last year. We are continuing to add personnel and increase compensation to match inflation; and, full-year operating expenses for the City's ambulance service.

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for revenue dedicated for a special purpose. The Sales Tax Personnel Fund is included here, due to the repurposing of the Tulsa County Vision Tax to City use by the voters in November 2015. The Sales Tax Personnel Fund has a proposed expenditure budget of \$1,682,539. The Capital Improvement Fund is the main fund used to fund capital expenditures and projects of a general nature, funded by sales tax and use tax, with a proposed budget of \$13,341,209. The Street & Alley Fund, with increased funding from the sales tax reallocation initiative, with a budget of \$10,860,000, and is used for costs related to repair and lighting of streets and alleys and the Citywide Infrastructure Rehabilitation Program (CIRP). There is \$20,046,290 budgeted for water and sewer repairs in the Water & Sewer Fund with anticipated revenue from the Oklahoma Water Resources Board. And \$6,937,537 is proposed for operating the new waste water treatment plant in the WWTP Fund. \$6,498,896 is budgeted for stormwater projects in the Stormwater Management Fund. The Parks Fund is budgeted to spend \$1,990,066. The Disaster Recovery Reserve Fund was established to help enable our community to recover from a future large-scale natural or man-made disaster.

CAPITAL PROJECT FUNDS

Capital Project Funds receive their revenue from Bond sales, which are to be used to fund more park improvements, street widening and public safety improvements. Voters approved \$18,560,000 in August 2016 to be sold in series over a five-year period. The third issue (2018B Bond Fund) has a current year budget of \$1,560,701. The fourth issue (2019 Bond Fund) has a current year budget of \$4,768. And, the final issue (2020 Bond Fund) has a current year budget of \$1,119,000. Voters approved \$25,500,000 in April 2021 to be sold in series over five years. The first issue (2021 Bond Fund) has a current year budget of \$755,890. The second issue (2022B Bond Fund) has a current year budget of \$3,535,000. The third issue (2023 Bond Fund) has a current year budget of \$3,500,000. The fourth issue (2024 Bond Fund) has a current year budget of \$3,350,000. And the final issue (2025 Bond Fund) has a current budget of \$3,500,000. In February 2022, voters approved the issue of \$43,000,000 (2022A Bond Fund) for a Performing Arts Center. With transfers from the Capital Improvement Fund, this fund has a current year budget of \$45,000,000.

BIXBY PUBLIC WORKS AUTHORITY

The Public Works Authority accounts for the business-like activities of the water and sewer departments of the City of Bixby. Revenue estimates for this year are \$23,422,061. Expense estimates are \$15,251,389, a decrease of 46.58% from last year. The expenditure decrease is due to completion of the construction of a new maintenance facility using savings from prior years to fund that construction. There are no plans to increase Water rates in October 2025, unless there is a price increase from our water supplier, the City of Tulsa. Sewer rates will remain unchanged. Stormwater management fees for commercial property will remain unchanged.

BIXBY PUBLIC WORKS AUTHORITY

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BIXBY PUBLIC WORKS AUTHORITY, ADOPTING A FISCAL YEAR 2025-2026 BIENNIAL BUDGET FOR THE BIXBY PUBLIC WORKS AUTHORITY.

WHEREAS, a biennial budget enhances strategic long-range planning, decreases budget development time, provides better resource allocation, provides better discipline in the expenditure of funds, tends to improve fund balances, and is viewed by credit rating agencies as enhancing the Bixby Public Works Authority's overall financial conditions; and

WHEREAS, each annual budget making up the two-year Biennial budget will be considered and acted upon separately each year of the biennium after review by the Board of Trustees of the Bixby Public Works Authority.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BIXBY PUBLIC WORKS AUTHORITY THAT:

The Board of Trustees of the Bixby Public Works Authority approves the 2025-2026 Biennial Budget, providing for the balancing of revenues and expenditures related to same as provided in the 2025-2026 biennial budget documents accompanying this resolution.

ADOPTED and APPROVED by the Board of Trustees of the Bixby Public Works Authority on May 27, 2025.

Brad Girard, Chairman
Board of Trustees
Bixby Public Works Authority

ATTEST:

BPWA Secretary

APPROVED:

BPWA Attorney

**PUBLIC HEARING
CITY OF BIXBY**

The City Council of the City of Bixby will hold a public hearing in conjunction with the regularly scheduled Council meeting, beginning at 6:00 p.m. on Monday, May 12, 2025 in the Bixby Municipal Building. The purpose of the hearing is to receive written or oral comments and for holding open discussions including answering questions on the City's budget for Fiscal Year 2025/2026. The following is a summary of the proposed budget. The proposed budget will be available for public inspection in City Hall during normal working hours.

**CITY OF BIXBY FUND SUMMARY
2025-2026 PROPOSED BUDGET**

ESTIMATED REVENUES

Fund	Taxes	Charges for Services	Fines and Forfeitures	Licenses and Permits	Miscellaneous	Interfund Transfers In	Total Estimated Revenues
General Fund	\$ 11,867,328	2,200,000	334,530	1,170,412	883,220	5,658,462	\$ 22,113,952
Sales Tax Personnel Fund	1,279,041	-	-	-	15,000	-	1,294,041
Street and Alley Fund	2,793,082	-	-	-	30,000	4,550,000	7,373,082
Capital Improvement Fund	6,334,849	-	-	-	150,000	5,098,462	11,583,311
Fishing License Fund	-	-	-	5,000	350	-	5,350
Downtown River Corridor Fund	1,759,949	-	-	-	8,500	-	1,768,449
Sewer System Improvement Fund	1,534,849	-	-	-	10,000	-	1,544,849
Disaster Recovery Reserve Fund	-	-	-	-	15,000	500,000	515,000
Park Fund	2,046,466	62,000	-	-	20,000	-	2,128,466
Stormwater Management Fund	-	-	-	761,275	226,000	200,000	1,187,275
Water and Sewer Development Fund	-	-	-	300,000	9,350,000	-	9,650,000
E-911 Fund	-	-	-	305,000	500	-	305,500
WWTP Fund	-	-	-	-	60,000	4,280,037	4,340,037
Fry Creek Maintenance	-	-	-	-	10,000	200,000	210,000
Economic Development Fund	175,000	-	-	-	18,000	-	193,000
Debt Service	7,332,000	-	-	-	10,000	-	7,342,000
Rural Fire	-	-	-	22,500	-	7,000	29,500
Cemetery Care Fund	-	30,000	-	-	3,000	-	33,000
Cemetery Beautification Fund	-	-	-	-	650	-	650
Cemetery Maintenance Fund	-	20,000	-	-	200	50,000	70,200
Police Asset Forfeiture - Federal	-	-	-	-	50,000	-	50,000
Police Asset Forfeiture - State	-	-	-	-	45,000	-	45,000
Alive at 25 Fund	-	5,580	-	-	-	-	5,580
SWAT Mutual Fund	-	-	-	-	40,000	-	40,000
General Obligation Bond Funds	-	-	-	-	3,865,500	3,000,000	6,865,500
Bixby Public Works Authority	-	13,275,061	-	-	10,147,000	4,104,082	27,526,143
Use of Fund Balance	-	-	-	-	91,942,394	-	91,942,394
	\$ 35,122,564	\$ 15,592,641	\$ 334,530	\$ 2,564,187	\$ 116,900,314	\$ 27,648,043	\$ 198,162,279

ESTIMATED EXPENDITURES

Fund or Department	Personal Services	Materials and Supplies	Services and Charges	Capital Outlay	Debt Service	Interfund Transfers Out	Total Estimated Expenditures
General Fund						3,658,462	\$ 3,658,462
Administration	\$ 759,266	180	12,990	-	-	-	772,436
Legal Department	130,820	9,000	10,297	-	-	-	150,117
Municipal Court	95,357	2,500	14,750	-	-	-	112,607
Community Service	4,000	2,750	2,815	-	-	-	9,565
General Government	214,304	34,550	639,174	-	-	-	888,028
Information Technology	341,528	130,031	175,898	-	-	-	647,457
Development Services	719,979	34,540	100,200	-	-	-	854,719
Police Department	5,570,064	494,839	706,937	-	-	-	6,771,840
Fire Department	5,614,212	522,500	619,500	-	-	-	6,756,212
Street Department	945,411	155,500	161,752	-	-	-	1,262,663
Cemetery Department	108,005	-	-	-	-	-	108,005
Emergency Services	5,300	27,000	60,205	-	-	-	92,505
Sales Tax Personnel Fund - Police Dept.	788,133	-	-	-	-	-	788,133
Sales Tax Personnel Fund - Fire Dept.	693,127	-	-	-	-	-	693,127
Sales Tax Personnel Fund - Street Dept.	199,419	-	-	-	-	-	199,419
Street and Alley Fund	200,000	17,500	10,860,000	-	-	-	11,077,500
Capital Improvement Fund	-	-	-	13,341,209	-	4,105,462	17,446,671
Fishing License Fund	-	-	55,000	7,170	-	-	62,170
Downtown River Corridor Fund	-	-	1,600,000	-	897,088	-	2,497,088
Sewer System Improvement Fund	-	-	-	-	-	2,330,037	2,330,037
Park Fund	1,361,911	291,153	337,002	-	-	1,000,000	2,990,066
Stormwater Management Fund	-	6,488,896	10,000	-	-	200,000	6,698,896
Water and Sewer Development Fund	-	20,046,290	-	-	-	-	20,046,290
E-911	-	-	195,500	40,000	-	60,000	295,500
WWTP Fund	50,000	360,000	2,600,000	1,597,500	2,330,037	-	6,937,537
Fry Creek Maintenance	-	1,000,000	100,000	-	-	-	1,100,000
Economic Development Fund	123,941	157,905	134,454	-	-	-	416,300
Debt Service	-	-	-	-	8,603,778	-	8,603,778
Rural Fire	-	10,000	-	-	-	-	10,000
Cemetery Care Fund	-	163,500	-	-	-	-	163,500
Cemetery Beautification Fund	-	650	-	-	-	-	650
Cemetery Maintenance Fund	-	30,100	69,150	-	-	-	99,250
Police Asset Forfeiture - Federal	-	50,000	-	-	-	-	50,000
Police Asset Forfeiture - State	-	45,000	-	-	-	-	45,000
Alive at 25 Fund	-	15,000	-	-	-	-	15,000
SWAT Mutual Fund	-	40,000	-	-	-	-	40,000
Disaster Recovery Reserve Fund	-	-	-	-	-	-	-
General Obligation Bond Funds	-	-	-	62,325,359	-	-	62,325,359
Bixby Public Works Authority	4,071,720	436,000	5,788,669	4,955,000	1,500,845	16,294,082	33,046,316
	\$ 21,996,497	\$ 30,565,384	\$ 24,254,293	\$ 82,266,238	\$ 13,331,748	\$ 27,648,043	\$ 200,062,203

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve Amendment No. 3 to the contract with CH2M HILL Engineers, Inc., a subsidiary of Jacobs Engineers, to perform the Operations and Maintenance (O&M) of the Bixby Water Reclamation Facility for FY26 with a fee of \$935,418.43, inclusive of \$45,000 Repair Allowance.

INITIATOR: Bea Aamodt, Director

STAFF INFORMATION SOURCE: Bea Aamodt, Director

BACKGROUND:

On June 14, 2021, a 10-year renewable O&M contract was awarded to CH2M HILL Engineers, Inc. to operate and maintain the Bixby Water Reclamation Facility. Beginning in FY24, annual fees are negotiated based on the previous year's actual expenditures. For FY26, Jacobs is requesting an increase to the base fee, primarily driven by increased overtime expenses resulting from prolonged staffing shortages, operational constraints due to plant capacity limitations, and inflationary pressures on materials, supplies, and lab testing costs.

The FY26 total Base Fee is \$935,418.43, which includes:

- \$929,731.60 for Base Operations
- \$5,686.83 for continued FOG program management

The Industrial Pretreatment Program (IPP) scope has been removed beginning Contract Year 4. The annual Repair Allowance of \$45,000 remains unchanged.

JUSTIFICATION:

The Contractor has experienced considerable difficulty recruiting and retaining qualified staff over the last year. Despite multiple hires and ongoing recruitment efforts, the facility operated short-staffed for extended periods. To compensate, Jacobs utilized regional support staff, incurring significant costs in additional labor and in related travel expenses, which they are not seeking to recover through this amendment.

Furthermore, overtime for on-site personnel has totaled \$45,455 to date, driven by frequent call-outs and elevated flows during rain events. These operational demands have highlighted the facility's capacity constraints, especially given rising flows and BOD loadings. The Contractor anticipates continued increases in flow and associated overtime costs, reinforcing the need for an adjusted fee structure.

Costs for materials, supplies, and laboratory services have also escalated due to market conditions. The proposed increase is a necessary adjustment to reflect actual operating costs and ensure the continued reliable operation of the treatment plant.

Jacobs has submitted flow and loading data for calendar year 2024, supporting the justification that the plant is operating near capacity. The data further supports the Contractor's position that operational cost increases are not a result of inefficiencies but of necessary measures taken to maintain compliance and service continuity.

EXHIBITS: Amendment No. 3 to O&M Contract WWTP

KEY ISSUE: Contract Amendment for FY26

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 05-27-2025

MEETING: BPWA

AMENDMENT NO. 3
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES

THIS **AMENDMENT NO. 3** (the “Amendment”) to the Agreement for Operations, Maintenance and Management Services for the Bixby Public Works Authority dated June 14th, 2021 (the “Agreement”) is made effective this ____ of _____ 2025, by and between the **Bixby Public Works Authority** (hereinafter “Owner”) and **CH2M Hill Engineers, Inc.** (hereinafter “Contractor”), collectively referred to herein as the “Parties”.

NOW THEREFORE, Owner and Contractor agree to amend the Agreement as set forth herein.

1. The following is hereby added under STATEMENT OF PURPOSE, as follows:

WHEREAS, the Owner and Contractor agree that effective Contract Year 4, Contractor will not perform the IPP scope of work. All references to IPP within the Agreement shall be null and void upon commencement of Contract Year 4.

2. Article D.1.1 under APPENDIX D – COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA, D.1 – COMPENSATION, is hereby deleted in its entirety and replaced with the following:

D.1.1 Owner shall pay Contractor as compensation for service performed under this Agreement a total annual Base Fee of Nine Hundred Thirty-Five Thousand Four Hundred Eighteen Dollars and Forty-Three Cents (\$935,418.43) paid in twelve (12) monthly installments of Seventy-Seven Thousand Nine Hundred Fifty-One Dollars and Fifty-Four Cents (\$77,951.54) for the contract year of July 1, 2025 through June 30, 2026 of this Agreement. The total annual Base Fee includes the Base Fee of Nine Hundred Twenty-Nine Thousand Seven Hundred Thirty-One Dollars and Sixty Cents (\$929,731.60), Five Thousand Six Hundred Eighty-Six Dollars and Eighty-Three Cents (\$5,686.83) for the management and completion of the ongoing annual FOG scope. This price does not include laboratory analysis of FOG samples from commercial discharges, and the Annual Repairs Limit as stated in Article D.1.2. Subsequent years’ Base Fees shall be determined as specified in Appendix D.4.

D.1.1.01 The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project: personnel services, equipment, materials/supplies, defined outside services, other insurance and amortized costs, and administration overhead and profit.

D.1.1.02 The services provided under this Agreement assume expected overtime for normal breakdowns or services

required after hours in accordance with the facility's design as listed in B.1.1. Any additional expenses including straight, or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement, unless these services are due to an operational failure by the CONTRACTOR

- D.1.1.03 If, at any time, prior to Owner's Final Acceptance of the plant's condition, (i) Contractor discovers new information about the condition of the Project or facilities that materially differs from the information reasonably available to Contractor prior to execution of this Agreement; and (ii) such information substantially impacts the ability of Contractor to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by Contractor to meet such performance objective, Contractor will be entitled to an equitable adjustment mutually agreed upon by both Parties.

This Amendment No. 3 together with all previous amendments and the Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Contract shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the parties.

The parties, intending to be legally bound, indicate their approval of this Amendment No. 3 by their signatures below.

CH2M HILL ENGINEERS, INC.
Authorized signature:

By: _____

Name: _____

Title: _____

Date: _____

BIXBY PUBLIC WORKS AUTHORITY
Authorized signature:

By: _____

Name: _____

Title: _____

Date: _____

AMENDMENT NO. 3
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE and
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The parties, intending to be legally bound, indicate their approval of this Amendment No. 3 by their signatures below.

CH2M HILL ENGINEERS, INC.
Authorized signature:

By: _____

Name: _____

Title: _____

Date: _____

BIXBY PUBLIC WORKS AUTHORITY
Authorized signature:

By: _____

Name: _____

Title: _____

Date: _____