



City of Bixby Bixby Public Works Authority Meeting Agenda

Monday, June 9, 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 5/27/25.
- 2) Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-26 the amount of \$38,959.05 (BPWA's portion).
- 3) Consider and/or approve Worker's Compensation Insurance renewal for FY-26 in the amount of \$15,899.21 (BPWA portion of total bill).
- 4) Discuss and/or approve the annual agreement between the Bixby Public Works Authority and the Metropolitan Environmental Trust (M.E.T) for recycling and environmental services in the amount of \$38,106.00.
- 5) Discuss and/or approve the purchase of a VC500 Controller for the ROVVER X sewer inspection system from Key Equipment; total \$18,628.75.

Regular Agenda

- 1) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of June 6, 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 \(sduran@bixbyok.gov\)](mailto: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 5/27/25.

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

1. BPWA Minutes 5.27.25

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

June 9, 2025

Meeting

20250609 Bixby Public Works Authority Agenda

Bixby Public Works Authority Meeting Minutes

Bixby Municipal Building
111 N. Cabaniss Ave., Bixby, OK 74008
May 27, 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 23, 2025, on or before 5:00 p.m.

Call to Order

Mayor Girard called the Bixby Public Works Authority Meeting to order at 7:06 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 (Not Present)

Staff Present

Joey Wiedel, City Manager
Shannon Duran, City Clerk
Phil Frazier, City Attorney
JT Hammons, 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) 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).

Mayor Girard said Items 1-5 on the Consent Agenda is up for discussion and consideration.
Others who spoke: None

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

Carried:4-0
Ayes: Schultz, Hirshey, David, Girard
Nays: 0

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

Mayor Girard said Items 1 on the Regular Agenda is up for discussion and consideration.
Presented by Charles Barnes, Finance Director
Others who spoke: John Weidman, Bond Attorney

Mr. Barnes states that earlier this evening the council voted on the resolution to assist in the payments process with Bixby Public Works Authority (BPWA) Brief discussions ensued between council and staff.

Mayor Girard asks for a motion to approve item 1. Councilor David made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried:4-0
Ayes: David, Hirshey, Schultz, Girard
Nays: 0

- 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

Mayor Girard said Items 2 on the Regular Agenda is up for discussion and consideration.
Presented by Charles Barnes, Finance Director
Others who spoke: John Weidman, Bond Attorney

Mr. Barnes states that just as the previous item #1. Funding will be through Bixby Public Works

Authority (BPWA). The City Council has already approved the funding to pay back to BPWA.

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

Carried:4-0

Ayes: David, Hirshey, Schultz,Girard

Nays: 0

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

Mayor Girard said Items 3 on the Regular Agenda is up for discussion and consideration.

Presented by Charles Barnes

Others who spoke:

Mr. Barnes advised council that earlier in the evening council approved the FY Year Budget for 26 for their portion of the budget and is now asking for Bixby Public Works to approve their portion of the budget for FY 26.

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

Carried:4-0

Ayes: David, Hirshey, Schultz,Girard

Nays: 0

- 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.

Mayor Girard said Items 4 on the Regular Agenda is up for discussion and consideration.

Presented by Bea Aamodt, Public Works Director

Others who spoke:

Ms. Aamodt informed the Council that in June 2021, the City approved a ten-year renewable Operations and Maintenance (ONM) contract with CH2M Hill Engineers, a subsidiary of Jacobs. For Fiscal Year 2026, Jacobs is requesting an increase to the base fee, primarily due to overtime costs, which have resulted from operational constraints related to plant capacity, as well as the rising cost of materials, supplies, and lab testing. Ms. Aamodt advised the Council that she has reviewed all proposed fee increases and finds the request to be justifiable, recommending approval. Discussions ensued between staff and council.

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

Carried:4-0

Ayes: Hirshey, David, Schultz,Girard

Nays: 0

- 5) Adjournment

Adjournment was called at 7:18 pm

Mayor

City Clerk

Consent Agenda Item Commentary

Item Title

Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-26 the amount of \$38,959.05 (BPWA's portion).

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

This is the annual renewal for INCODE to provide maintenance for utility billing and accounting software. This includes unlimited phone assistance and software upgrades. The cost this year is \$80,746.87 a 6% increase over last year.

Exhibits

1. Tyler Technologies Annual Renewal FY26

Key Issue

Annual computer software maintenance.

Council Action

Approve or Deny

Recommendation

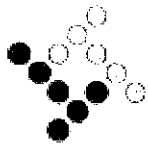
Approve

Item No: 2.**Meeting Date**

June 9, 2025

Meeting

20250609 Bixby Public Works Authority Agenda



tyler
technologies

Remittance:

Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510257	06/01/2025	1 of 3

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Ship To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	210721		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Bixby, City of				
26/Sep/2007	Annual fee to support and host Web site Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	1,200.00	1,200.00
26/Sep/2007	Utility Billing Online Component - Annual Fee Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	3,868.80	3,868.80
26/Sep/2007	Incode Court Case Resolution Bundle Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	0.00	0.00
01/Aug/2023	PCI Service Fee (Per Device) Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	4	180.00	720.00
ERP Pro Document Management Annual Fees 01/Apr/2010	LF CRM Suite Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$10,533.38
01/Jul/2010	LF Financial Suite Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jan/2010	LF Financial Suite Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jan/2010	LF Financial & Court Suite Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
19/Mar/2015	Incode Content/Document Management Suite - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
10/Nov/2016	Third Party Printing Interface - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
19/Mar/2015	Tyler Output Processor Server - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
19/Mar/2015	Laserfiche Output Channel - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
ERP Pro Financials Annual Fees 01/Apr/2010	Forms Overlay Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$23,270.08
01/Aug/2010	Forms Overlay Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	General Ledger Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Budget Preparation Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Check Reconciliation Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510257	06/01/2025	2 of 3

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Ship To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	210721		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
01/Jul/2010	Accounts Payable Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Purchase Orders - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Payroll/Personnel Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Fixed Assets Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Project Accounting Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Forms Overlay Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Lock Box Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Feb/2010	Secure Signatures Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
ERP Pro Utilities Annual Fees		1		\$25,723.77
01/Jul/2010	Utility CIS System Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Central Cash Collection Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Service Order Management Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Permits & Inspections Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Business License Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Jul/2010	Cemetery Records Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Oct/2009	Handheld Meter-Reader Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/Apr/2010	Call Center Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
01/May/2010	Forms Overlay for BP and BL Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
06/Jan/2016	Encode Customer Relationship Suite - Utility Meter-Reader Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			



tyler
technologies

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Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

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Invoice No	Date	Page
025-510257	06/01/2025	3 of 3

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BIXBY, OK 74008-0070

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42231 - MAIN - MAIN	210721		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
10/Nov/2016	Enhanced Utility Bill Printing - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
18/Jan/2017	Cash Collection GLB Import (Generic) - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Hardware Annual Fees 01/Feb/2010	Epson TM-U950P Receipt Validation Printer Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$1,832.26
30/Oct/2020	Epson TM-H6000IV Thermal Receipt Printer Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
13/Oct/2023	Epson TMH6000V Thermal Receipt Printer Black USB NEW Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Municipal Justice Annual Fees 01/Jul/2010	Court Case Management Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$8,247.93
18/Oct/2012	Incode Court Case Management Suite Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Technical Services Annual Fees 01/Jul/2010	Basic Network Support Services Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$2,207.51
Third Party System Software 01/Jul/2010	System Software Non SQL Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$574.14
Tyler University 01/Jul/2010	Tyler U Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$2,569.00

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 80,746.87

Sales Tax \$0.00

Invoice Total 80,746.87

Consent Agenda Item Commentary

Item Title

Consider and/or approve Worker's Compensation Insurance renewal for FY-26 in the amount of \$15,899.21 (BPWA portion of total bill).

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

Our total Worker's Compensation Insurance renewal for FY26 is \$290,102.00, a 3% increase over FY25 (with 23 additional employees).

Exhibits

1. OMAG FY26 Workers Comp Renewal Invoice

Key Issue

Payment of Worker's Compensation Insurance and renewal documents

Council Action

Approve or Deny

Recommendation

Approve

Item No: 3.**Meeting Date**

June 9, 2025

Meeting

20250609 Bixby Public Works Authority Agenda



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

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV140001909	Policy Period: From 7/1/2025 To 7/1/2026 12:01 A.M. Standard Time at the Named Insured's Address
Company: CompSource Mutual Insurance Co.	Policy Number: 03423662
Named Insured and Address: City of Bixby P.O. Box 70 Bixby, OK 74008-0070	Agent: OMAG 3650 S. BOULEVARD EDMOND OK 73013 Telephone: 405-657-1400
Business Description: STANDARD PLAN	Type of Business: Municipality

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy.

COVERAGES

WORKERS' COMPENSATION INSURANCE

Includes Part One and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two and applies to work in the State of Oklahoma. Limits of liability under

Part Two:

- | | |
|------------------------------|-------------------------|
| • Bodily Injury by Accident: | \$100,000 Each Accident |
| • Bodily Injury by Disease: | \$100,000 Each Employee |
| • Bodily Injury by Disease: | \$500,000 Policy Limit |

PREMIUM

Net Premium: \$254,475.00

OMAG Admin. Fee: \$35,627.00

Total Premium: \$290,102.00

As a member of OMAG's Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with OMAG.

Executive Director, OMAG

Date: 6/2/2025



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

Date of Invoice: 6/2/2025

INVOICE-Workers' Compensation Standard Plan

Mail To: City of Bixby P.O. Box 70 Bixby, OK 74008-0070	Insured: City of Bixby Policy No.: WCV140001909 Effective Date: 7/1/2025 Expiration Date: 7/1/2026
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Inst. No.	Date	Transaction Type	Amount
1	7/1/2025	Renewal	\$72,525.50

Standard Plan Premium: 254,475.00 OMAG Admin. Fee: 35,627.00 Total Premium: 290,102.00 Total Policy Balance Before Payment: \$290,102.00	Current Amount Due: \$72,525.50 Payment Due By: 7/1/2025
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**Thank you for your business. If you have questions about your account, please
call 1-800-234-9461 or 405-657-1400.**

Detach along the perforation below. Keep top portion for your records.

Return bottom portion with your remittance.

Policy Number: WCV140001909 Insured Name: City of Bixby Invoice Number: 28188	Amount Due: \$72,525.50 Payment Due By: 7/1/2025
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PLEASE REMIT PAYMENT TO:

OMAG
P. O. Box 3091
Edmond, OK 73083



3650 S. Boulevard • Edmond, OK 73013 • omag.org

405.657.1400 • 800.234.9461 • FAX 405.657.1401

Workers' Compensation Classification Codes

Standard Plan

Member: City of Bixby			Payroll Period: 01/01/2024 To 12/31/2024			
Policy Period: 7/1/2025 To 7/1/2026			Policy Number: WCV140001909			
Class Code	Description	Payroll	No. of Employees	No. of Volunteers	RATE	Premium
7520	Waterworks Operation & Drivers (7520)	333,647.00	8.00	0.00	3.22	7,505.00
7580	Sewage Disposal Plant Operation & Drivers (7580)	224,512.00	7.00	0.00	2.40	3,764.00
7710	Firefighters & Drivers (7710)	3,772,306.00	52.00	0.00	4.27	112,534.00
7720	Police Officers & Drivers, Reserve Officers (7720)	3,014,644.00	40.00	3.00	4.32	90,985.00
8810	Clerical Office Employees NOC (8810)	1,721,408.00	38.00	0.00	0.16	1,924.00
8831	Animal Control (8831)	91,764.00	2.00	0.00	1.10	705.00
9102	Park NOC - All Employees & Drivers (9102)	514,997.00	15.00	0.00	2.49	8,959.00
9410	Municipal or Township Employees NOC (9410)	1,006,536.00	11.00	0.00	1.87	13,150.00
5611	Street or Road Construction or Maintenance & Drivers (5611)	697,441.00	16.00	0.00	10.38	50,577.00
7711	FIREFIGHTERS & DRIVERS - VOLUNTEER (7711)	0.00	0.00	0.00	4.27	0.00
	Totals:	11,377,255.00	189.00	3.00		290,103.00

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE:

DISCUSS AND/OR APPROVE THE ANNUAL AGREEMENT BETWEEN THE BIXBY PUBLIC WORKS AUTHORITY AND THE METROPOLITAN ENVIRONMENTAL TRUST (M.e.t.) FOR RECYCLING AND ENVIRONMENTAL SERVICES IN THE AMOUNT OF \$38,106.00.

INITIATOR:

Bea Aamodt

STAFF INFORMATION SOURCE:

Bea Aamodt

BACKGROUND:

The Metropolitan Environmental Trust (M.e.t.) is a public trust with multiple area jurisdictions, including the Bixby Public Works Authority (BPWA), as its beneficiaries. The purpose of this annual agreement is to continue providing environmental services, including recycling collection, public education, and household hazardous waste (HHW) collection, within the jurisdictional boundaries of Bixby.

This agreement allows the M.e.t. to operate a recycling depot located in Bixby, manage the day-to-day operations of the site, and cover related utility costs such as electricity. The M.e.t. also maintains essential records of materials collected and offers public outreach regarding solid waste reduction and responsible disposal practices.

Additionally, this agreement facilitates access for Bixby residents to the City of Tulsa's regional household pollutant collection facility, located at 4502 S. Galveston Ave. The facility is operated in coordination with Tulsa Authority for the Reduction of Excess (TARE) and supports the region's MS4 stormwater permit compliance.

Cost Breakdown:

- Total Annual Cost: \$38,106.00
- Payable in four (4) equal quarterly installments of \$9,526.50

The continued partnership with the M.e.t. enables the City of Bixby to promote environmental sustainability, increase recycling participation, and meet environmental regulatory requirements in an efficient and cooperative manner.

EXHIBITS:

Executed Agreement with The M.e.t.

KEY ISSUE:

Continuation of recycling and hazardous waste services through a regional partnership with The M.e.t.

COUNCIL ACTION: Approve Agreement

RECOMMENDATION: Approve Agreement

ITEM NO:

MEETING DATE:

06-09-2025

MEETING:

BPWA



The Met.
The Metropolitan
Environmental Trust

WTI, One West Third Street, Suite 110, Tulsa, OK 74103 *918-584-0584*

Bixby Public Works Authority

CC: Ellen Bussert

Hello Ellen Bussert,

Enclosed are two copies of a contract that requires signatures by the city. Please review this document and sign both copies. Then, please retain one for your records and return the other to **The Metropolitan Environmental Trust** in the envelope provided addressed to the following location:

The Metropolitan Environmental Trust

1 W 3rd St.

Suite 110

Tulsa, OK 74103

We appreciate your time.

Sincerely,

Bobby Schultz

Executive Director

If you have any questions regarding this contract, please contact us at met@metrecycle.com or call at 918-584-0584. Thanks!

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is entered into between the Bixby Public Works Authority (Bixby), and The Metropolitan Environmental Trust (M.e.t.), a public trust, having several area jurisdictions as its beneficiaries, including Bixby.

I. RECITATIONS

Bixby, in conjunction with its comprehensive approach to solid waste management, desires to provide for its citizens a waste reduction recycling program, public education concerning responsible solid waste disposal, and household hazardous waste collection.

The M.e.t. has the ability and facilities in place to continue to operate a recycling program at its depot located within the jurisdictional boundaries of Bixby. The M.e.t. also has the expertise and the existing relationships to provide public education and to facilitate the collection of household hazardous waste on a regional basis.

The City of Tulsa, Oklahoma, has created a household pollutant collection facility (Facility) for Tulsa citizens to dispose of certain hazardous waste which is deleterious to the environment if disposed of incorrectly. The facility is located at 4502 S. Galveston. TARE and the City of Tulsa desire to make the facility available to area jurisdictions in a manner that is beneficial to the local environment, and consistent with Oklahoma Department of Environmental Quality MS4 water permits.

In consideration of the foregoing, as well as, mutual promises and covenants contained in this agreement, the parties agree as follows:

II. M.e.t. DUTIES

Recycling Collection

1. The M.e.t. agrees to provide recycling services at the recycling depot located within the jurisdictional boundaries of Bixby as specified in this agreement. The M.e.t. will provide equipment, materials, and management of operations for recycling services at the depot location. The M.e.t. will be responsible for and will pay for electricity charges at the depot location.
2. The parties reserve the right to change the location of the existing depot or to add depots upon mutual agreement reduced to writing and signed by each.
3. The M.e.t. shall maintain records showing the types and quantities of materials

10. Tulsa will receive, weigh and process the materials presented at the facility by citizens that have a voucher. Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. Tulsa will not receive materials from any citizen of Bixby that does not have a voucher.

11. Tulsa will charge the M.e.t. a fee for the disposal up to **45 pounds** for **\$62**. The Bixby citizen is responsible for any additional fees for materials exceeding 45 pounds. at a cost of **\$1.37/lb**. Provided that automobile, boat and lawn equipment batteries will be accepted, but will not be included in the weight.

12. The M.e.t. will pay Tulsa for the voucher out of the funds provided to it by Bixby under this agreement.

13. Bixby authorizes the M.e.t. to make **68** vouchers available for its citizens to use the Tulsa facility plus any carryover vouchers from **FY 24/25**. Additional vouchers may be authorized in writing upon receiving notice from Bixby and agreed to arrangements for payment.

14. The M.e.t. will deliver to Bixby at the M.e.t. Board meeting, a monthly itemization showing the total number of vouchers. The poundage of and types of waste received, as well as the unanticipated items and excess poundage that were paid for by the citizen will be reported to Bixby upon request.

Excess Poundage, Unanticipated Products, Excess Number of Visits

15. The parties anticipate that citizens may arrive at the facility with different products than they disclosed when making the voucher. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.

16. In the event that the citizen has materials in excess of 45 pounds excluding batteries, Tulsa will require that the citizen pay Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 45 pounds delivered by a citizen at a scheduled voucher. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.

17. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

IV. PAYMENT

18. Bixby will pay the M.e.t. a total of **\$38,106** payable in equal quarterly installments due within 30 days after the receipt of invoices from the M.e.t. showing the duties

performed and the amount due. In the event that Bixby authorizes vouchers at the Tulsa Facility in excess of the number agreed to above, Bixby will pay the M.e.t. in advance or in a mutually agreed upon manner for an additional number of vouchers at the rate of \$62 per voucher. Unused vouchers shall roll over to the next contract year.

V. TERM

19. The term of this Agreement shall commence on **July 1, 2025**, and conclude on **June 30, 2026**. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

VI. TERMINATION

20. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to, failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination.

21. Neither forbearance nor payment by either party shall constitute waiver of any remedies for any default or breach that exists then or occurs later.

VII. DISCLAIMER OF AGENCY

22. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

VIII. AMENDMENT

23. This agreement may be amended only in writing and signed by all parties.

IX. SEVERABILITY

24. If any provision under this agreement, or its application to any person or

circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

X. ENTIRETY OF THE AGREEMENT & VENUE

25. This Agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

Bixby Public Works Authority

The M.e.t.

(title)

Attest:

Secretary

Date: _____

(seal)

(title)

Attest:

Secretary

Date: _____

Approved as to form:

Approved as to form:

Attorney

Attorney

Exhibit A – Accepted and Non-Accepted Household Hazardous Waste

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Latex Paint*
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances

**Since latex paint is not harmful to the environment and due to budgetary concerns, M.e.t. staff encourages Bixby citizens to dry out their latex paint and not bring it to the facility.*

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve the purchase of a VC500 Controller for the ROVVER X sewer inspection system from Key Equipment; total \$18,628.75.

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: The Public Works Department is purchasing a VC500 Controller for the ROVVER X sewer inspection system. The VC500 offers a touchscreen interface, integrated video display, and advanced asset inspection software capabilities. This upgrade will significantly improve the efficiency and reliability of the City's sewer inspection operations. The controller will be purchased from Key Equipment for a total cost of \$18,628.75.

EXHIBITS: None

KEY ISSUE: Improved functionality and efficiency in sewer infrastructure inspection.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: June 9, 2025

MEETING: BPWA