



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

**Mayor Bobby Schultz  
Vice Mayor Ken Hirshey  
Chairman Mike David  
Chairman Ryan Payne  
Chairman Luke Freeman**

**Monday, September 14, 2026**

**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
- 2) Consider and approve purchasing 2026 Ford F350 4WD for the Sewer Crew from Bill Knight Ford; total \$68,709.74.
- 3) Consider and/or approve a contract with Tulsa Metropolitan Utility Authority and City of Tulsa for a short-term solution to divert a portion of Bixby wastewater to the Tulsa wastewater sewer system via a connection approximately 0.5 miles east of the East 121st Street South and South Sheridan Road Intersection.

## **Regular Agenda**

- 1) Adjournment

## **Notice of Posting**

This Notice and Agenda was posted on the bulletin board this day of September 10, 2026, 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

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

1. 20260824 Bixby Public Works Minutes

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

September 14, 2026

**Meeting**

20260914 Bixby Public Works Authority Agenda

# **Bixby Public Works Authority Meeting Minutes**

Bixby Municipal Building  
111 N. Cabaniss Ave., Bixby, OK 74008  
August 24, 2026 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 August 20, 2026, on or before 5:00 p.m.

## **Call to Order**

Mayor Schultz called the Bixby Public Works Authority Meeting to order at 7:3 pm.

## **Roll Call**

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

### **Members Present:**

Mayor Schultz  
Vice Mayor Hirshey  
Councilor David  
Councilor Payne  
Councilor Freeman

### **Staff Present:**

Todd Blish, Interim City Manager and Police Chief  
JT Hammons, City Attorney  
Shannon Duran, City Clerk  
Charles Barnes, Finance Director  
Dylan Warner, Public Works Director  
Joe Sherrell, Fire Chief  
Bryan Toney, Public Information Officer

## **Consent Agenda**

- 1) Minutes for the Bixby Public Works Authority Meeting dated 8/10/26.
- 2) Consider and approve purchasing 2026 Ford F150 4WD for Construction Inspections from Bill Knight Ford; total \$46,943.34.
- 3) Consider and approve purchasing 2026 Ford F250 4WD for an on-call vehicle from Bill Knight Ford; total \$62,098.30.

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

Item presented by: No One

Others who spoke: No One

Mayor Schultz asks for a motion to approve items 1–3. Councilor Payne made a motion to approve, seconded by Councilor Freeman.

The vote was taken with the following results:

Carried: 5-0

Ayes: Payne, Freeman, David, Hirshey, Schultz

Nays: 0

## **Regular Agenda**

- 1) Discussion and update on the emergency waterline repair at Fry Ditch.

No further update was given other than units and an adjustment to the invoice that was issued for the repairs.

- 2) Adjournment

Adjournment was called at 7:34 pm.

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Mayor

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City Clerk



# Consent Agenda Item Commentary

**Item Title**

Consider and approve purchasing 2026 Ford F350 4WD for the Sewer Crew from Bill Knight Ford; total \$68,709.74.

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

1. Bill Knight - 2026 F350

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

September 14, 2026

**Meeting**

20260914 Bixby Public Works Authority Agenda



## Fleet and Commercial Center

SW0035

Category #25101507

Item # 1000009326

Dealer Name: Bill Knight Ford

Make: Ford

NEW: 1-Ton Crew Cab & Chassis

Model: W3F

August 24, 2026

City of Bixby (OK):

Howdy Paul Jordan,

We are pleased to offer for your consideration one (1) new, in-stock Oxford White 2026 F-350 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W3H).

Please see below for your Contract Pricing.

| Description                                       | Code | MSRP        | SW0035M     |
|---------------------------------------------------|------|-------------|-------------|
| F-350 Chassis 4x4 Crew Cab 179" WB DRW XL         | W3H  | \$58,805.00 | \$55,519.34 |
| Destination and Delivery                          | D&D  | \$2,795.00  | \$0.00      |
| Base MSRP                                         |      | \$61,600.00 | \$55,519.34 |
| Diesel, V-8, 6.7L Powerstroke                     | 99T  | \$10,995.00 | \$10,555.20 |
| Tires: All-Terrain, LT245/75R17E BSW              | TBM  | \$165.00    | \$158.40    |
| Axle, Limited Slip, 4.10                          | X4N  | \$395.00    | \$379.20    |
| Platform Running Boards                           | 18B  | \$445.00    | \$427.20    |
| Skid Plate Package                                | 41P  | \$150.00    | \$144.00    |
| Spare Tire, Jack & Wheel                          | 512  | \$350.00    | \$336.00    |
| Trailer Brake Controller, Tow Command™ Integrated | 52B  | \$300.00    | \$288.00    |
| Rear View Camera & Prep Kit                       | 872  | \$515.00    | \$494.40    |
| XL Chrome Package                                 | 96V  | \$425.00    | \$408.00    |
| Total from Ford (each)                            |      | \$75,340.00 | \$68,709.74 |

Thank you

Steven Wiley

Bill Knight Ford Fleet Center

(918) 526-2394 Direct Line

swiley@billknightauto.com

9625 South Memorial Drive  
Tulsa, Oklahoma 74133-6197  
Phone: 918-526-2397 · Fax: 918-526-2395

# Consent Agenda Item Commentary

**Item Title**

Consider and/or approve a contract with Tulsa Metropolitan Utility Authority and City of Tulsa for a short-term solution to divert a portion of Bixby wastewater to the Tulsa wastewater sewer system via a connection approximately 0.5 miles east of the East 121st Street South and South Sheridan Road Intersection.

**Initiator**

Nathan Radach

**Staff Information Source**

Nathan Radach

**Background****Exhibits**

1. Tulsa Wastewater Disposal Contract
2. Commentary Tulsa Wastewater Connection Contract

**Key Issue****Council Action****Recommendation****Item No:** 3.**Meeting Date**

September 14, 2026

**Meeting**

20260914 Bixby Public Works Authority Agenda

Mr. Warner and Mr. Radach,

The Bixby-Tulsa Contract for Wastewater Disposal is ready for the wet signatures of the following Bixby representatives:

- Chairman of the Bixby Public Works Authority ✓
- Secretary of the Bixby Public Works Authority ✓
- Attorney for the Bixby Public Works Authority ✓
- Director of Public Works for the City of Bixby ✓

When complete, please return the contract to me.

Peter Denis

Water and Sewer Department, City of Tulsa

Cell: 918-381-2404

pdenis@cityoftulsa.org

My mailing address is:

Peter Denis, Cubicle 13-116B

Water and Sewer Department, City of Tulsa

175 East 2nd Street

Tulsa, OK 74103

# City Contract

Version 5.6 released on 7/21/26

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



UB0122158

## CITY COUNCIL USE ONLY

Date Received: \_\_\_\_\_  
Committee Date: \_\_\_\_\_  
1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
Committee: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
2<sup>nd</sup> Agenda Date: \_\_\_\_\_

## CITY CLERK USE ONLY

☐ Scanned Date: \_\_\_\_\_  
☐ Posted Item #: \_\_\_\_\_

**All department items requiring Council approval must be submitted through the Mayor's Office.**

## Primary Details

### Contract Phase

☒ New Contract ☐ Renewal ☐ Amendment ☐ Statutory Change Order ☐ Supplemental Documentation ☐ Quantity Adjustment ☐ Final Payment ☐ Permission to Continue ☐ IDP Formal Acceptance ☐ Terminate/Cancel

### Data Sharing

☐ Yes ☒ No

*This contract will involve data sharing or data transfers.*

Board Approval  
Tulsa Metropolitan Utility Authority

Other Board Name \_\_\_\_\_

City Council Approval

☐ Yes ☒ No

Contract Number

139893

Department  
Water and Sewer

Contact Name  
Peter Denis

Email  
pdenis@cityoftulsa.org

Phone  
918-596-9523

Vendor Name(s)  
City of Tulsa Utilities

Vendor Number  
1414

Description (Subject)  
Contract for Wastewater Disposal

*This should match the Munis description field but should be different from Contract Type or Subtype*

Contract Type  
Intergovernmental

Contract Subtype \_\_\_\_\_

Bid/Project Number \_\_\_\_\_

Contract Amount \_\_\_\_\_

Site Address \_\_\_\_\_

Site Parcel No. \_\_\_\_\_

*IDP, Real Property, or other property related contract address*

## Budget

### Contract Funding Type

☒ No Payment Involved

☐ Revenue Contract

☐ Expense Contract

*Affidavit of Claimant should be attached to the contract for Expense Contracts*

Funding Source(s) \_\_\_\_\_

### TOTAL:

*Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)*

## Approvals

Department: \_\_\_\_\_

Legal: \_\_\_\_\_

Board: \_\_\_\_\_

Mayor: \_\_\_\_\_

Other: \_\_\_\_\_

Date: 8.13.2026

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Policy Statement

### Background Information

The Haikey Creek WWTP will receive and treat wastewater from the City of Bixby.

*Provide background information on the requested action.*

### Summation of the Requested Action

Submitted for approval is a Contract between the City of Bixby, the TMUA, and the City of Tulsa for treatment of Bixby's wastewater at the Haikey Creek WWTP.

*Summarize the pertinent details of the requested action*

### Other Pertinent Details

*Provide any additional information that should be considered when considering approval of this contract document*

## Processing Information for City Clerk's Office

### Post Execution Processing

- ☒ **Must be filed with other governmental entity**
- ☒ **Add'l governmental entity approval(s) required**

### Additional Routing and Processing Details

*Note: Departments may obtain copies of records from TCM*

# CONTRACT FOR WASTEWATER DISPOSAL

Between City of Bixby and City of Tulsa

This Contract is made and entered into, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bixby, along with the Bixby Public Works Authority, collectively referred to as "Bixby", and the City of Tulsa, along with the Tulsa Metropolitan Utility Authority, collectively referred to as "Tulsa" upon the following terms and conditions, and for the reasons and considerations hereinafter set forth.

Whereas Bixby owns and operates a wastewater sewer system and desires to construct a short-term solution to divert a portion of Bixby wastewater to the Tulsa wastewater sewer system until Bixby is able to construct long-term solutions to address permanent capacity needs.

Whereas Tulsa owns and operates a wastewater sewer system and has agreed to receive wastewater from Bixby.

Now, therefore, in consideration of the mutual covenants, terms, and conditions herein set forth, Tulsa and Bixby bind themselves by this Contract and further agree that the rights and obligations of the respective parties effective as of the date set forth above shall be as follows:

## ARTICLE I

### Sewer System Connection

- 1.1 This article addresses the current situation where Bixby desires to divert Bixby wastewater to the Tulsa sewer system.
- 1.2 Bixby will construct an additional section of the Bixby sewer system to connect to the Tulsa sewer system at a Transfer Manhole in order to divert wastewater from the Bixby sewer system to the Tulsa sewer system. This will be done at Bixby's expense as described in Article V below. The Bixby sewer system will connect to the Tulsa sewer system at the Transfer Manhole listed in Exhibit 1 and shown in Exhibit 2. The location of the Transfer Manhole may be amended by a written agreement of both parties and by updating Exhibit 1 and Exhibit 2.
- 1.3 Bixby will modify the Bixby sewer system so that one (or more) flow monitor(s) can be installed in the Bixby sewer upstream of the Transfer Manhole to measure the amount of flow from Bixby to Tulsa. This will be done at Bixby's expense as described in Article V below.
- 1.4 Tulsa will coordinate for the purchase and installation of one (or more) flow monitor(s) in the Bixby sewer upstream of the Transfer Manhole in order to measure the amount of flow from Bixby to Tulsa. Tulsa's flow monitor contractor will perform comprehensive operating and maintenance services, including: remote diagnostic inspection; repair and preventive maintenance; battery replacement; and confirmations to compare measurements taken by the sensors to measurements taken manually in the field. Confirmations will be performed as needed and in accordance with procedures provided by the equipment manufacturer to ensure confidence with an accuracy of no more than 3% difference between sensor measurements and field measurements. Tulsa's flow monitor contractor may access, service, and replace the meter in Bixby's system at any time without notice to Bixby. The metered wastewater flow from Bixby to Tulsa will be reported monthly and shared with both Bixby and Tulsa. Bixby will reimburse Tulsa for these expenses as described in Article V below.

- 1.5 Bixby will submit to Tulsa plans of the proposed sewer connection at the Transfer Manhole for approval by Tulsa prior to any work.
- 1.6 The permitted wastewater flowrate from Bixby to Tulsa is listed in Exhibit 1. This flowrate may be amended by a written agreement of both parties and by updating Exhibit 1. Flowrates in excess of the permitted limit will be considered a breach of this Contract, and Tulsa may terminate this Contract within 180 days by giving Bixby written notice of its intention to do so, unless Bixby cures the breach before the expiration of the 180 days.
- 1.7 The permitted wastewater composition from Bixby to Tulsa is listed in Exhibit 1. This composition may be amended by a written agreement of both parties and by updating Exhibit 1. Excessive commercial or industrial wastewater compositions will be considered a breach of this Contract, and Tulsa may terminate this Contract within 365 days by giving Bixby written notice of its intention to do so, unless Bixby cures the breach before the expiration of the 180 days.
- 1.8 Bixby agrees to comply with Tulsa ordinance Title 11-C, Section 1202 regarding Pretreatment of Wastewater, which may be required for any future industrial wastewater.
- 1.9 Bixby agrees to prohibit any type of discharge into the sewer system that is prohibited by Tulsa ordinance or Oklahoma regulations.
- 1.10 The only sewer system connection permitted between the Bixby sewer system and the Tulsa sewer system is at the agreed Transfer Manhole.

## ARTICLE II

### Sewer System Disconnection

- 2.1 This article addresses the future situation when Bixby desires to stop diverting Bixby wastewater to the Tulsa wastewater sewer system.
- 2.3. Bixby will notify Tulsa in writing of Bixby's desire to stop diverting and propose a plan of action to address both the sewer connection and flow monitor(s). Bixby will submit to Tulsa plans of the proposed modifications to the sewer connection for approval by Tulsa prior to any work.
- 2.4. Below is a list of reasonable alternatives to address the sewer connection and flow monitor(s). Other alternatives may also be considered.
  - Stop flow temporarily. Bixby stops the flow to Tulsa but leaves the sewer connection and flow monitor in place to allow for operational flexibility. Bixby modifies the sewer connection to temporarily prevent flow from entering the Tulsa system. This would be done at Bixby's expense. Bixby continues to pay Tulsa a monthly amount for the flow monitor maintenance and data collection. If no flow is recorded, then there would be no monthly charge for metered wastewater flow from Bixby to Tulsa.
  - Stop flow permanently. Bixby modifies the sewer connection to permanently prevent flow from entering the Tulsa system. This would be done at Bixby's expense. Tulsa would coordinate for the flow monitor(s) to be removed. If applicable, Bixby would reimburse Tulsa for any costs associated with the removal of the flow monitor(s). Tulsa will retain ownership of the flow monitor(s) after removal. There would be no monthly charge for flow monitor maintenance and data collection. There would be no monthly charge for metered wastewater flow from Bixby to Tulsa. This contract would remain in effect to allow for operational flexibility. The sewer

connection may be re-established, and the flow monitor(s) reinstalled if agreed by both Bixby and Tulsa.

### ARTICLE III

#### Ownership of System

- 3.1 The portion of the wastewater sewer system currently owned by Tulsa will remain the property of Tulsa. All requirements for the operation and maintenance of the Tulsa sewer system will be the responsibility of Tulsa.
- 3.2 The portion of the wastewater sewer system currently owned by Bixby will remain the property of Bixby. The additional section of the Bixby sewer system that Bixby constructs in order to connect to the Tulsa sewer system at a Transfer Manhole will be the property of Bixby. All requirements for the operation and maintenance of the Bixby sewer system will be the responsibility of Bixby.
- 3.3 Tulsa will own the one (or more) flow monitor(s) in the Bixby sewer upstream of the Transfer Manhole to measure the amount of flow from Bixby to Tulsa.

### ARTICLE IV

#### Liability of Parties

- 4.1 Bixby hereby releases Tulsa from any liabilities or claims of damages arising out of, or caused by, the connection of the Bixby sewer system to the Tulsa sewer system.
- 4.2 Bixby shall indemnify and hold harmless the City of Tulsa, the Tulsa Metropolitan Utility Authority (TMUA), and their respective trustees, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from (i) Bixby's discharge of wastewater into the Tulsa system, (ii) Bixby's breach of this Contract, or (iii) any act or omission of Bixby, its contractors, agents, or employees. Without limiting the foregoing, Bixby shall be solely responsible for, and shall indemnify and hold harmless Tulsa and TMUA from, any and all environmental liabilities, including but not limited to violations of federal, state, or local environmental laws, permit exceedances, pretreatment violations, contamination, and costs of investigation, remediation, or regulatory compliance caused in whole or in part by Bixby's wastewater or actions.

### ARTICLE V

#### Billing Between Parties

- 5.1 Bixby will pay Tulsa a one-time amount for the purchase and installation of at least one (1) flow monitor in the Bixby sewer upstream of the Transfer Manhole. Bixby will pay Tulsa an additional one-time amount for the purchase and installation of any additional flow monitors, as needed. The amount that Bixby pays to Tulsa will be the same amount that Tulsa pays to Tulsa's flow monitor contractor for the purchase and installation of the flow monitor(s). The cost for the purchase and installation of one (1) flow monitor is listed in Exhibit 1 for information only.
- 5.2 Bixby will pay Tulsa a monthly amount for flow monitor maintenance and data collection. The amount that Bixby pays to Tulsa will be the same amount that Tulsa pays to Tulsa's flow monitor contractor for the maintenance and data collection of the flow monitor(s) in the Bixby sewer

upstream of the Transfer Manhole. The cost for the maintenance and data collection of one (1) flow monitor is listed in Exhibit 1 for information only. The monthly amount for flow monitor maintenance and data collection that Bixby pays to Tulsa will be adjusted to be the same amount as any future monthly amount that Tulsa pays to Tulsa's flow monitor contractor for the maintenance and data collection of the flow monitor(s).

- 5.3 Bixby will pay Tulsa a monthly charge based on the metered wastewater flow from Bixby to Tulsa. The rate will be the **Wholesale User Waste Charge for Treatment Only** as specified by the City of Tulsa Ordinance. The rate is listed in Exhibit 1 for information only. The rate for this Contract will be adjusted to comply with any future rate specified by the City of Tulsa Ordinance.
- 5.4 In the event of meter failure or inaccuracy, Tulsa may estimate wastewater flow using reasonable methods, including historical data or engineering calculations. Such estimates shall be final unless Bixby demonstrates material inaccuracy.

#### ARTICLE VI

##### Term & Option to Renew

- 6.1 The initial term of the Contract will be for three (3) years beginning on the date of this Contract.
- 6.2 At the end of the initial term, Bixby may provide written notice to Tulsa to request renewal of the contract for an additional two (2) years. Tulsa will have the right to adjust terms and conditions before renewal of the additional two (2) years. This contract will not be automatically renewed.
- 6.3 Either party may request to terminate this contract and propose a plan of action to address both the sewer connection and flow monitor(s). This contract may be terminated by a written agreement of both parties.
- 6.4 If Bixby fails to pay Tulsa any bill accruing under this Contract ninety (90) days after the due date of such bill, then Tulsa may terminate the Contract by giving ninety (90) days prior written notice to Bixby of its intention to do so, unless Bixby pays all bills due to Tulsa.
- 6.5 If either Bixby or Tulsa breach any of the terms of this Contract, the other party may terminate the Contract by giving ninety (90) days prior written notice of its intention to do so to the offending party, unless the offending party cures the breach before the expiration of the ninety (90) days.

#### ARTICLE VII

##### Miscellaneous

- 7.1 This Contract may be amended by a written agreement of both parties. This instrument contains the entire Contract between the parties relating to the rights herein granted and the obligations herein assumed.
- 7.2 This Contract, or any portion thereof, shall not be assigned to a third party without the prior written consent of both Bixby and Tulsa.
- 7.3 If any term of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- 7.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- 7.5 The laws of the State of Oklahoma shall govern this Contract. The parties agree that any legal proceeding arising out of or relating to this Contract shall be conducted in Tulsa County.
- 7.6 This Contract is subject to such rules, regulations, or laws as may be applicable to similar Contracts in this State, and the parties hereto will collaborate in obtaining such permits, certificates, or the like, as may be required to comply herewith.
- 7.7 The captions, headings, and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.
- 7.8 In the event any action is brought to enforce, or for the breach of, any provision of this Contract, the prevailing party shall be entitled to recover its costs and expenses associated with such action.
- 7.9 Notwithstanding any provision of this Contract to the contrary, Tulsa shall have the right, without prior notice, to immediately restrict, suspend, or terminate the acceptance of wastewater from Bixby in the event that Tulsa reasonably determines that such action is necessary to (i) protect the integrity, capacity, or operation of the sewer system, (ii) prevent damage to facilities, (iii) avoid regulatory violations, or (iv) address an emergency condition. Tulsa shall provide notice to Bixby as soon as reasonably practicable following any such action. Bixby shall have no claim against Tulsa for any damages arising from exercise of this right.
- 7.10 Neither party shall be deemed in default to the extent performance is prevented or delayed by a Force Majeure event, including but not limited to acts of God, floods, extreme weather, fire, power failure, labor disputes, pandemics, or governmental action. The affected party shall provide prompt notice and resume performance as soon as practicable; however, Tulsa shall retain all rights necessary to protect its sewer system during such events.
- 7.11 Tulsa shall have the right, upon reasonable notice, to inspect, audit, and verify all data and records related to wastewater flow and billing. Bixby shall provide access and cooperation. If an audit reveals an underpayment, Bixby shall promptly pay the deficiency with interest at the maximum rate permitted by law.
- 7.12 Bixby shall be responsible for all reasonable costs incurred by Tulsa attributable to Bixby's wastewater, including increased treatment costs, regulatory compliance costs, and capital improvements necessitated by such discharge.
- 7.13 Bixby shall design, construct, operate, and maintain its system in accordance with generally accepted engineering practices and all applicable laws and regulations, and shall be solely responsible for impacts caused by its system.
- 7.14 Failure by Tulsa to enforce any provision shall not constitute a waiver. All rights and remedies are reserved and cumulative.
- 7.15 Nothing in this Contract shall be construed as a guarantee of available capacity. Tulsa reserves the right to prioritize its own system needs and regulatory obligations and may limit or suspend acceptance of Bixby's wastewater as necessary.

## ARTICLE VIII

### Notices

8.1 Any notices to either party will be in writing to the addresses listed below.

Notices directed to Tulsa should be sent to:

Tulsa Metropolitan Utility Authority  
175 East 2nd Street, 13th floor  
Tulsa, OK 74103

Notices directed to Bixby should be sent to:

Bixby Public Works Authority  
116 W. Needles Ave.  
Bixby, OK 74008

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TULSA METROPOLITAN UTILITY AUTHORITY

\_\_\_\_\_  
Chairman

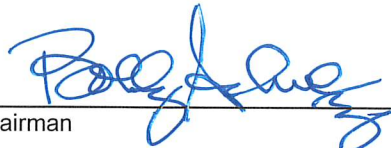
(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney for Tulsa Metropolitan Utility Authority

\_\_\_\_\_  
Date

BIXBY PUBLIC WORKS AUTHORITY

  
\_\_\_\_\_  
Chairman



\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney for Bixby Public Works Authority

\_\_\_\_\_  
Date

RECOMMENDED:

  
\_\_\_\_\_  
Director of Water & Sewer - City of Tulsa

 8/9/26  
\_\_\_\_\_  
Director of Public Works - City of Bixby

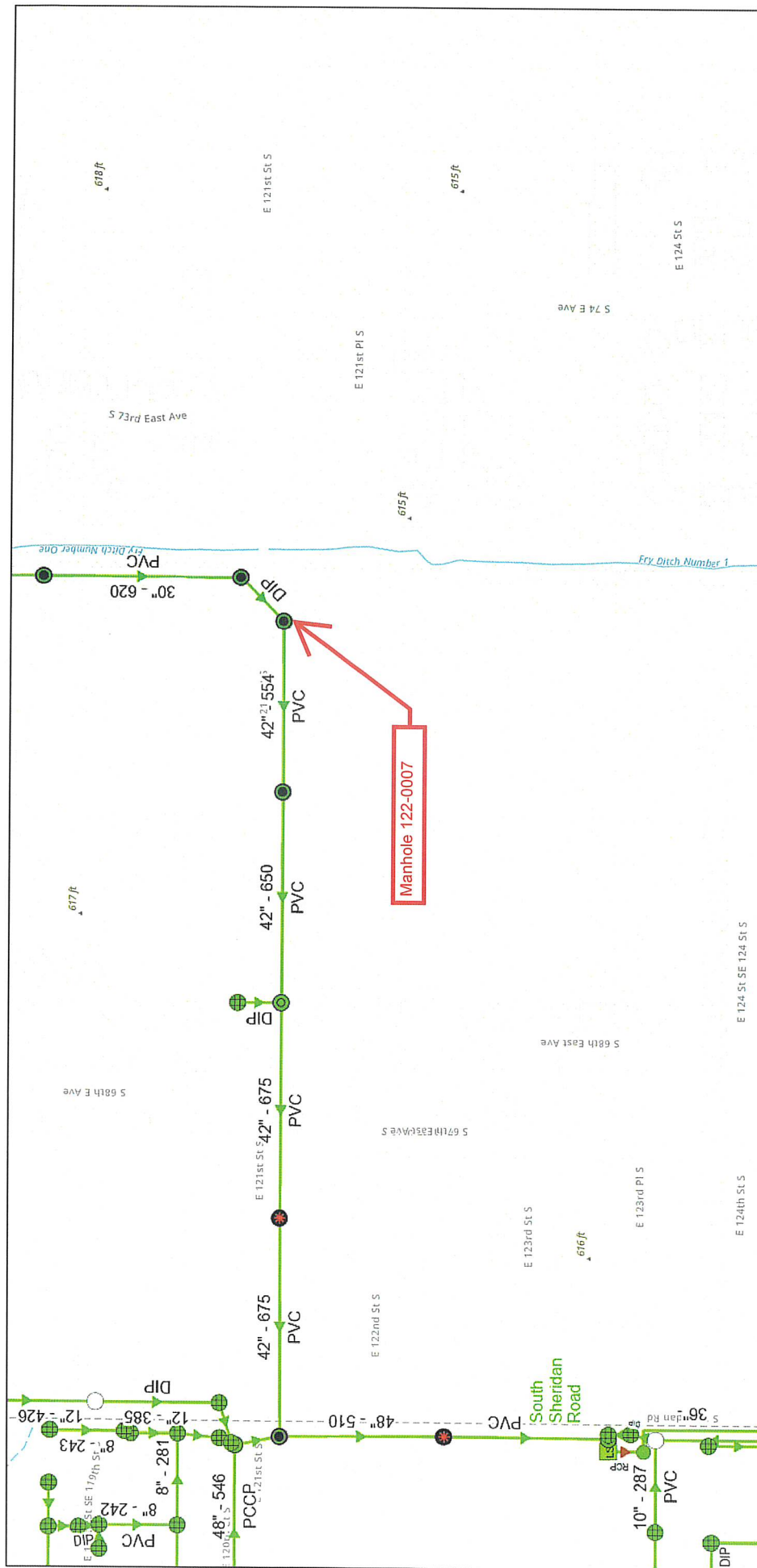
# EXHIBIT 1

## CONTRACT FOR WASTEWATER DISPOSAL

Between City of Bixby and City of Tulsa

|                                                                                                                                        |                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identification of Transfer Manhole                                                                                                     | City of Tulsa Manhole 122-0007                                                                                                                                                                                                                                              |
| Location of Transfer Manhole                                                                                                           | Approximately 0.5 miles east of the intersection of East 121 Street South and South Sheridan Road as shown in Exhibit 2.                                                                                                                                                    |
| Flow Path Downstream of Transfer Manhole                                                                                               | Flow from Manhole 122-0007 is conveyed to the South Sheridan Road Lift Station (also known as the Southeast Basin Lift Station) and then to the Haikey Creek Wastewater Treatment Plant.                                                                                    |
| Permitted Wastewater Flowrate from Bixby to Tulsa                                                                                      | Approximately 0.4 Million Gallons per Day (MGD) of dry-weather wastewater flow and up to 1.4 MGD of peak wet-weather wastewater flow.                                                                                                                                       |
| Permitted Wastewater Composition from Bixby to Tulsa                                                                                   | 80% to 100% Residential<br>0% to 20% Commercial<br>0% Industrial<br>(based on dry-weather wastewater flow)                                                                                                                                                                  |
| Cost for the purchase and installation of one (1) flow monitor in the Bixby sewer upstream of the Transfer Manhole.                    | \$16,985.00, as of 19-May-2026 and valid for 60 days. For information only, the actual cost will be the same amount that Tulsa pays to Tulsa's flow monitor contractor.                                                                                                     |
| Cost for the flow monitor maintenance and data collection of one (1) flow monitor in the Bixby sewer upstream of the Transfer Manhole. | \$592.00 per month, as of 19-May-2026 and valid for 60 days. For information only, the actual cost will be the same amount that Tulsa pays to Tulsa's flow monitor contractor.                                                                                              |
| Wholesale User Waste Charge for Treatment Only                                                                                         | \$6.38 per 1000 gallons metered, effective October 1, 2025. For information only, the actual rate will be as specified by the City of Tulsa Ordinance. The rate for this Contract will be adjusted to comply with any future rate specified by the City of Tulsa Ordinance. |

# Exhibit 2 - Location of Manhole 122-0007



5/22/2026, 11:38:53 AM

- ssPressurizedMain
- ssGravityMain
- ssSystemValve
- ssManhole
- ssNetworkStructure
- ssLift Station
- Air Relief
- Drop
- SPCL
- SPCL DROP
- SPCL PFM
- STD

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastylisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community

Esri Community Maps Contributors, City of Tulsa, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METINASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | ArcGIS Web AppBuilder

## CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or action to approve contract with Tulsa Metropolitan Utility Authority and City of Tulsa for a short-term solution to divert a portion of Bixby wastewater to the Tulsa wastewater sewer system via a connection approximately 0.5 miles east of the East 121<sup>st</sup> Street South and South Sheridan Road Intersection.

INITIATOR: Nathan Radach

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: Short-Term (approximately 10 years) connection to City of Tulsa sewer system to assist in relieving capacity at Bixby's Wastewater Treatment Plant. Estimate flow of 0.4 Million Gallons per Day (MGD) of dry-weather wastewater flow and up to 1.4 MGD of peak wet-weather flow. Includes cost for installation of a flow monitor, maintenance and collection data, and user waste charge for treatment.

EXHIBITS: City of Tulsa Contract

KEY ISSUE: Wastewater Capacity

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: \_\_\_\_\_

MEETING DATE: 09/09/2026

MEETING: BPWA