



# CITY OF TULSA WASTEWATER – UNSEWERED AREAS & 5-YEAR CIP

**TULSA CITY COUNCIL**  
**CAPITAL IMPROVEMENT PROGRAM TASK FORCE**  
February 14, 2013



# UNSEWERED AREA DEFINITIONS

- **Definitions**
  - ❑ **Unserved area – Undeveloped area without public sewer available.**
  - ❑ **Unsewered area – Developed area with private treatment system (septic system, aerator, etc.).**



# UNSEWERED AREA BRIEF HISTORY

- **Old developments with septic tanks / lateral fields constructed prior to public sewer line.**
- **Rapid growth of the City during late 70's and early 80's resulted in development with private septic systems.**
- **1987 – Joint task force of the Tulsa City – County Health Department and City of Tulsa identified unserved and unsewered areas within the City.**



# UNSEWERED AREA BRIEF HISTORY

- **1987 – Listing of developments with septic systems.**
- **1987 – Sewer Bond created a revolving fund to provide construction of sewers in existing developments with septic system problems.**
- **1990 – Developments no longer allowed with septic systems only. Developers must also construct a dry system or develop with a lift station and force main.**



# UNSEWERED AREA BRIEF HISTORY

- **Due to high connection cost, the revolving fund concept was only partially successful.**
- **Mid 90's – The policy was amended to allow connections without payment of initial capital cost.**
- **The Tulsa Revised Ordinances Title 17, Section 908 requires connection to City sewer within 90 days of sewer availability.**



# UNSEWERED AREA PROJECT DEVELOPMENT

- **Property Owners Make Request for Sanitary Sewer**
- **Public Meeting Held**
- **50% of Property Owners Must Sign Petitions**
- **Property Owners Agree to Provide Easements and Connect to Sewer.**
- **City Provides Design**
- **Project Bids as Funds are Available**

City of Tulsa  
Public Works Department

## FACT SHEET

### Unsewered Areas Project Development

- Residential property owners in developed, unsewered areas with septic systems should contact the Mayor's Action Center by telephone at 596-2100 if interested in sanitary sewer service for their property.
- The City will send blank petitions to the requesting party.
- Property owners representing at least 50 percent of the unsewered area must return their petitions before the City will place their project on the priority list.
- After the petitions are received, the City will verify property ownership, proceed with project design, and prepare easement documents.
- Property owners will be responsible for providing easements. All easements will be provided at no cost.
- The project will be advertised for construction when funds are available, the design is completed, and easements are granted.
- The City will make every effort to minimize damage to fences, trees, shrubs, irrigation systems, playground equipment or other structures within the easement construction area. The property owner is responsible for the cost to protect and replace the above mentioned improvements.
- The property owner is responsible to connect their sewer service line to the City's sewer main. The typical cost for a service line varies with each connection due to soil conditions, depth, and obstructions.
- After the project is completed and connections are made, property owners will be billed monthly at citywide rates for sanitary sewer service. The sewer charge is tied to monthly water use.



# UNSEWERED AREA PETITION

## PETITION

TMUA 12-07-05

SANITARY SEWER SPECIAL SERVICE AREAS FUND

FOR THE CREATION OF A SANITARY SEWER IMPROVEMENT DISTRICT NO. \_\_\_\_\_ (UA) on the following described property, to-wit:

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

\_\_\_\_\_ County, State of Oklahoma, according to the recorded plat thereof.

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA:

We, the undersigned, represent that we are the owners of the property above described, situated in the City of Tulsa, Oklahoma, and included in and being a part of the above named sewer district; and being desirous of having a sewer constructed on, along, and over the above named property or so much thereof as may be necessary in the construction of said sewer in said district according to the plat hereto attached do hereby petition your Honorable Body to have said sewer and all appurtenances thereto, constructed of the material, in the manner, and according to such specifications as are prescribed by the Ordinances, rules, and regulations of the City of Tulsa, and in consideration of the mutual promises and agreements of the petitioners herein, so we consent and agree that such sewer construction, connection and use shall be in accordance with the duly adopted ordinances and regulations of the City of Tulsa pertaining thereto.

### Title 17 - Section 208. Hook-up To Public Sanitary Sewer System Required

The owner of a lot served by a septic tank system, in a subdivision also having a public sanitary sewer system, shall within ninety (90) days from date of notification in writing by the City of Tulsa, at his expense, disconnect from the septic tank system, all in accordance with the Revised Ordinances and duly adopted regulations of the City of Tulsa.

IN CONSIDERATION of the creation of said sewer district and the construction of sewer therein, and the acts, doings, and promises and agreements of said City of Tulsa in connection therewith, we do hereby consent and agree that the said City of Tulsa, its officers, agents, employees, and contractors, their agents, and employees shall have the right to enter upon the premises included in said sewer district for the laying, operating, repairing, relaying, and maintaining of said sewer, and for the further purpose of enabling said City of Tulsa, its officers, agents, employees, and contractors, their agents and employees to do any and all necessary and convenient things to the construction and maintenance, operation, and repairing of such sewer line.

IN FURTHER CONSIDERATION of the mutual promises and agreements of the petitioners herein and the creation of said sewer district, and the construction of said sewer and the doing of the things to be done by the said City of Tulsa, the said petitioners herein, do agree to grant, and convey to the City of Tulsa an easement in and to that part or portion of the lots or plots of ground owned by them included in said sewer district necessary for the construction of said sewer and to make and execute said easement to the City of Tulsa upon the acceptance by the said City of Tulsa of this petition and prior to the beginning of the construction of said sewer.

All petitioners further agree to connect to said sanitary sewer upon 90-day written notice. Upon request, costs of connection may be financed through the City of Tulsa Sewer Abatement Program, with repayment over 36 months through the City of Tulsa Utility bill. Failure to connect may result in the Notice to Connect being filed with the property deed and/or water service being pulled upon request of City-County Health Department due to septic system failure. City may in-lieu of above, connect house to sewer and bill property owner.

The City of Tulsa, its officers, agents, employees, and contractors, their agents, and employees will make every effort to minimize damage to fences, trees, shrub, irrigation systems, playground equipment or other structure which may be located within the easement and construction area. However, protection and replacement of the above mentioned improvements will be the responsibility of the owner. No payment will be made for restoration of any improvement within the easement.

We, the undersigned, each certify that at the time of the signing of this petition, we are the actual bona fide owners of the lands set opposite our respective names. We also acknowledge that upon notice of completion of project that each homeowner abutting the sanitary sewer will be required to connect to the sanitary sewer within 90 days of written notice and that billing for sanitary sewer will begin at the end of the 90 day period, based on water usage.

Respectfully submitted,

Address \_\_\_\_\_ Name \_\_\_\_\_

Telephone No. \_\_\_\_\_ Name \_\_\_\_\_

STATE OF OKLAHOMA)

COUNTY OF \_\_\_\_\_ )SS

Before me, the undersigned, a Notary Public within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared \_\_\_\_\_, to me known to be the identical persons \_\_\_\_\_ who executed the within and foregoing instrument in writing and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: \_\_\_\_\_ Notary Public

I, \_\_\_\_\_ hereby certify that the above petition was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, canvassed by the Right-of-Way Section of the Engineering Services Division, Public Works Department, City of Tulsa, Oklahoma, and such canvass showed the above signers to be the bona fide property owners of the respective lots and parcels of land set forth in said City of Tulsa, Oklahoma.

\_\_\_\_\_  
Engineering Design Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



# UNSEWERED AREA ABATEMENT PROGRAM

## Sewer Abatement Program Policy Guidelines 6/5/02

Note: The Sewer Abatement Program Guidelines are to be reviewed on an annual basis by the Mayor and the City Council. As part of the Annual Budget Process, program statistics and current guidelines will be submitted for review.

### Policy Guidelines:

1. Abatement funds will be made available on a first-come-first-served basis with no income or hardship eligibility requirements.
2. Program funds will be available to both owner-occupied and owner-unoccupied properties. All customer types are eligible to participate: residential, commercial and industrial.
3. If a property owner, after receiving notification of a sewer problem by the Permitting Services Section, fails to initiate action to make the needed repairs within the 30 days specified in the notification, his/her case file will be referred to Neighborhood Inspections to initiate the nuisance abatement process. Information regarding this abatement program and the application process will be in the notification from the Permitting Services Section.
4. Although the smoke tests results are definitive in detecting that a problem exists, it is noted that such test is not definitive in pinpointing the specific problem location(s) in a sewer line.
5. The City of Tulsa will require closed circuit television inspections of a) service lines to be repaired under this abatement program. However, closed circuit television inspections will not be required in instances where the occupying owner elects to have the entire sewer line replaced. Up to \$200 of available abatement funds may be used to cover the costs of closed circuit inspections and be included in the repair cost repayment balance.
6. The abatement funds will be expended through a "voluntary abatement process" where the owner of the property executes a settlement agreement and repays the City for the repair work through a monthly utility bill. Although the City will secure a lien on the property, the owner may satisfy the lien (and avoid foreclosure proceedings) by satisfying the conditions of the settlement agreement.
7. The total repayment cost to the owner will be determined by adding the costs for: a) construction; b) closed circuit television inspection (\$200 maximum); c) permit fee; and d) an administrative fee. Interest will not be separately calculated and charged to the owner on the costs of the repair; however, an administrative fee of \$150 will be assessed in addition to the repair costs to cover administrative time, overhead, and actual costs associated with this program.
8. Payments for recovering the cost through utility bills will be determined by dividing the total cost of the repair (outlined in item 7 above) by a maximum of 36 (months) and rounding to the next higher \$10 increment; however a minimum monthly payment of \$25 will be billed. Utilities Services will establish unique billing rates to ensure proper billing of the repayment amount.
9. The owner of the sewer abatement property may choose any of his/her properties that have water service for the monthly repayment billing. If the selected utility account is in the name of a tenant, the tenant must acknowledge the billing will occur. In the event of nonpayment by a tenant, the owner maintains responsibility for the debt.
10. Utilities Services will monitor the payments outlined in the settlement agreement and shall use the department's normal collection efforts if the owner falls behind in his/her repayment obligations. If such collection efforts are not successful the City may then certify the lien to Tulsa County for collection through property taxes.
11. At such time as the owner has met the repayment obligations outlined in the settlement agreement, Utilities Services shall notify Development Services (Neighborhood Inspections) to release the lien on the property.





# UNSEWERED AREA PETITIONS SUBMITTED, COSTS

<b>District</b>	<b>Project</b>	<b>Cost</b>
<b>1</b>	<b>Grimes Heights</b>	<b>\$ 310,000</b>
	<b>Mohawk-Harvard</b>	<b>\$ 400,000</b>
<b>5</b>	<b>Unplatted Area 21<sup>st</sup> St (21<sup>st</sup> St. &amp; 85<sup>th</sup> E. Ave)</b>	<b>\$ 550,000</b>
<b>6</b>	<b>Romoland Cont. 2</b>	<b>\$ 300,000</b>
	<b>11<sup>th</sup> St Acres</b>	<b>\$ 6,600,000</b>
	<b>Unplatted Area 11<sup>th</sup> St (11<sup>th</sup> St. &amp; 129<sup>th</sup> E. Ave)</b>	<b>\$ 600,000</b>

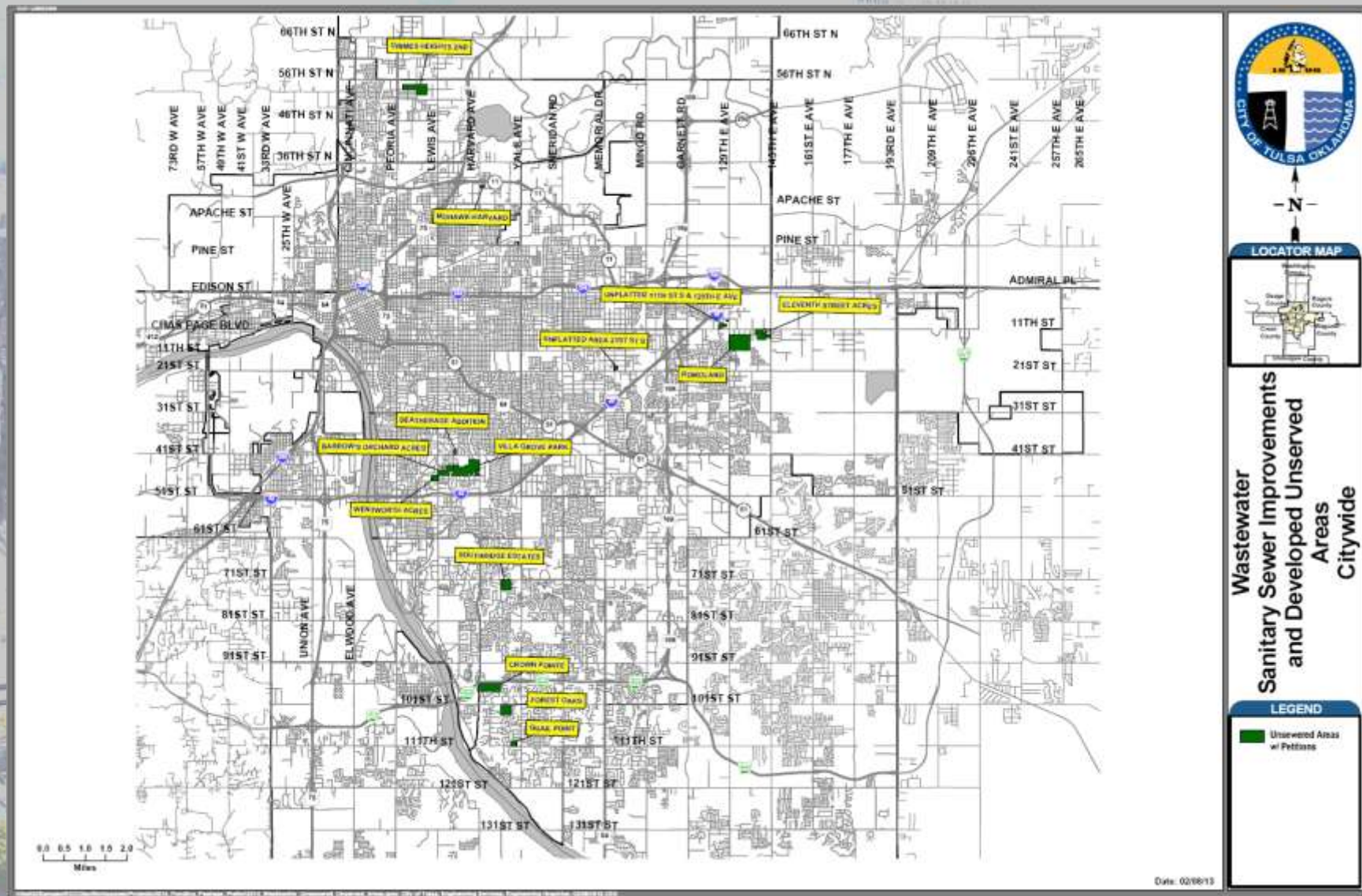


# UNSEWERED AREA PETITIONS SUBMITTED, COSTS

<b>District</b>	<b>Project</b>	<b>Cost</b>
<b>8</b>	<b>Quail Point</b>	<b>\$ 950,000</b>
	<b>Forest Oaks Cont. 2</b>	<b>\$ 850,000</b>
	<b>Southridge Estates</b>	<b>\$ 2,750,000</b>
	<b>Crown Pointe</b>	<b>\$ 680,000</b>
<b>9</b>	<b>Barrow's Orchard</b>	<b>\$ 450,000</b>
	<b>Deatherage Add.</b>	<b>\$ 300,000</b>
	<b>Wentworth Acres</b>	<b>\$ 150,000</b>
	<b>Villa Grove Park</b>	<b>\$ 30,000</b>
	<b>Total Cost</b>	<b>\$14,920,000</b>



# UNSEWERED AREA PROJECT LOCATIONS



Wastewater  
Sanitary Sewer Improvements  
and Developed Unsewered  
Areas  
Citywide





# WASTEWATER 5 YR CIP

<u>Project</u>	<u>Cost, (\$000)</u>
Northside Plant	\$ 19,702
Northside Collection System	\$ 3,370
Southside Plant	\$ 17,293
Southside Collection System	\$ 13,890
Haikey Creek Plant	\$ 39,395
Lower Bird Plant	\$ 5,533
Lower Bird Collection System	\$ 17,240
Areawide Collection System	\$ 106,084
Areawide Plant	\$ 2,474
Areawide Roofs	\$ 1,409
<b>Total</b>	<b>\$ 226,390</b>



# UNSEWERED AREA SUMMARY

**Unsewered Areas**

**\$ 14,500,000**





# *Questions?*

## **CITY OF TULSA ENGINEERING SERVICES:**

**Project Manager – Robert Shelton, PE, Sr. Special Projects Engineer, Project Planning and Coordination**

**Section Manager - Matt Liechti, PE, Manager, Project Planning and Coordination**

**Director of Engineering Services - Paul Zachary, PE**