



Council Chambers and
First Floor Conference Room
401 S. Johnstone Avenue
Bartlesville, OK 74003

**NOTICE OF SPECIAL MEETING
OF THE
BARTLESVILLE CITY COUNCIL**

Monday, August 15, 2022

12:00 NOON

**Mayor Dale Copeland
918-338-4282**

AGENDA

1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.
2. Roll Call and Establishment of a Quorum.
3. Invocation.
4. Citizens to be heard.
5. Discuss and take possible action to participate in the Oklahoma Opioid Distributor Settlement authorizing the Mayor to execute the Subdivision Settlement Participation Form submitted by the Oklahoma Attorney General's office. Presented by Jess Kane, City Attorney.
6. City Manager and Staff Reports.
7. City Council Comments and Inquiries.
8. Recess in order to relocate into the 1st floor conference room for the workshop portion of the meeting.
9. Reconvene and open the workshop meeting.
10. Citizens to be heard specific to Agenda Item 11.
11. Discuss regulations for natural landscape areas. Presented by Lisa Beeman, Director of Community Development.
12. Adjournment.

The Notice of Meeting and Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 12:00 p.m. on Thursday, August 11, 2022.

Jason Muninger

Jason Muninger, CFO/City Clerk

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

City of Bartlesville Agendas and Packets: <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/>

*Live Streaming: <https://www.cityofbartlesville.org/city-government/city-council/webcast/>

*Televised on Sparklight Channel 56

*Workshop portions of City Council meetings will not be live streamed or televised. The public is welcome to attend in person.

Open Meetings Act Compliance (25 O.S. Sec. 301 *et seq.*): all discussion items are subject to possible action by the City Council. Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the City Council may refer the matter to the City Manager, Staff or City Attorney, or back to a committee or other recommending body. Under certain circumstance, items are deferred to a specific later date or stricken from the agenda entirely. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to participate in the Oklahoma Opioid Distributor Settlement authorize the Mayor to execute the Subdivision Settlement Participation Form.

Attachments:

Letter dated July 29, 2022 to City of Bartlesville from Dawn E. Cash, Senior Deputy Attorney General of the State of Oklahoma

Proposed Subdivision Settlement Participation Form

II. STAFF COMMENTS AND ANALYSIS

See attached Letter dated July 29, 2022 to City of Bartlesville from Dawn E. Cash, Senior Deputy Attorney General of the State of Oklahoma.

III. RECOMMENDED ACTION

Staff recommends that the Council authorize participation in the Oklahoma Opioid Distributor Settlement by authorizing the Mayor to execute the Subdivision Settlement Participation Form.



OFFICE OF THE
ATTORNEY GENERAL

Dawn E. Cash
Senior Deputy Attorney General

July 29, 2022

Jess Kane, City Attorney City of Bartlesville
117 W. 5th St., Ste. 500
Bartlesville, OK 74003

Sent via electronic mail to jkane@robinettking.com

Dear City of Bartlesville:

The Oklahoma Office of the Attorney General (“OAG”) recently agreed to an historic settlement in the State’s litigation against three opioid distributors for their role in Oklahoma’s opioid crisis (the “Distributor Settlement”)¹. The settlement will result in payments over time to the State and to certain Oklahoma counties and cities. Eighty-five percent of the funds distributed must be used for the abatement of the opioid crisis.

As part of the settlement, approximately \$22 million (the “Distributor Settlement Proceeds”) is allocated for distribution by the Oklahoma Opioid Abatement Board (the “Abatement Board”) to a group of political subdivisions identified in the Distributor Settlement as non-litigating “Primary Subdivisions.” You are one of those Primary Subdivisions.

The Distributor Settlement will take effect once You and the other Primary Subdivisions join. By maximizing participation in the settlement by Primary Subdivisions like you, we are maximizing the amount of relief Oklahoma and its citizens will receive to help address the opioid crisis in our State.

What participation means for You and the State:

If you elect to participate in the Distributor Settlement:

¹ For more information on the settlement, you can read the Attorney General’s press release at <https://www.oag.ok.gov/articles/oklahoma-reaches-historic-settlement-three-opioid-distributors>. The settling defendants are McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

1. You will be eligible to receive funds from the Distributor Settlement Proceeds.
2. The amount of money you will receive will be determined by the Abatement Board.²
3. You agree to be bound by the terms of the Distributor Settlement as outlined in the Subdivision Settlement Participation Form attached below.
4. You will release any claims you have against McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the “Settling Distributors”) related to the State’s opioid litigation for the period set forth in the settlement agreement.

If you elect not to participate in the Distributor Settlement:

1. You will not be eligible to receive funds from the Distributor Settlement Proceeds.
2. You will not be bound by the terms of the Distributor Settlement as outlined in the Subdivision Settlement Participation Form attached below.
3. You will not release any claims you have against McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation related to the State’s opioid litigation.
4. The overall amount paid to the State for the benefit of Oklahoma and its citizens—including citizens in your county/city—may be reduced.

How to participate and deadline:

To participate in the Distributor Settlement, you (through an authorized official) must execute the attached Subdivision Settlement Participation Form and return it to the Office of the Attorney General.³ The deadline to submit executed forms to the Attorney General is **Tuesday, August 30th, 2022.**

How participating subdivisions will receive funds:

² The Abatement Board will likely determine the allocation amount to counties and cities based upon a formula. The proposed formula is set forth in the Abatement Board’s proposed rules at https://www.oag.ok.gov/sites/g/files/gmc766/f/emergency_rules_updated_ts_2022.07.14.pdf. These rules are subject to change.

³ The Attorney General’s address for mail is 313 N.E. 21st St., Oklahoma City, OK 73105, with attention to Emma Sherry; the email address is OAB@oag.ok.gov.

Funds set aside for You, as a participating, non-litigating Primary Subdivision, will be distributed by the Oklahoma Opioid Abatement Board consistent with the criteria set forth in the Political Subdivisions Opioid Abatement Grants Act, 74 O.S. §§ 30.3 *et seq.*

The Distributor Settlement will be finalized this Fall. Oklahoma is set to receive its first payment from the settlement in December of 2022, and the Opioid Abatement Board anticipates making initial disbursements shortly thereafter.

This Distributor Settlement will NOT affect your participation in any other opioid litigation matter.

The Distributor Settlement is limited to claims against McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation. Your participation in this settlement will NOT affect your participation in or the amount you may receive from any other past or future (if any) opioid related settlement or judgment.

While the Attorney General recommends that you participate in this settlement, your participation is not mandatory. You have the right to seek legal advice in connection with your consideration of whether to enter into the Distributor Settlement.

Where to direct questions:

If you have any questions, please contact the following:

Emma Sherry
Director of Legislative Affairs
(405) 521-3921
OAB@oag.ok.gov

Michael Burrage
WHITTEN BURRAGE
(405) 516-7800
mburrage@whittenburrage.com

- and/or -

Brad Beckworth
Nathan Hall
Jessica Underwood
NIX PATTERSON, LLP
(512) 328-5333
bbeckworth@nixlaw.com
nhall@nixlaw.com

junderwood@nixlaw.com.

We look forward to hearing from you.

Respectfully,

A handwritten signature in black ink, appearing to read "Dawn E. Cash". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping underline.

Dawn E. Cash
Senior Deputy Attorney General

Exhibit G
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (the "Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated June 24, 2022 (the "Distributors Oklahoma Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Oklahoma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Oklahoma Settlement, including Exhibit I thereto, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Oklahoma Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributors Oklahoma Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributors Oklahoma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
5. The Governmental Entity agrees to use any monies it receives through the Distributors Oklahoma Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Oklahoma Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Oklahoma Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Oklahoma Settlement.
7. The Governmental Entity has the right to enforce the Distributors Oklahoma Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Oklahoma Settlement, including, but not limited to, all provisions of Section XI of Exhibit I thereto, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Oklahoma Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Oklahoma Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Oklahoma Settlement.
10. In connection with the releases provided for in the Distributors Oklahoma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Oklahoma Settlement becomes effective pursuant to Section II.B of the Distributors Oklahoma Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Oklahoma Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributors Oklahoma Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit G to the Distributors Oklahoma

Settlement or interpreted differently from the Distributors Oklahoma Settlement in any respect, the Distributors Oklahoma Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Chapter 11 - PUBLIC NUISANCES AND PROPERTY ENHANCEMENT

ARTICLE I. - GENERAL PROVISIONS

Sec. 11-1. - Purpose and scope.

Sec. 11-2. - Adoption of state law.

Sec. 11-3. - Definitions. **(Add the following new terms)** ~~(remove existing language)~~

The following words, term and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garden means a cultivated area dedicated to growing vegetables, fruits, annual and perennial plants, ornamental grasses, or groundcovers, vines, shrubs, or trees in a location within a defined edge or border.

Managed natural landscaping area means any planned, intentionally cultivated, and maintained planting area which may include, without limitation, trees, shrubs, and native plants that require little or no irrigation and where turf grass has been completely eliminated. Managed natural landscaping areas shall not include turf-grass lawns left unattended for the purpose of returning to a natural state.

Native plants mean those grasses (including prairie grasses), sedges (solid, triangular-stemmed plants resembling grasses), forbs (flowering broadleaf plants), vines, shrubs, groundcovers, and trees that are native and naturalized to the State of Oklahoma. For purposes of this Chapter, native plants shall not include noxious weeds or noxious grasses as defined herein.

Noxious Weed means any plant identified by the State of Oklahoma, Federal Government, or any State or Federal Agency as being noxious or invasive.

~~*Slum like* means a building, structure or premises characterized by deterioration or other similar conditions regardless of the condition of other properties in the neighborhood.~~

Turf grass shall mean those types of grasses that spread naturally to form a dense continuous sod mat. Such grasses are customarily grown for regularly cut lawn areas and managed grass spaces and present a finished, maintained appearance with proper maintenance and care. Such grasses may include, but are not limited to, Bahia, bent, Bermuda, Kentucky bluegrass, fescue, buffalo, carpet, centipede, rye, St. Augustine, and zoysia grass.

Unmanaged Vegetation Growth means an unmaintained area in which any grass, turf grass, hay, weeds, brush or other vegetation has grown to a height exceeding twelve (12) inches as a result of the absence of active cutting, mowing, or other maintenance. This definition shall not include:

1. Gardens,
2. Vegetation located on agricultural land provided a minimum 50-foot buffer area is mowed and maintained along any adjacent property line abutting a public right-of-way or any developed lot, plot, or tract of land.
3. Managed natural landscaping areas, provided that any such managed natural landscape area which is visible from any public way, street, sidewalk or alley meets the following requirements:
 - a. Where turf grass has been completely eliminated;
 - b. Is clearly defined by a border, edging, rock, brick, fence or similar material;
 - c. Maintains a transition area of ten feet (10') from the edge of roadway, or five feet (5') from the inside edge of public sidewalk if existing, whichever is greater, which is comprised of turf grass or plantings no taller than twelve inches (12") in height. For the purposes of this ordinance, a corner lot shall be deemed to have two front yards;

- d. Maintains a transition area of five feet (5') from the side and rear lot lines which is comprised of turf grass or plantings not exceeding twelve inches (12") in height. This 12" maximum height restriction may be waived if there is a fully opaque fence at least six feet (6') in height along the shared side or rear property line, or if the adjacent property is a natural landscape area, wetland, pond, lake, stream, or natural wooded area;
- e. Any natural landscape area exceeding twelve inches (12") in height may occupy no more than fifty percent (50%) of the existing yard area visible from the public right-of-way;
- f. Any planting exceeding four feet (4') in height, other than trees and shrubs, shall be located within fifteen feet (15') of a building or fence;
- g. Is cut at least annually to a height no greater than twelve inches (12") to remove dead or unmaintained growth;
- h. Contains only those plants which are identified as "Oklahoma Proven" by the Oklahoma State University Extension Office (<https://extension.okstate.edu/fact-sheets/oklahoma-proven-plant-selections-for-oklahoma.html>).

Weeds shall include, but is not limited to, any of the following:

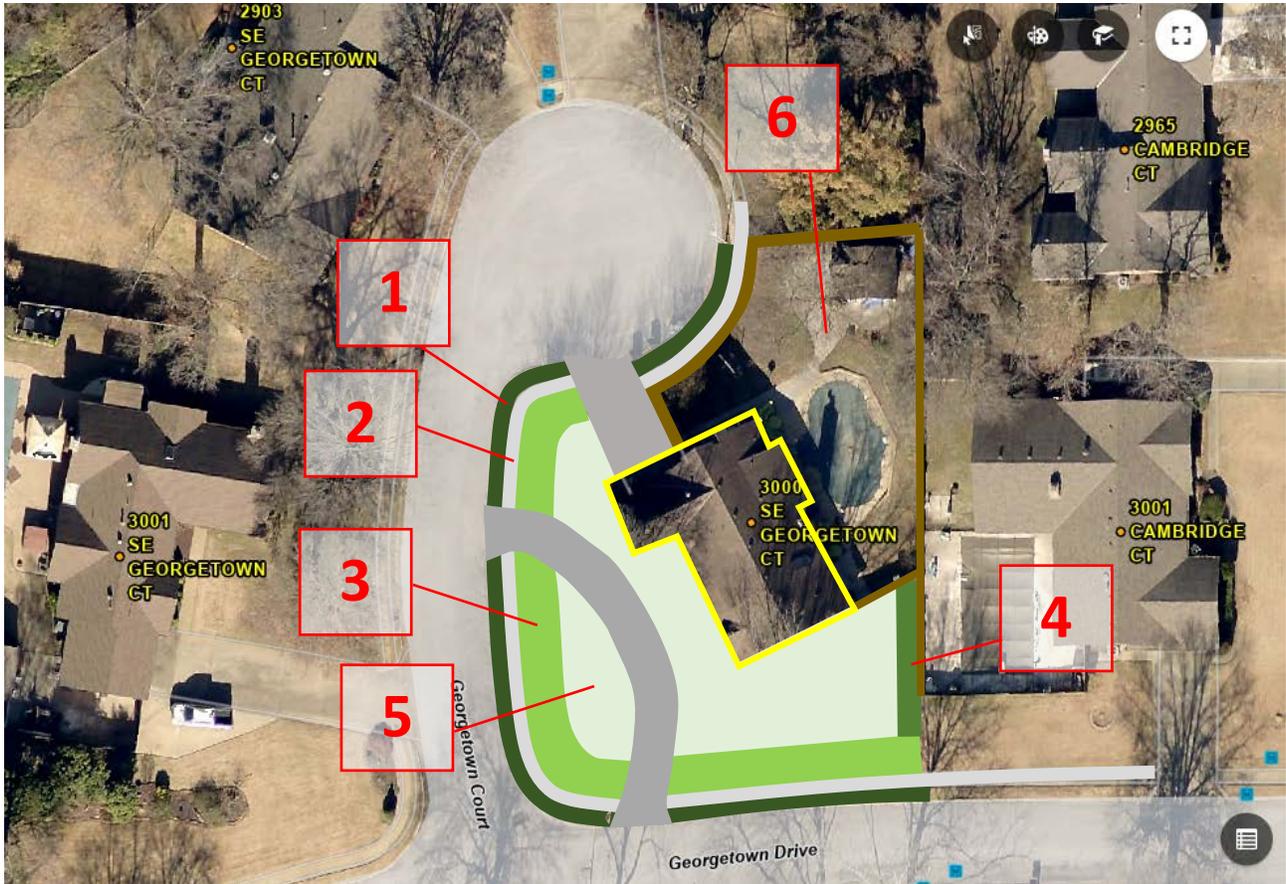
1. Any plant that exceeds twelve inches (12") in height, other than healthy trees, shrubs, or produce for human consumption grown in a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit, and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of said weeds,
2. Regardless of height, harbors, conceals, or invites deposits or accumulation of refuse or trash,
3. Harbors rodents or vermin,
4. Gives off unpleasant or noxious odors,
5. Constitutes a fire or traffic hazard,
6. Is dead or diseased.
7. Any plant that poses a major threat to agriculture and/or natural ecosystems within the United States;
8. Sorghum halepense, commonly known as Johnson grass;
9. Any noxious weed.

Sec. 11-4. - Enumerated violations.

It is unlawful and a violation of this chapter for any owner or responsible person to commit a nuisance or to permit a nuisance to occur, to erect, maintain, use, place, deposit, cause, allow, leave or permit to remain any of the following, or to willfully neglect to perform any legal duty relating to the removal of a nuisance. A nuisance includes any one (1) or more of the following conditions:

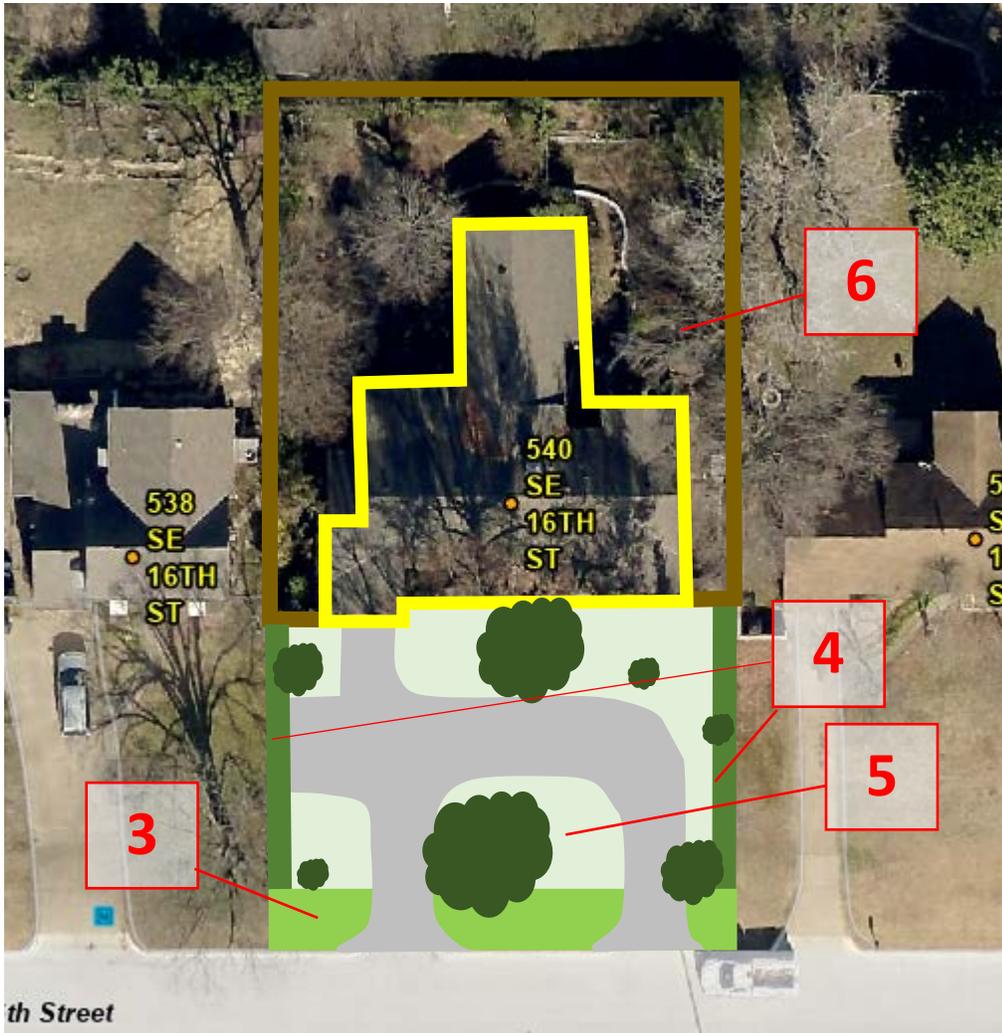
- A. Accumulation of Debris, Trash, and Waste.
- B. Vegetation.
 1. Any ~~object, building,~~ tree, bush, **shrub, grass,** or ~~vehicle~~ **plant** that constitutes a fire or traffic hazard, that interferes with, obstructs, tends to obstruct, or renders dangerous the free passage, use or vision in the customary manner of any sidewalk, street or highway in the city.
 2. Any unmanaged vegetation growth as defined herein.
 3. Failure to install or maintain landscaping as required by the zoning regulations or other applicable city codes.

No further changes to Chapter 11 proposed.



Managed Natural Landscaping Area
Visible from any public way, street, sidewalk, or alley
With public sidewalk

- 1 = Area between the sidewalk and curb; must be turfgrass or low groundcover not exceeding twelve inches (12") in height
- 2 = Sidewalk
- 3 = Ten-foot (10') transition area from the edge of roadway, or 5' from the inside edge of public sidewalk if existing, which is comprised of turf grass or plantings no taller than twelve inches (12") in height. A corner lot shall be deemed to have two front yards.
- 4 = Five-foot (5') transition area from the side and rear lot lines which is comprised of turf grass or low groundcover not exceeding five inches (12") in height. This 12" maximum height restriction may be waived if there is a fully opaque fence at least six feet in height along the shared side or rear property line, or if the adjacent property is a natural landscape area, wetland, pond, lake, stream, or natural wooded area.
- 5 = Occupies no more than fifty percent (50%) of the existing yard or impervious area visible from the public right-of-way. Remainder of yard area shall not contain plantings taller than 12" in height.
- 6 = Areas which are not visible from the public right-of-way are exempt from these requirements.



Managed Natural Landscaping Area
 Visible from any public way, street, sidewalk, or alley
 Without public sidewalk

- 3 = Ten-foot (10') transition area from the edge of roadway, or five foot (5') from inside edge of public sidewalk if existing, which is comprised of turf grass or plantings no taller than twelve inches (12") in height. A corner lot shall be deemed to have two front yards.
- 4 = Five-foot (5') transition area from the side and rear lot lines which is comprised of turf grass or low groundcover not exceeding twelve inches (12") in height. This 12" maximum height restriction may be waived if there is a fully opaque fence at least six feet in height along the shared side or rear property line, or if the adjacent property is a natural landscape area, wetland, pond, lake, stream, or natural wooded area.
- 5 = Occupies no more than fifty percent (50%) of the existing yard or impervious area visible from the public right-of-way. Remainder of yard area shall not contain plantings taller than 12" in height.
- 6 = Areas which are not visible from the public right-of-way are exempt from these requirements.

Other Bartlesville Examples:



