

ORDINANCE NO. 730(12)

AN ORDINANCE AMENDING PART 12, CHAPTER 14, SECTIONS 12-1401 THROUGH 12-1408 OF THE MOORE LAND DEVELOPMENT CODE BY AMENDING TITLE OF CHAPTER, REVISING ADMINISTRATIVE PROCEDURES AND REQUIREMENTS FOR SEWER MAIN EXTENSION RECOUPMENTS, AND ADDING SECTION 12-1409 REIMBURSEMENT OF COSTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEALER.

Be it ordained by the Mayor and the Council of the City of Moore, Oklahoma that Part 12, Chapter 14 shall be amended as follows:

Chapter 14

SEWER MAIN RECOUPMENT AGREEMENTS

Section 12-1401	Purpose and Scope
Section 12-1402	Definitions
Section 12-1403	Sewer Main Recoupment Application
Section 12-1404	Determination of Developer's Cost of Construction
Section 12-1405	Developer's Required Contributions
Section 12-1406	Ownership of New Sewer Main Extensions
Section 12-1407	Service After Acceptance
Section 12-1408	Conformance With City Standards
Section 12-1409	Reimbursement of Costs

SECTION 12-1401 PURPOSE AND SCOPE.

A. It is the intent of this chapter to provide the equitable distribution of the costs of constructing public sewer main extension projects; to provide for the receipt and distribution of connection fees to recover certain expenses of sewer main extension projects; to coordinate this policy with the need for and availability of public services and facilities; and to protect the general health, safety and welfare of the citizens of this city and the customers of the city sewer system.

B. The city council may, by resolution, authorize Recoupment Agreements with developers extending sewer services to benefit other properties in situations where the other benefitting property owners would normally extend the sewer main but lack the funding to do so. Such agreements must provide that the sewer mains will be built in accordance with city plans and specifications and dedicated to the city for public use and maintenance. The city may agree to partially reimburse the developer extending a sewer main from project connection fees charged to benefitting property owners in the project area.

SECTION 12-1402 DEFINITIONS.

As used in this chapter, the following words, phrases and terms shall have the meanings set forth below:

1. "Benefitting Property" means area, zone, or district which will directly benefit by a specific sanitary sewer extension.
2. "City" means the City of Moore;
3. "City Engineer" means the consulting engineer for the city or his designated representative(s);
4. "Cost of Construction" means the final cost of construction of the entire sewer main extension project, including but not limited to, the bid amount and any additions, deletions, change orders, field changes, amendments or addenda, including a total of five percent (5%) of the actual direct cost for engineering fees. However, the "estimated cost of construction" shall mean the estimate of the final cost of construction project.
5. "Developer" means the applicant for an approved sewer main extension project who is financially responsible for constructing, or causing to be constructed, the sewer main extension project prior to project acceptance;
6. "Director" means the director of the community development department and his designated representative(s);
7. "Interceptor" means the sanitary sewer main for a particular drainage basin which serves the entire basin and follows the primary drainage pattern and shall not exceed the linear footage recommended by the city engineer;
8. "Lateral" means a minimum eight (8) inch diameter collector line for serving abutting properties;
9. "MPWA" means the Moore Public Works Authority.
10. "Policy" or "chapter" means this policy, the "sewer main recoupment agreement policy", and amendments and supplements thereto;
11. "Private Lines or Service Lines" means privately owned sewer lines for the provision of sewer service. An extension shall not be deemed a private line;
12. "Trust" means the MPWA and any successor thereto;
13. "Sewer main extension project" or "project" shall mean all necessary sanitary sewer extensions and improvements of the city sanitary sewer system necessary to serve the developer's subdivision and to meet any increased sizing required by the city engineer to properly serve the basin, including, but not limited to: trunk lines, interceptor mains, and lift stations.
14. "Trunk" means a line of at least eight (8) inches diameter, which collects lateral mains and connects to an interceptor;

SECTION 12-1403 SEWER MAIN RECOUPMENT AGREEMENT APPLICATION.

A. To commence a sewer main recoupment agreement, the developer desiring to install or construct the project shall make application to the director in writing.

B. The developer shall submit plans and specifications for the proposed project and a cost estimate to the director. The plans and specifications must be completed to the satisfaction of the director, and approved prior to commencing the project.

C. The director shall preliminarily determine the developer's required contribution for the cost of construction based upon the estimate of the developer's Engineer prior to approving any application or recommending approval of any application to the Trust. Upon acceptance by the developer of the director's determination of cost, the developer shall execute a Recoupment Agreement for MPWA consideration and approval.

D. Any application for installation of a sewer main recoupment agreement may be denied for any reasonable basis or may be conditionally approved for any reasonable basis.

E. Upon approval or conditional approval of an agreement, the applicant shall be designated the developer of that sewer main extension project and shall be financially responsible for any and all costs designated as costs to be paid by the developer in accordance with this policy.

SECTION 12-1404 DETERMINATION OF DEVELOPER'S COST OF CONSTRUCTION.

A. After the application is approved, the developer or his engineer will provide complete construction plans, engineering studies, and/or specifications as needed. Subsequently, the developer shall competitively solicit and price the construction of the project.

1. The project shall be competitively bid and the developer shall document it to the satisfaction of the director;
2. The project shall be constructed by the developer to city standards;
3. Should the developer notify the director in writing that the developer desires to withdraw his application and not proceed with the project, then the developer shall be liable for all costs and expenses made or contracted to be paid up to the time of actual receipt of notice. Should the developer not commence the project within a reasonable time, then, upon notice to the developer, the MPWA may withdraw its proposed investment;

SECTION 12-1405 DEVELOPER'S REQUIRED CONTRIBUTIONS.

A. The developer shall pay his share of the cost of construction of the sanitary sewer main and lift station projects as set forth in this Chapter.

1. Lateral Lines. The developer shall pay one-hundred (100) percent of the cost of construction for lateral sanitary sewer main extensions.

2. Trunk Lines and Interceptor Mains. The developer shall pay one-hundred (100) percent of the cost of construction for sanitary sewer trunk line and interceptor main extensions.

3. Lift Stations. The developer shall pay one-hundred (100) percent of the cost of construction for sanitary sewer lift station projects.

4. Oversized Improvements. The developer and trust may share in the cost of construction of oversized sanitary sewer trunk lines, interceptor mains, and lift stations wherein the size, capacity, or length of the proposed improvements are increased from the developers requirements due to the required servicing of the drainage basin. The developer shall pay the equivalent cost of the sanitary sewer trunk lines, interceptor mains, and lift stations designed for the size and flow of his development as determined by the director:

- a. The director shall review the plans and specifications submitted by the developer with the application;
- b. Director shall determine the cost of the sanitary sewer trunk lines, interceptor mains, and lift stations designed for the size, flow, and location of his development and the cost of the oversized improvements. The cost difference between the two projects shall be the amount available for recoupment;
- c. Developer shall pay contractor for project construction, including any addition, deletion, change order, field change, amendment or addendum to the oversized main project.

SECTION 12-1406 OWNERSHIP OF NEW SEWER MAIN EXTENSIONS.

A. The city owns the city sewer system. The city sewer system is leased to the trust.

B. All sewer main extension projects to be connected to the city sewer system shall be the property of the city upon acceptance of the construction contractor's work by the city. The developer shall be deemed to have dedicated its interest, if any, in the project to the city upon completion of the project in accordance with the construction criteria. Should the project meet the construction criteria, then the director shall recommend the acceptance of the project.

C. All sewer main extension projects shall be deemed dedicated by the developer to the city without any payment or contribution by the city or the trust to the developer. Provided, however, whenever the developer is the lowest and best responsible bidder on a competitive bid for construction of the project, the trust shall pay its share of an oversized main project, if any, as provided in this policy. However, the city and the trust shall not contribute to the cost or pay the developer as successful bidder for the cost of mains, which are larger than that required or recommended by the construction criteria.

D. Should the director so request, the developer shall execute a formal conveyance memorializing the dedication of the project.

E. After acceptance of the completed project, the developer shall have no interest in the project.

SECTION 12-1407 SERVICE AFTER ACCEPTANCE.

No connection shall be made to any sewer main extension project and no sewer service shall be provided until the project is determined to be complete by the director or his designee. The prohibition against connections and sewer services until the project is determined to be complete shall apply to the developer and all other persons and entities except the city and the trust.

SECTION 12-1408 CONFORMANCE WITH CITY STANDARDS.

A. All laterals, trunks, interceptors and lift stations to be connected to the city sanitary sewer system, either directly or indirectly, shall be:

1. Constructed in accordance with the standards and requirements of the city;
2. Constructed at locations and alignments approved by the city engineer of the city;
3. Constructed in easements dedicated to the city;
4. Constructed in a size, required by the city engineer;
5. Inspected by the city engineer prior to acceptance.

B. Interceptors, trunks and laterals to be maintained by the city or MPWA must be dedicated or donated to the city and must be approved and accepted by the city prior to use.

C. Developers, contractors or others dedicating laterals, trunks and interceptors to become part of the city sanitary sewer system, shall provide or cause to be provided a maintenance bond to the benefit of the city in an amount; for a period; and in a form acceptable to the city engineer of the city as a precondition to acceptance of the facilities.

SECTION 12-1409 - REIMBURSEMENT OF COSTS.

A. Developers may recover the share of the cost of construction paid by the developer on a sewer main extension project through connection fees from persons and entities desiring sewer service connections to the project. Provided, however, no connection fee shall be paid to any developer who has not paid its entire share of the cost of construction. Reimbursement for the cost of construction of a sewer main extension project shall only be pursuant to the receipt of connection fees as set forth herein.

1. No tap fees shall be collected or received on projects where the sewer main constructed is greater in size than that required by the construction criteria;
2. Developer shall receive such reimbursement through connection fees actually paid to the trust within a period of fifteen (15) years from the date the project was accepted by the city except as otherwise provided herein;
3. Developer may not recover more than the developer's share of the cost of construction. Developer's cost of construction, as used in this policy, shall mean the cost actually paid by the developer for interceptors and trunk lines outside the developer's subdivision, less any investment by MPWA. Developer may not recover any cost of construction within the subdivision. However, developer may include, in the cost of construction, five percent (5%) of the cost of the interceptors and trunk lines outside the subdivision as engineering design fees;
4. All persons or entities who shall desire a sewer service connection shall pay a connection fee as set forth in this policy except the developer, the city, and the MPWA. Except a benefitting property owner whose ownership pre-existed the project application date and that is used for a residential purpose shall be permitted to make a connection for sewer service to each pre-existing residential structure without paying a tap fee, pending MPWA approval . This provision is not intended and shall not be deemed to permit a sewer service connection by a developer to a project which has not been accepted or for which the developer has not paid developer's entire share of the cost of construction. The requirement to pay tap fees shall not be affected by whether the property to be served is zoned residential, commercial, industrial, or any other designation;
5. This policy shall not exempt the developer from connection fees for connection of another subdivision or facility to this project.
6. Connection fees, as required herein, shall be paid to MPWA prior to making any connection or obtaining any sanitary sewer service from the project;
7. No one, other than the city, the MPWA, or a benefitting property owner in the drainage basin may make a connection for sewer service from a sewer main extension project; provided however, the MPWA director may, at its sole discretion, permit a connection by a non- benefitting property owner outside the drainage basin upon payment of a connection fee as determined by the MPWA.

The city and the MPWA may connect to any sewer main extension project without paying a connection fee regardless of whether the city or the MPWA is in the drainage basin;

8. The city shall maintain records of all projects where connection fees are applicable. Connection fees shall be due prior to connection to a project, but neither the city nor the trust shall be liable for nonpayment by any party making a connection or non-reimbursement to the developer;

9. No connection fee shall be charged to or collected from the city or the trust;

10. No connection fee shall be charged for an extension;

11. The developer shall not receive connection fees in excess of its share of the cost of construction.

B. Benefitting property owners and others permitted to make a sewer connection by the director shall pay a connection fee for their share of cost of construction except as otherwise expressly exempted.

1. Director shall determine the cost of the sewer main project designed for the size, flow, and location of his development and the cost of the oversized improvements. The cost difference between the two projects shall be the amount available for recoupment. A 5% engineering fee may be added to the amount available for recoupment.

2. The reimbursement agreement shall stipulate the pro rata unit cost of the sewer main extension project. The pro-rata unit cost shall be determined by dividing the total amount available for recoupment by the acreage served by the sewer main extension, which is the "per acre cost" of the project. For each benefitting property, the "per acre cost" of the sewer main extension shall be multiplied by the acreage of property being served by the sewer extension project, which shall equal the tap fee.

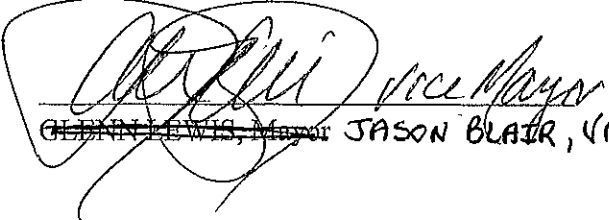
Severability

If any of the provisions of this ordinance are determined to be unconstitutional or unlawful by any court of competent jurisdiction, the remainder shall be severable and unaffected.

Repealer

Any ordinance or parts thereof in conflict with this section are hereby repealed.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2012.


GLENN LEWIS, Mayor JASON BLAIR, Vice Mayor

Jim Corbett, Jr.
JIM CORBETT, JR., City Clerk



APPROVED AS TO FORM AND LEGALITY:

Randy C. Brink
RANDY C. BRINK, City Attorney