



MEETING AGENDA FOR THE
SPECIAL ORDINANCE OVERSIGHT COUNCIL COMMITTEE

City Hall - Midwest City Council Conference room – second floor, 100 N. Midwest Boulevard

January 06, 2020 – 6:30 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
 - 1. Discussion and consideration of approving the minutes of the special October 24, 2019 meeting.
 - 2. Discussion and consideration of reviewing proposed Midwest City Code of Ordinances changes and possibly making suggestions for the full Council to evaluate.
- C. NEW BUSINESS/PUBLIC DISCUSSION
- D. ADJOURNMENT.

To make a special assistance request, call 739-1213 or email bbundy@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Notice of this Special Ordinance Oversight Council Committee meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

MINUTES OF THE
SPECIAL ORDINANCE OVERSIGHT COUNCIL COMMITTEE MEETING

October 24, 2019 – 6:00 PM

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Pat Byrne called the meeting to order at 6:00 PM with Councilmember Susan Eads, Mayor Matt Dukes with City Manager Tim Lyon, Assistant City Manager Vaughn Sullivan, City Attorney Heather Poole, City Clerk Sara Hancock, Assistant Police Chief Sid Porter, Public Works Director Paul Streets, City Planning Manager Kelly Gilles, Community Development Director Billy Harless and Neighborhood Services Director Mike Stroh. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the special August 26, 2019 meeting.** Dukes made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Byrne, Eads, and Dukes. Absent: none. Nay: none.
2. **Discussion and consideration of reviewing proposed Midwest City Code of Ordinances changes and possibly making suggestions for the full Council to evaluate.** Dukes made a motion to proceed as discussed and submit the changes to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none.

Adjournment. Chairman Byrne adjourned the meeting at 7:50 PM.

PAT BYRNE, Chairman



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Ordinance Review Council Committee

FROM: Tim Lyon, City Manager

DATE: January 6, 2020

SUBJECT: Discussion and consideration of reviewing proposed Midwest City Code of Ordinances changes and possibly making suggestions for the full Council to evaluate.

Please see the attached list of codes suggested for change. The appropriate staff will be present to assist, as needed. Once review has been completed and the committee makes the recommendation, the ordinances will be presented at the next available Council Meeting.

Tim L. Lyon

TIM LYON, City Manager

Proposed Changes to Ordinances

	<u>Chapter</u>	<u>Chapter Title</u>	<u>Section</u>	<u>Section Title</u>	<u>Suggested By</u>	<u>Comments</u>
1.	15	Fire Protection and Prevention	56 & 59	Permit Fee Scheduling Amendments & Annual License/Inspections	Fire Dept.	Updated list of permits and fees. *Presentation of information. Fees/Fire Inspection comparable
2.	15	Fire Protection and Prevention	15-100 thru 15-113	Open Burning	Fire Dept./ Council/Multiple Depts.	Pile size regulated, burning times regulated, clearance zones from piles updated. DEQ changes - follow their recommendations. Burning of by products of Medical Marijuana. Reference Edmond and OKC fees for service and inspections. International Fire Code - Cost analysis/building permit fees.
3.	38	DISCUSSION	21, 37, 45, 47, 54, 61, 65	Capital Improvement / Impact Fees	Community Development	Put in improvements, deny, waive or fees in lieu of. *Provided Options 1, 2 and 3.
4.	43	Water, Sewer, Sewage Disposal and Stormwater Quality	188 through 195	Fats, Oils and Grease Control Requirements for Commercial Establishments	PWA	Pretreatment, Sanitation, Stormwater, Sewer, Water. FOG/Grease traps.
5.		DISCUSSION		Certificate of Compliance	FD/Community Development/City Attorney	Certificate of Compliance for Medical Marijuana
6.				ADA Compliance / Sidewalks	Community Development	Accepting ADA Regulations to be able to enforce code compliance. Add fines/penalties to Section 1-15.
7.				Signs*	Community Development/Council	Needs Defined
8.				Drainage*	Community Development/PWA/Council	Needs Defined
9.				Comprehensive Plan*	Community Development/Council	Needs Defined
10.				Solid Waste	PWA	Carts, responsibility and contents
11.				Charter	City Attorney	Needs Defined
12.	24	Residential Parking	203	Residential Parking Restrictions	Council/Neighborhood Services	Soft Surface Parking - Grandfather?
13.				Home base business	Sullivan	Storage, Airbnb, Vrbo
14.	Appendix A	Zoning Regulations	4.5.2	Industrial Use Unit Classifications and Regulations	Community Development	Medical Marijuana Processing in Light Industrial.
15.	Appendix A	Zoning Regulations	5.2.3	Screening & Landscaping	Community Development	Allowing taller fences for larger lots
16.	Appendix A	Zoning Regulations	5.7.2	Accessory Uses and Structures	Community Development/Public Works	Dumpster enclosure
17.	43	Water, Sewer, Sewage Disposal and Stormwater Quality	18, 32, 54, 106, 109, 166, & 178	Water; Meters; Sewers and Sewage Disposal; & Other Provisions Relating to Taps and Connections	Public Works	
18.	43	Water, Sewer, Sewage Disposal and Stormwater Quality	67	Time and place of payment; delinquency penalty	Utilities	After hour call out fee - \$30
Ordinance Reviews on hold due to State Legislation						
	28	Offenses	130	Dangerous Drugs	Police Department	Prohibit people from smoking marijuana in public places.

UPDATED: 12/31/19

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION, ARTICLE III, FIRE PREVENTION CODES AND STANDARDS, DIVISION 2, FIRE PREVENTION CODES, BY AMENDING SECTION 15-56 AND ADOPTING SECTION 15-59; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 15, Article III, Division 2, Section 15-56 is hereby amended to read as follows:

Sec. 15-56. - Amendments.

The 2015 International Fire Code is hereby amended by repealing:

~~(1) — Section 105.6 "Required operational permits", except for the following provisions which are adopted by and made part of this code:~~

- ~~a. — Section 105.6.32, "Open Burning";~~
- ~~b. — Section 105.6.34, "Open Flames and Candles";~~
- ~~c. — Section 105.6.38, "Pyrotechnic Special Effects Material";~~
- ~~d. — Section 105.6.45, "Temporary Membrane Structures, Tents and Canopies";~~
- ~~e. — Section 105.6.5, "Carnivals and Fairs"; and~~
- ~~f. — Section 105.6.15, "Explosives."~~

(1) Section 105.6 "Required operational permits", except for the following provisions which are adopted by and made part of this code:

- a. Section 105.6.1 **Aerosol Products**
 - i. Permit, per location.....\$50.00
- b. Section 105.6.2 **Amusement Buildings**
 - i. Permit, per location.....\$75.00
- c. Section 105.6.3 **Aviation Facilities**
 - i. Permit, per location.....\$50.00
- d. Section 105.6.4 **Carbon Dioxide Systems used in beverage dispensing applications**
 - i. Permit, per location.....\$100.00
- e. Section 105.6.5 **Carnivals and Fairs**
 - i. Permit, per location.....\$50.00
- f. Section 105.6.6 **Cellulose Nitrate Film**
 - i. Permit, per location.....\$50.00
- g. Section 105.6.7 **Combustible Dust-Producing Operations**

- i. Permit, per location.....\$50.00
- h. Section 105.6.8 Combustible Fibers
 - i. Permit, per location.....\$50.00
- i. Section 105.6.9 Compressed Gases
 - i. Permit, per location.....\$50.00
- j. Section 105.6.10 Covered and Open Mall Buildings
 - i. Permit, per location.....\$100.00
- k. Section 105.6.11 Cryogenic Fluids
 - i. Permit, per location.....\$50.00
- l. Section 105.6.12 Cutting and Welding
 - i. Permit, per location.....\$50.00
- m. Section 105.6.13 Dry Cleaning
 - i. Permit, per location.....\$50.00
- n. Section 105.6.14 Exhibits and Trade Shows
 - i. Permit, per location.....\$50.00
- o. Section 105.6.15 Explosives
 - i. Permit, per location.....\$50.00
- p. Section 105.6.16 Fire Hydrants and Valves
 - i. Permit, per location.....\$50.00
- q. Section 105.6.17 Flammable and Combustible Liquids
 - i. Permit, per location.....\$75.00
- r. Section 105.6.18 Floor Finishing
 - i. Permit, per location.....\$50.00
- s. Section 105.6.19 Fruit and Crop Ripening
 - i. Permit, per location.....\$50.00
- t. Section 105.6.20 Fumigation and Insecticidal Fogging
 - i. Permit, per location.....\$50.00
- u. Section 105.6.21 Hazardous Materials
 - i. Permit, per location.....\$75.00
- v. Section 105.6.22 HPM Facilities
 - i. Permit, per location.....\$100.00
- w. Section 105.6.23 High Piled Storage
 - i. Permit, per location.....\$50.00
- x. Section 105.6.24 Hot Work Operation
 - i. Permit, per location.....\$50.00
- y. Section 105.6.25 Industrial Ovens
 - i. Permit, per location.....\$100.00
- z. Section 105.6.26 Lumber Yard and Woodworking Plants
 - i. Permit, per location.....\$50.00
- aa. Section 105.6.27 Liquid-or-Gas Fueled Vehicles or Equipment in Assembly Buildings
 - i. Permit, per location.....\$50.00
- bb. Section 105.6.28 LP-Gase
 - i. Permit, per location.....\$100.00
- cc. Section 105.6.29 Magnesium
 - i. Permit, per location.....\$50.00

- dd. Section 105.6.30 **Miscellaneous Combustible Storage**
 - i. Permit, per location.....\$50.00
- ee. Section 105.6.31 **Motor Fuel-dispensing Facilities**
 - i. Permit, per location.....\$50.00
- ff. Section 105.6.32 **Open Burning**
 - i. See Midwest City Ordinance Chapter 15, Article IV Section 15-113
- gg. Section 105.6.33 **Open Flame and Torches**
 - i. Permit, per location.....\$50.00
- hh. Section 105.6.34 **Open Flames and Candles**
 - i. Permit, per location.....\$50.00
- ii. Section 105.6.35 **Organic Coatings**
 - i. Permit, per location.....\$50.00
- jj. Section 105.6.36 **Places of Assembly**
 - i. Permit, per location.....\$50.00
- kk. Section 105.6.37 **Private Fire Hydrants**
 - i. Permit, per location.....\$50.00
- ll. Section 105.6.38 **Pyrotechnic Special Effects Material**
 - i. Permit, per location.....\$50.00
- mm. Section 105.6.39 **Proxylin Plastics**
 - i. Permit, per location.....\$50.00
- nn. Section 105.6.40 **Refrigeration Equipment**
 - i. Permit, per location.....\$50.00
- oo. Section 105.6.41 **Repair Garages and Motor Fuel Dispensing**
 - i. Permit, per location.....\$50.00
- pp. Section 105.6.42 **Rooftop Heliports**
 - i. Permit, per location.....\$50.00
- qq. Section 105.6.43 **Spraying or Dipping**
 - i. Permit, per location.....\$75.00
- rr. Section 105.6.44 **Storage of Tires and Tire By-Products**
 - i. Permit, per location.....\$50.00
- ss. Section 105.6.45 **Temporary Membrane and Tents**
 - i. Permit, per location.....\$50.00
- tt. Section 105.6.46 **Tire-Rebuilding Plants**
 - i. Permit, per location.....\$50.00
- uu. Section 105.6.47 **Waste Handling**
 - i. Permit, per location.....\$50.00
- vv. Section 105.6.48 **Wood Products**
 - i. Permit, per location.....\$50.00

(2) Section 105.7 "Required construction permits", except for the following provisions which are adopted by and made part of this code:

- a. Section 105.7.1 **Automatic Fire-extinguishing Systems (Kitchen Hood Suppression Modifications)**
 - i. Permit, per location.....Midwest City Ordinance Section 15-73
 - ii. Hood Suppression System: Permit, per location.....\$100.00
 - iii. Hood Suppression system Modification: Permit, per location.....\$50.00

- b. Section 105.7.3 Compressed Gases
 - i. Permit, per location.....\$50.00
- c. Section 105.7.4 Cryogenic Fluids
 - i. Permit, per location.....\$50.00
- d. Section 105.7.5 Emergency Responder Radio Coverage
 - i. Permit, per location.....\$50.00
- e. Section 105.7.6 Fire Alarm and Detection Systems
 - i. Permit, per location.....Midwest City Ordinance Section 15-72.
- f. Section 105.7.7 Fire Pumps and Equipment
 - i. Permit, per location.....\$50.00
- g. Section 105.7.8 Flammable and Combustible Liquids
 - i. Permit, per location.....\$50.00
- h. Section 105.7.9 Gates and Barricades
 - i. Permit, per location.....\$50.00
- i. Section 105.7.10 Hazardous Materials
 - i. Permit, per location.....\$50.00
- j. Section 105.7.11 Industrial Ovens
 - i. Permit, per location.....\$50.00
- k. Section 105.7.12 LP-Gas
 - i. Permit, per location.....\$50.00
- l. Section 105.7.13 Private Fire Hydrants
 - i. Permit, per location.....\$50.00
- m. Section 105.7.14 Smoke Control or Smoke Exhaust Systems
 - i. Permit, per location.....\$50.00
- n. Section 105.7.15 Solar Photovoltaic Power Systems
 - i. Permit, per location.....\$50.00
- o. Section 105.7.16 Spraying or Dipping
 - i. Permit, per location.....\$50.00
- p. Section 105.7.17 Standpipe Systems
 - i. Permit, per location.....\$50.00
- q. Section 105.7.18 Temporary Membrane Structures and Tents
 - i. Permit, per location.....\$50.00
- r. Section 105.7.19 Underground Fire Line / Fire Department Connection (FDC)
 - i. Permit, per location.....\$50.00

SECTION 2. The Midwest City Municipal Code, Chapter 15, Article III, Division 2, Section 15-59 is hereby adopted as follows:

Sec. 15-59. – Fire Department Annual License / Inspections.

- (1) Acceptance Testing of Fire Protection Systems
 - a. Fee, per system.....\$100.00
 - i. Initial Re-inspection.....\$50.00
 - ii. Continued Re-inspection per occurrence.....\$100.00
- (2) Building Access Control System Acceptance

- a. Fee, per system.....\$100.00
- (3) Site Gate and Barricade Acceptance
 - a. Fee, per site.....\$100.00
- (4) Mobile Food Vending
 - a. Fee, per vendor.....\$25.00
- (5) High Hazard Occupancies
 - a. Fee, per location.....\$100.00
- (6) Moderate Hazard Occupancies
 - a. Fee, per location.....\$75.00
- (7) Low Hazard Occupancies
 - a. Fee, per location.....\$50.00
- (8) Religious and Education Occupancies
 - a. Fee, per location.....\$0.00
- (9) Consultation
 - a. Single Occurrence: Fee, per location.....\$0.00
 - b. Secondary and Subsequent Occurrence: Fee, per location.....\$50.00

SECTION 3. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the _____ day of _____, 2020.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION, ARTICLE IV, OPEN BURNING, BY AMENDING SECTIONS 15-100 THROUGH 15-104 AND ADOPTING SECTIONS 15-105 THROUGH 15-113; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 15, Article IV, Section 15-100, 15-101, 15-102, 15-103, and 15-104 are hereby amended to read as follows:

Sec. 15-100. - ~~Open burning prohibited; exceptions~~ Purpose.

- ~~(a) No person shall cause or allow for open burning in any public or private place outside any building except:~~
- ~~(1) The burning of trees, brush, grass and other vegetable matter for the purpose of clearing land, and agricultural crop burning when:
 - ~~a. The burning is not within one hundred (100) feet of an occupied residence or structure other than those located on property where the burning is conducted.~~
 - ~~b. Care is used to minimize the amount of dirt on the material being burned.~~
 - ~~c. Oils, rubber and other similar materials that produce unreasonable amounts of air contaminants and smoke are not burned.~~
 - ~~d. The burning occurs between 8:00 a.m. and sunset.~~
 - ~~e. No traffic hazard is created.~~~~
 - ~~(2) Fires purposely set for the instruction and training of firefighting personnel when authorized by the fire chief.~~
 - ~~(3) Fires set for the elimination of fire hazards or hazardous material where there is no other practical or lawful method of disposal and such burning is authorized by the fire chief.~~
 - ~~(4) Campfires and other fires used solely for recreational or ceremonial purposes, or for outdoor noncommercial preparation of food.~~
 - ~~(5) Fires purposely set for the management of forest or game in accordance with practices recommended by the Oklahoma Department of Agriculture or the United States Forest Service and that are authorized by the fire chief.~~
 - ~~(6) The burning of combustible material in an open pit incinerator that is designed and operated for the control of smoke and particulate matter.~~
 - ~~(7) The burning of hydrocarbons by atmospheric flares when no other means of disposal is practical.~~

- ~~(b) — Neither petroleum-based products nor flammable liquids can be used to start the fire.~~
- ~~(c) — The area in which the burn will be conducted must be inspected by the city prior to a permit being issued.~~

The purpose of this ordinance is to promote the health, safety, and general welfare of the citizens of the City of Midwest City by regulating the air pollution and fire hazards associated with open burnings.

Sec. 15-101. - ~~Permit required; fees.~~ Applicability.

- ~~(a) — A permit shall be obtained from the city prior to any person causing or permitting an open burning in any public or private place outside any building. Application for such permit shall only be presented by and the permit issued only to the owner of the land upon which the fire is to be kindled or his designee.~~
- ~~(b) — Open burning shall only be permitted with prior approval from the city, provided that all conditions specified in the permit are followed.~~
- ~~(c) — Open burning that will be offensive or objectionable because of smoke or odor emissions when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. The fire chief is authorized to order the extinguishment by the permit holder or the fire department of open burning that creates or adds to a hazardous or objectionable situation.~~
- ~~(d) — The location for open burning, which shall not include burning in an approved container, shall not be less than fifty (50) feet from any structure other than a neighbor's residence, overhanging wires or trees and not less than one hundred (100) feet from a neighbor's residence. Precautions shall be made to prevent the fire from spreading to within fifty (50) feet of any structure, overhanging wires or trees. If the fire is in an approved container, it may be conducted not less than fifteen (15) feet from any structure.~~
- ~~(e) — A bonfire shall not be conducted less than fifty (50) feet from any structure or combustible material. Conditions that could cause a fire to spread to within fifty (50) feet of a structure shall be eliminated prior to ignition.~~
- ~~(f) — Recreational fires shall not be conducted within twenty five (25) feet of a structure or combustible material. Conditions that could cause a fire to spread to within twenty five (25) feet of a structure shall be eliminated prior to ignition. Recreational fires are to be small fires not greater than three (3) feet square by two (2) feet in height.~~
- ~~(g) — Upon issuance of a permit, the permit holder must still obtain clearance on the day the permitted burn is to occur prior to ignition to confirm proper weather conditions. Clearance may be obtained any day of the week only between the hours of 8:00 a.m. and 4:00 p.m. by contacting (405) 739-1340, Monday through Friday, and (405) 739-1388 on weekends and holidays.~~
- ~~(h) — Fees for a burn permit shall be:
Special use — One day only no charge
90-day permit \$25.00
One-year permit 75.00~~

- ~~(i) Once clearance is obtained, burning shall occur no earlier than 8:00 a.m. and all burning activity shall be fully extinguished prior to sundown that day.~~

This ordinance applies to all outdoor burning and open burning within the City of Midwest City, except as otherwise specifically provided.

- (a) This ordinance does not apply to outdoor grilling or cooking using charcoal, wood, propane or natural gas in cooking or grilling appliances.
- (b) This ordinance does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation.
- (c) This ordinance does not apply to the use of propane, acetylene, natural gas, gasoline, or kerosene in a device intended for heating, construction or maintenance activities.

Sec. 15-102. - Attendance. Definitions.

~~The owner of the land on which open burning, bonfires or recreational fires are conducted, or his designee, shall constantly attend the fire until it is extinguished. A minimum of one (1) portable fire extinguisher complying with Section 906 of the International Fire Code with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.~~

- (a) Bonfire means a large open-air fire used as part of a celebration or event.
- (b) Fire Chief means the Chief of the Midwest City Fire Department or other person designated by the Fire Chief.
- (c) Nuisance means materials that, when burned, create a foul or offensive odor, or which cause smoke emissions that are reasonably offensive to occupants of surrounding properties.
- (d) Open burning means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack, chimney, or burning in a burn barrel.
- (e) Prescribed burning means a written plan establishing the criteria necessary for starting, controlling, and extinguishing a burn. This is regulated by the Oklahoma Forestry Department.
- (f) Refuse means any waste material except trees, logs, brush, stumps, leaves, grass clippings, and other vegetative matter.

Sec. 15-103. - ~~Violations; penalty.~~ General Prohibition on Open Burning.

- ~~(a) Any person who violates any provision of a permit issued under this article shall be subject to an administrative fee of one hundred dollars (\$100.00).~~
- ~~(b) It shall be unlawful and an offense for any person to violate any provision of this article. Any person convicted of violating this article shall be punished by a fine of not more than two~~

hundred dollars (\$200.00) plus costs, or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment. Each day that any violation of this article occurs or continues shall constitute a separate offense and shall be punishable as a separate violation.

Open burning is prohibited in the City of Midwest City, unless specifically permitted by this ordinance.

Sec. 15-104. - Burn pit defined; inspection; revocation of permit. Open Burning of Refuse Material.

- (a) ~~A burn pit shall be allowed on a property in a location upon property no closer than fifty (50) feet from any structure, and shall be used in the same manner and under the same requirements in force and effect with regard to any other burning permit and its requirements.~~
- (b) ~~The area where the burn pit is to be constructed must be inspected and approved by the fire inspector or his designee prior to a permit being issued and prior to any authorized use.~~
- (c) ~~The burn pit shall be no greater than ten (10) feet in diameter and no greater than thirty-two (32) square feet. A contiguous wall shall be erected around the burn pit of a height of no less than two (2) feet and no greater than three (3) feet, and shall be constructed of block, stone, brick and mortar, or of an uninterrupted metal ring that will not become deformed or consumed by the intensity of the fire contained therein.~~
- (d) ~~Approved combustible materials burned within a burn pit shall not exceed four (4) feet in height prior to or during the burning of such materials.~~
- (e) ~~The burn pit permit shall be effective for a period of five (5) years from the date of issue. Any permitted burn pit shall be subject to reinspection by a fire official at any time there is any reasonable cause to conduct a reinspection. Upon termination or expiration of the burn pit permit, the burn pit must be reinspected and brought into compliance prior to the issuance of any new permit. The burn pit may not be operated without a current burn pit permit even if a permit had been issued during a prior period of time.~~
- (f) ~~A burn pit permit may be revoked by a fire official upon a determination that the burn pit is being operated in violation of this section, that such burn pit is no longer compliant with the requirements under this section, or subsequent to any conviction for any offense under this section.~~
- (g) ~~Burn pit permits shall be nonassignable and nontransferable. Upon the change of ownership of a property where a burn pit exists, all existing permits shall be immediately revoked and any new owner or occupant of such property shall be required to obtain a new burn pit permit subject to a new inspection of the existing burn pit by a fire inspector.~~

Open burning of refuse material is prohibited in the City of Midwest City.

SECTION 2. The Midwest City Municipal Code, Chapter 15, Article IV, Section 15-105, 15-106, 15-107, 15-108, 15-109, 15-110, 15-111, 15-112, and 15-113 are hereby adopted as follows:

Sec. 15-105. – Open Burning of Trees, Logs, Brush and Stumps.

Open burning of trees, logs, brush, and stumps is allowed in the City or within the City of Midwest City limits only in accordance with all of the following provisions:

- (a) No open burning for the purpose of a bonfire shall be permitted without first obtaining a written permit issued in accordance with City Ordinance's (See Section 15-107).
- (b) All allowed open burnings shall be conducted in a safe, nuisance-free manner, when wind and weather conditions minimize adverse effects and do not create a health hazard or visibility hazard on roadways, railroads, or airfields. Open burning shall be conducted in accordance with all local and state fire protection regulations.
- (c) Except as provided for in Section 6.4 of this ordinance, all allowed open burnings shall be constantly attended and supervised by at least one (1) competent person of at least nineteen (19) years of age until the fire is extinguished. The competent person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control and extinguishing of the fire.
- (d) Notwithstanding anything to the contrary herein contained, all allowed open burnings for the purpose of a bonfire shall be constantly attended and supervised by at least two (2) competent persons, each of whom shall be at least nineteen (19) years of age, until the fire is extinguished. The competent person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control and extinguishing of the fire.
- (e) Except for barbecue, gas, and charcoal grills no open burning shall be undertaken: (a) During periods when the Governor of the State of Oklahoma or a County wide burn ban has been issued; (b) During periods when the Oklahoma Department of Environmental Quality, or other state agency, has declared an air quality action day/ozone advisory applicable to the City; (c) When the relative humidity is below 25 percent; (d) When the heat index is over 105 degrees; (e) When the atmosphere ceiling is below one thousand feet (1,000'); (f) During periods when the Midwest City Fire Department determines, that conditions are such that any open burning would create a smoke or fire hazard.
- (f) No open burning of trees, logs, brush, or stumps is allowed upon any street, curb, gutter, sidewalk, lake, pond, or body of water in the City of Midwest City limits.

Sec. 15-106. – Recreational Burn Pits.

Recreational burning can be done at any time.

- (a) Recreational burning on the ground is required to be less than 3X3X2high, and surrounded by rock, brick, or concrete blocks (etc.), and shall be at least 25' from a combustible structure.

(b) They shall be monitored from start to the time the fire is out.

(c) If the recreational burning is in an approved container, i.e. metal portable pit, etc. can be as close as 15' from their own house.

(e) Recreational burning shall not be used as a disposal type fires.

Sec. 15-107. – Bonfire.

(a) Bonfires shall not be larger than 10X10X10high, shall not start more than 2 hours prior to scheduled event, and the area is required to be approved by the Fire Marshal's Office.

(b) The area is required to be monitored form start to the time the fire is out.

(c) Bonfires shall not be used as a disposal type fire.

Sec. 15-108. – Burning Permits.

(a) No person shall start or maintain any open burning permitted under this ordinance without a burning permit issued by the Midwest City Fire Department.

(b) All open burning shall occur between 08:00 and Dusk, during which time the fires may be replenished, but only in such a manner that all of the burning material is consumed by Dusk. Commercial burning is required to be extinguished **2 hours before Dusk.**

(c) No burning shall be conducted if a State, County, or City burn ban is in effect.

(d) No burning shall be conducted if any State agency has declared an air quality action day or an ozone advisory alert.

(e) No burning shall be conducted if the winds are more than 12mph.

(f) No burning shall be conducted if the relative humidity is below 25 percent.

(g) No burning shall be conducted if the heat index is over 105 degrees.

(h) No burning when the ceiling (Clouds) is below one thousand feet (1,000')

(i) No burning shall be conducted within 150 feet of an occupiable structure.

(j) No burning shall be conducted within 100 feet of a power line.

- (k) No burning shall be conducted within 50 feet of any combustible materials, trees, overhanging trees, or any structures.
- (l) No burning shall be conducted if the burn pile is larger than 5X5X5high (Bon Fire 10X10X10high).
- (m) If fires create an air pollution problem, a nuisance, a health hazard, or a fire hazard, they shall be extinguished. A nuisance shall be defined so as to include a complaint regarding the burning from any downwind property owner or occupant. A complaint shall be determined valid by the Fire Chief or other person designated by the Fire Chief.
- (n) When weather conditions warrant, the Midwest City Fire Department may temporarily suspend issuing burning permits and may temporarily suspend previously issued burning permits for open burning. **No refund or extension if unable to burn within the permit time limitations.**
- (o) Any violation of the conditions of a burning permit shall be deemed a violation of this ordinance. Any violation of this ordinance the burning permit shall be voided.

Sec. 15-109. – Commercial Open Burning.

- (a) **Land clearing operations** for the purposes of new commercial and residential development (2 or more lots) are required to use a properly designed air curtain incinerator at the time of burning. An incineration unit operates by forcefully projecting a curtain of air across an open, integrated combustion chamber (firebox) or open pit or trench (trench burner) in which combustion occurs. Enforced by D.E.Q. Title 252, Chapter 100, Section 13.
- (b) **Certain medical marijuana plant refuse** Commercial licensees, medical marijuana research facilities, and medical marijuana educational facilities are allowed to open burn the parts of the marijuana plant grown to produce medical marijuana and exempted from the term Medical Marijuana Waste, as set forth in Sections 428 and 429 of Title 63 of the Oklahoma Statutes.

Sec. 15-110. – Liability.

A person utilizing or maintaining an open burning fire shall be responsible for all fire suppression costs and any other liability from damage caused by the fire.

Sec. 15-111. – Right of Entry and Inspection.

Any authorized officer of the Midwest City Fire Department may inspect any property for the purpose of ascertaining compliance with the provisions of this ordinance.

Sec. 15-112. – Penalties.

Any person violating any of the provision of this ordinance shall be guilty of a misdemeanor and upon conviction shall be fined as follows:

- (a) The first violation shall result in a minimum fine of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) and maximum fine of FIVE HUNDRED DOLLARS (\$500.00), at the discretion of the Municipal Court Judge. Open burning permit shall be revoked for 1 year from the date of offense.
- (b) The second violation or any violation subsequent to the first violation, within a consecutive 24 month period shall result in a mandatory fine of FIVE HUNDRED DOOLARS (\$500.00). Open burning permit shall be revoked permanently for said individual.

Sec. 15-113. – Permit Required, Fees.

- (a) Upon issuance of a permit, the permit holder must still obtain clearance on the day the permitted burn is to occur prior to ignition to confirm proper weather conditions. Clearance may be obtained any day of the week only between the hours of 8:00 AM and 4:00 PM by contacting (405) 739-1340, Monday through Friday, and (405) 739-1388 on weekends and holidays.
- (b) Fees for a burn permit shall be:
 - Special Use – One day only: no charge
 - 90-day permit: \$25.00
 - One year permit: \$75.00
- (c) Once clearance is obtained, burning shall occur no earlier than 8:00 AM and all burning activity shall be fully extinguished prior dusk that day.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2020.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2020.

HEATHER POOLE, City Attorney

Option 1 – Summary of Amendments

- Amends the applicability for replats – developers can only apply for a replat if all required infrastructure (water, sewer, street improvements, sidewalks, detention) are existing
- Deletes the options for major and minor subdivision waivers but leaves the process for a Subdivision proportionality appeal
- Creates a fee in lieu option for required street and improvements.
- The changes to the replat section make it where all required infrastructure such as improved streets, sidewalks, water and sewer must be present for a replat to apply, otherwise the applicant will have to go through the preliminary and final plat process. This is similar to the minor plat requirements.
- This option creates a fee in lieu option where half street improvements are required.
- No changes to the sidewalk section of the code as there is already a fee in lieu option in the existing code for sidewalks. This has not been used or required since the adoption of the 2012 Subdivision Regulations

AN ORDINANCE AMENDING CHAPTER 38, SUBDIVISION REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 38-21 REPLAT; SECTION 38-37 INITIATION AND COMPLETE APPLICATION; SECTION 38-45 STREET REQUIREMENTS SECTION; SECTION 38-47 SIDEWALKS; SECTION 38-54 RETAINING WALL CONSTRUCTION AND EASEMENTS SECTION; ARTICLE VII RELIEF FROM SUBDIVISION STANDARDS; SECTION 38-61 VESTED RIGHTS PETITION; SECTION 38-65 DEFINITIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 38, Article III; Section 38-21, Replat; Sec. 38-21.1. Purpose and applicability, is hereby amended to read as follows:

Sec. 38-21.1. Purpose and applicability.

A replat of all or a portion of a recorded plat may be approved without vacation of the recorded plat, if the replat meets the following criteria:

(a) Replat criteria.

(1) The replat is signed and acknowledged by the owners of the property being replatted; ~~and~~

(2) The replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat;-

(3) All lots in the proposed replat front onto an existing public or approved private street and the construction or extension of a street or alley is not required to meet these Subdivision Ordinance requirements. If the existing street serving the subdivision does not meet current code, a preliminary and final plat will be required.

(4) All lots meet the zoning ordinance area regulations and standards (minimum frontage, etc.) and

(5) The plat does not require the extension of any city infrastructure, easements, and right-of-way to serve any lot within the proposed subdivision.

SECTION 2. The Midwest City Municipal Code, Chapter 38, Article V; Section 38-37, Initiation and complete application; Section 38-37.4. Waiver of right to sixty-day action, is hereby amended to read as follows:

Section 38-37.4 Waiver of right to sixty-day action.

- (a) *Applicability.* The waiver of right to sixty-day action applies only to the decision time for plats.
- (b) *Responsible official.* The director of community development shall be the responsible official for a waiver of right to sixty-day action.
- (c) *Request.* An applicant may submit in writing a waiver of right to sixty-day action to the decision time for plats.
- (d) *Date received.*
 - (1) If the applicant is requesting a waiver of right to sixty-day action, it must be received by the director of community development on or before the seventh calendar day prior to the meeting at which action would have to be taken (based on the sixty-day requirement) on the plat application.
 - (2) Waiver requests that are not received by that day shall not be considered properly submitted and action shall be taken on the plat application at such meeting as scheduled
- (e) *Requirements/standards maintained.*
 - (1) Submission of a waiver of right to sixty-day action, and acceptance of such by the city as part of a plat application, shall not be deemed in any way a waiver to any requirement within this Subdivision Ordinance.
 - (2) ~~A waiver (major subdivision waiver or minor subdivision waiver) from requirements herein is a separate process (see article VII Relief from Subdivision Standards).~~

SECTION 3. The Midwest City Municipal Code, Chapter 38, Article VI; Section 38-45, Street requirements; Section 38-45.2. Streets basic policy., is hereby amended to read as follows:

Section 38-45. – Street Requirements.

Sec. 38-45.2. Streets basic policy.

- (a) Standard requirements. All streets, driveway approaches, curbs, gutters, pavements and appurtenances necessary to provide access to properties shall be provided by the developer, shall be designed, constructed and maintained in accordance with standards in the Engineering Standards Manual and construction details, and planned unit development (PUD) ordinance (if applicable to the subject property), and shall be subject to approval by the city engineer.
- (b) Street improvements. In platting a new development, the property owner shall provide additional right-of-way needed for existing or future streets as required and shown by the comprehensive plan, trails master plan, and/or Engineering Standards Manual and construction details.
- (c) Improvement of existing substandard streets.
 - (1) When a proposed residential or nonresidential development abuts one (1) or both sides of an existing substandard street, the developer shall be required to:
 - a. Improve the substandard street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to bring them to city standards
 - b. Replace the substandard street, if any, and its appurtenances with a standard city street, at no cost to the city other than as may be provided in the city's cost-sharing policies that are in effect at the time of final plat approval.
 - (2) Developer options.
 - a. If the requirements for improving an existing substandard street imposed by this article VI, subsection 38-45.2(c), would result in unnecessary hardship or would be disproportional to the impacts generated by the development on the city's street system and the waiver requirements in the city Code are met, then the developer may request a major subdivision waiver (section 38-59, Petition for subdivision waivers) or may file a proportionality appeal (section 38-60, Subdivision proportionality appeal).
 - b. In lieu of constructing street improvements, the developer may, if approved by the City Council during review of the preliminary plat, pay to the City the amount necessary to construct all required street improvements within the subdivision. The amount shall be determined by the City Engineer based upon quantity of materials and

work required including incidentals such as mobilization, staking, and drainage improvements using current average prices. The quantities will be based on the latest ODOT specification book and current average price will be determined by the lowest of either the latest ODOT average unit price published on their website or a current on-call paving contract with the City. The fee shall be paid to the Community Development Department prior to the Replat/Final Plat application. The developer shall be required to construct adequate acceleration and deceleration lanes as determined by the City Engineer.

(d) *New perimeter streets.*

- (1) *Construction of a new perimeter street.* If a proposed residential or nonresidential development is developed abutting an existing or planned arterial street or collector street (as shown on the comprehensive plan), then the developer shall construct a portion of the abutting street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to the city's design standards for that type of street (per the Engineering Standards Manual and construction details).
- (2) *Waiver of the construction of a new perimeter street requirement.* ~~The director of community development~~ City Council may ~~grant a minor subdivision waiver, in accordance with section 38-59, Petition for subdivision waivers~~ allow relief, if circumstances exist on the subject property or on adjacent property that make it difficult or impractical to comply with this requirement.

(e) *New internal streets.*

- (1) All new streets and their appurtenances internal to a proposed residential or nonresidential development shall, at a minimum, be built to a width and design that will adequately serve that development, and shall conform to the Engineering Standards Manual and construction details.
- (2) If oversizing of an internal street is deemed necessary by the city engineer for traffic safety or efficiency (such as adjacent to a school or park site), then the city and/or the applicable school district may participate in such oversizing costs as part of a development agreement.

SECTION 4. The Midwest City Municipal Code, Chapter 38, Article VI: Section 38-47, Sidewalks; Section 38-47.2. Sidewalks and trail land dedications required for all development., is hereby amended to read as follows:

Sec. 38-47.2. Sidewalks and trail land dedications required for all development.

(a) Requirement.

- (1) Sidewalks shall be constructed on both sides of all streets ~~except as approved by a major subdivision waiver by the planning commission.~~
- (2) Within all residential developments, sidewalks shall be at least four (4) feet in width.

(3) All subdivisions, site developments, or sections thereof shall have installed in them sidewalks and trails to serve each lot or parcel therein.

(4) Land for the trails system shall be dedicated in accordance with areas shown on the trails master plan.

(b) Responsibility. The developer shall install sidewalks within the development along street rights-of-way and along the existing streets fronting the development.

(c) Construction materials. Sidewalks shall have a hard, improved surface constructed of materials and to standards established by the city depending on type of street construction, anticipated permanence of sidewalk, and land uses being served.

(d) Location. Sidewalks and trails shall be located in the right-of-way of the street or as close to the right-of-way line as possible, and shall extend across the entire dimension of each lot or parcel side adjacent to a public street.

(e) Timing of completion. All required sidewalks and trail dedications shall be completed prior to occupancy and before any public utility connection occurs.

(f) Agreement with trails master plan. Trails shall be located and configured according to the trails master plan and include separate shared-use paths, bike lanes and signed and marked shared bike routes.

(g) Sidewalk fee in lieu of construction.

(1) It is the desire of the city to have required sidewalks built at the time of and congruent with development. However, there may be circumstances regarding safety, economic waste and geographical features that preclude such construction.

(2) The director of community development has the authority to approve construction exemptions and collect a fee in lieu of one hundred fifteen (115) percent of the estimated total construction cost (i.e., labor included).

(3) In no instance will a private or public entity not build or pay a fee in lieu of sidewalk or trail construction.

SECTION 5. The Midwest City Municipal Code, Chapter 38, Article VI; Section 38-54. Retaining wall construction and easements; Section 38-54.3. Construction., is hereby amended to read as follows:

Section 38-54.3. Construction

(a) *Retaining wall location.*

(1) Retaining walls shall be located and constructed on private property and shall not be within any existing or planned right-of-way.

- (2) A retaining wall shall be located entirely on one (1) lot and shall not straddle property lines, as shown in Figure 49: Retaining Wall Diagram. A retaining wall may stretch across several private properties as long as each portion of the wall is clearly indicated as being a part of the associated private property.
- (b) *Retaining wall height standards.*
- (1) Any earth terracing method or wall that supports a structure or vehicle load shall meet the requirements of this section.
 - (2) A retaining wall shall meet city design standards. Any proposed alternative design shall be submitted to the city engineer for approval prior to its construction.
 - (3) All retaining walls shall be constructed from masonry or concrete materials.
 - (4) In lieu of constructing a required retaining wall, an alternative plan to a retaining wall installation may be submitted to the city engineer for approval. The plan must meet all of the drainage requirements for a property as noted on the preliminary plat drainage plan.
- (c) *Timing of retaining wall construction.*
- (1) All retaining walls shown on the grading plan/preliminary plat (see subsection (d) below) that cross multiple properties shall be installed prior to approval of the final plat.
 - ~~(2) Alternative timings to installing retaining walls prior to final plat may be approved by a major subdivision waiver (see section 38-59 for major subdivision waivers).~~
- (d) *Grading plan requirement.*
- (1) A retaining wall shall be constructed in accordance with the grading plan approved with the preliminary plat and shall comply with the requirements of the applicable building code and this subdivision ordinance.
 - (2) Any change from the approved grading plan or design for a retaining wall within a subdivision shall not be permitted unless the applicant has submitted plans for the entire subdivision showing the proposed changes in grading and the city engineer has approved the proposed change(s).
- (e) *Drainage/stormwater runoff requirement.*
- (1) A retaining wall shall be designed and constructed to prevent drainage/stormwater runoff from spilling over the top of the retaining wall and onto adjacent properties.
 - (2) The city engineer shall require all retaining walls within a side yard to be designed and constructed up to a height two (2) inches below the finish floor elevation, which shall be shown on the plat (see Figure 49: Retaining Wall Diagram).

SECTION 6. The Midwest City Municipal Code, Chapter 38, Article VII; Section 38-59.-
Petition for subdivision waivers. is hereby repealed and placed into reserve:

Article VII - RELIEF FROM SUBDIVISION STANDARDS

~~Sec. 38-59. — Petition for subdivision waivers.~~

~~Sec. 38-59.1. Purpose.~~

~~The purpose of a petition for a subdivision waiver to a specific standard or requirement of this Subdivision Ordinance, as such are applicable to plats or construction plans, is to determine whether or not such specific standard or requirement should be applied to an application.~~

~~Sec. 38-59.2. Definitions.~~

~~Subdivision waivers shall be classified as a minor subdivision waiver or a major subdivision waiver.~~

~~Sec. 38-59.3. Decision maker.~~

~~(a) Minor subdivision waiver. Minor subdivision waivers are acted upon by the director of community development or city engineer, as specified in Table 7: Minor Subdivision Waivers.~~

Table 7: Minor Subdivision Waivers

Article/Section	Standard	Director of Community Development	City Engineer
Article VI. Sec. 38-43.5(b)(3)	Waiver for Water Line Extension Requirement	Approve	Approve
Article VI. Sec. 38-43.6(a)(2)	Waiver for Wastewater System Extension Requirement	Approve	Approve
Article VI. Sec. 38-45.4(d)(3)b	Waiver of the Alignment with Median Opening Requirement	Approve	Approve
Article VI. Sec. 38-46.9(3)	Waiver of the Permit Required for a Screening Fence or Wall	Approve	
Article VI. Sec. 38-48.5(a)(2)	Waiver of the Side Lot Line Requirement	Approve	
Article VI. Sec. 38-48.5(b)(2)	Waiver of the Lot Line Jurisdictional Requirement	Approve	
Article VI. Sec. 38-48.14(b)	Waiver of the Subdivision Name Requirement	Approve	
Article VI. Sec. 38-50.2(b)	Waiver to the HOA Establishment Requirement	Approve	
Article VI. Sec. 38-52.3(d)(3)	Waiver of the Screening Requirement between a Nonresidential Use and Park and Open Space	Approve	

~~(1) Appeal to the planning commission/city council of a minor subdivision waiver decision.~~

~~a. An appeal of the minor subdivision waiver may be considered by the planning commission.~~

~~b. The city council shall consider all appeals of the planning commission's determination of the minor subdivision waiver (see section 38-59.10., Subdivision waiver appeal).~~

~~(b) Major subdivision waiver. A major subdivision waiver can only be approved by the planning commission with a five-sevenths vote of the membership present.~~

~~(1) Appeal to the city council of a major subdivision waiver decision. An appeal of the major subdivision waiver may be considered by the city council (see section 38-59.10., Subdivision waiver appeal).~~

~~Sec. 38-59.4. Subdivision waiver applicability.~~

~~(a) Waiver of standard or requirement.~~

~~(1) An applicant may request a subdivision waiver to a specific standard or requirement applicable to a preliminary plat, to construction plans, or to a final plat or a replat.~~

~~(2) A subdivision waiver petition shall be specific in nature, and shall only involve relief consideration for one (1) specific standard or requirement.~~

~~(3) An applicant may, if desired, submit more than one (1) subdivision waiver petition if there are several standards or requirements at issue.~~

~~(b) Waiver petition acceptance.~~

~~(1) A petition for a subdivision waiver shall not be accepted in lieu of:~~

~~a. A subdivision proportionality appeal (section 38-60); or~~

~~b. A vested rights petition (section 38-61).~~

~~(2) If there is a question as to whether a subdivision proportionality appeal or vested rights petition is required instead of a petition for a subdivision waiver, such determination shall be made by the director of community development.~~

~~Sec. 38-59.5. Submission procedures.~~

~~(a) Written waiver request with application.~~

~~(1) A request for a subdivision waiver shall be submitted in writing by the applicant with the filing of a preliminary plat, construction plans, final plat or replat, as applicable.~~

~~(2) No subdivision waiver may be considered or granted unless the applicant has made such written request.~~

~~(b) Grounds for waiver.~~

~~(1) The applicant's request shall state the grounds for the subdivision waiver request and all of the facts relied upon by the applicant.~~

~~(2) Failure to do so will result in denial of the application unless the applicant submits a waiver of right to sixty day action in accordance with section 38-37.4., Waiver of right to sixty day action.~~

~~Sec. 38-59.6. Criteria.~~

~~(a) Consideration factors. The decision-maker (see section 38-59.3., Decision-maker) shall take into account the following factors:~~

~~(1) The nature of the proposed land use involved and existing uses of the land in the vicinity;~~

~~(2) The number of persons who will reside or work in the proposed development; and~~

~~(3) The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.~~

~~(b) Findings. No subdivision waiver shall be granted unless the decision-maker (see section 38-59.3., Decision-maker) finds:~~

~~(1) That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the applicant of the reasonable use of his or her land; and~~

~~(2) That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and~~

~~(3) That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.~~

~~(c) Intent of ordinance. A subdivision waiver may be granted only when in harmony with the general purpose and intent of this Subdivision Ordinance so that the public health, safety and welfare may be secured and substantial justice done.~~

~~(d) Minimum degree of variation. No subdivision waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the applicant.~~

~~(e) Violations and conflicts. The decision maker (see section 38-59.3., Decision maker) shall not authorize a subdivision waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan, or comprehensive plan of the city.~~

~~(f) Falsification of information.~~

~~(1) Any falsification of information by the applicant shall be cause for the subdivision waiver request to be denied.~~

~~(2) If the subdivision waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the subdivision waiver, and shall be grounds for reconsideration of the subdivision waiver request.~~

~~Sec. 38-59.7. Burden of proof.~~

~~(a) The applicant bears the burden of proof to demonstrate that the requirement for which a subdivision waiver is requested, if uniformly applied, imposes a disproportionate burden on the applicant.~~

~~(b) The applicant shall submit proof of the original requirement with the original submittal.~~

~~Sec. 38-59.8. Decision.~~

~~The decision maker (see section 38-59.3., Decision maker) shall consider the subdivision waiver petition and, based upon the criteria set forth in section 38-59.6., Criteria, shall take one (1) of the following actions:~~

~~(a) Deny. Deny the petition and impose the standard or requirement as it is stated in this Subdivision Ordinance; or~~

~~(b) Grant. Grant the petition and waive in whole or in part the standard or requirement as it is stated in this Subdivision Ordinance.~~

~~Sec. 38-59.9. Notification of decision on petition—Fourteen (14) days.~~

~~The applicant shall be notified of the decision on the subdivision waiver by the applicable decision maker (e.g., the director of community development, city engineer, planning commission or city council, as applicable—see section 38-59.3., Decision maker for details); within fourteen (14) calendar days following the decision.~~

~~Sec. 38-59.10. Subdivision waiver appeal.~~

~~(a) Initiation of an appeal.~~

~~(1) The applicant or four (4) voting members of the commission may appeal a minor subdivision waiver decision from the director of community development or city engineer.~~

~~(2) The written request to appeal shall be submitted to the director of community development within fourteen (14) calendar days following the denial decision.~~

~~(b) Appeal to planning commission.~~

~~(1) The planning commission shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the director of community development.~~

~~(2) At this meeting, new information may be presented and considered, if available, that might alter the previous decision to deny the waiver.~~

~~(3) The planning commission may affirm, modify or reverse the previous minor subdivision waiver decision by a five-sevenths vote of the membership present.~~

~~(c) Appeal to city council.~~

~~(1) The applicant, the director of community development, or four (4) voting members of city council, may appeal the planning commission's decision on either a minor subdivision waiver or major subdivision waiver by submitting a written notice of appeal to the director of community development within fourteen (14) calendar days following the planning commission's decision.~~

~~(2) The city council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the director of community development.~~

~~(3) The city council may affirm, modify or reverse the planning commission's decision by a five-sevenths vote of the membership present.~~

~~(4) The decision of the city council is final.~~

~~Sec. 38-59.11. Effect of approval.~~

~~(a) Submission and processing. Following the granting of a subdivision waiver, the applicant may submit or continue the processing of a plat or construction plans, as applicable.~~

~~(b) Expirations. The subdivision waiver granted shall remain in effect for the period the plat or construction plans are in effect, and shall expire upon expiration of either or both of those applications.~~

~~(c) Extensions. Extension of those applications shall also result in extension of the subdivision waiver.~~

SECTION 7. The Midwest City Municipal Code, Chapter 38, Article VII; Section 38-61.- Vested rights petition.; Section 38-61.12. Dormant projects., is hereby amended to read as follows:

Sec. 38-61.12. Dormant projects.

(a) Definitions. For purposes of this section 38-61.12., Dormant projects, only:

(1) Initial permit. Initial permit means any of the following types of approvals granted under this Subdivision Ordinance or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Subdivision Ordinance:

a. Preliminary plat;

b. Construction plans;

c. Construction release; or

~~d. Major subdivision waiver/minor subdivision waiver to any requirement in this Subdivision Ordinance (per section 38-59, Petition for subdivision waivers); or~~

ed. Any other application that was approved subject to a schematic drawing illustrating the location, arrangement, orientation, or design of development, lots, or improvements on a site intended for development.

- (2) *Final permit.* Final permit means a final plat approved under this Subdivision Ordinance, or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Subdivision Ordinance.
- (b) *Expiration of initial permits.* Any application for an initial permit that was approved or filed before, but that was not subject to an expiration date, shall expire on the effective date of this Subdivision Ordinance, if the approval or filing occurred two (2) years or more prior to the adoption date of this Subdivision Ordinance.
- (c) *Reinstatement of initial permits.*
- (1) The property owner of the land subject to an initial permit that expires under subsection (b) above, may petition the city council to reinstate such permit by filing a written petition within one hundred eighty (180) calendar days following the effective date of this Subdivision Ordinance.
- (2) The petition shall clearly state the grounds for reinstatement and shall be accompanied by documentation of one (1) of the following:
- a. As of two (2) years prior to the effective date of this Subdivision Ordinance, one (1) of the following events had occurred:
1. A final permit to continue toward completion of the project was submitted to the city for all or part of the land subject to the approved initial permit and was approved by the city, or was filed and was subsequently approved by the city;
 2. An application for a final permit to continue toward completion of the project was submitted to the city for all or part of the land subject to the expired initial permit, but such application was rejected on grounds of incompleteness;
 3. Costs for development of the land subject to the initial permit, including costs associated with roadway, utility and other infrastructure facilities designed to serve the land in whole or in part, but exclusive of land acquisition costs, were incurred in the aggregate amount of five (5) percent of the most recent appraised market value of the land;
 4. Fiscal security was posted with the city to guarantee performance of obligations required under this Subdivision Ordinance, including the construction of required improvements associated with the proposed development, for all or a part of the land subject to the approved initial permit; or
 5. Utility connection fees for all or part of the land subject to the approved initial permit were paid to the city.
- b. As of two (2) years prior to the adoption date of this Subdivision Ordinance, but before the expiration date specified in subsection (b) Expiration of initial permits, one (1) of the following events had occurred:

1. A final permit was approved for all or part of the land subject to the approved application, and remained in effect for such land on such expiration date; or
 2. A complete application for approval of a final permit for all or part of the land subject to the approved initial permit was pending for decision on such expiration date.
- (d) *City council action on reinstatement.* The city council may take one (1) of the following actions:
- (1) Reinstatement the expired initial permit without an expiration date, if it finds that the applicant has met any one (1) of the criteria listed in subsection (c)(2)a above;
 - (2) Reinstatement the initial permit for all or part of the land subject thereto, if it finds that the applicant has met any one (1) of the criteria listed in subsection (c)(2)b above, subject to such expiration dates or other conditions that ensure that the remaining land that is not subject to an approved or pending final permit application will be developed in a timely fashion.
 - a. In granting relief under this provision, the city council may require that development of such remaining land is subject to standards enacted after approval of the initial permit.
 - (3) Deny the reinstatement petition, if it finds that the applicant has failed to meet any of the criteria in subsection (c) above; or
 - (4) Reinstatement the permit for only that part of the land subject to a pending final permit application, if it finds that the applicant has met the criteria in subsection (c)(2)b.2 above, and the pending application subsequently was approved, and deny the reinstatement petition for the remaining land subject to the expired initial permit.

SECTION 8. The Midwest City Municipal Code, Chapter 38, Article VIII; Section 38-65.- Definitions.; Sections 38-65.100, 38-65.106 , 38-65.193, and 38-65.194 are hereby repealed:

~~Sec. 38-65.100. Major subdivision waiver.~~

~~See Waiver, major subdivision.~~

~~Sec. 38-65.106. Minor subdivision waiver.~~

~~See Waiver, minor subdivision.~~

~~Sec. 38-65.193. Waiver, major subdivision.~~

~~A significant change to both the standards and intent of this Subdivision Ordinance, which involves commission approval. A major subdivision waiver includes any type of waiver that is not specifically listed in Table 7: Minor Subdivision Waivers.~~

~~Sec. 38-65-194. Waiver, minor subdivision.~~

~~A minor change to the standards, but not the intent, of this Subdivision Ordinance, which involves director of community development approval unless otherwise noted (see Table 7: Minor Subdivision Waivers).~~

SECTION 9. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2020.

HEATHER POOLE, City Attorney

Option 2 – Summary of Amendments

- Option 2 proposes to allow exemptions to half street and sidewalk improvements for small replats (4 lots or less) when there are no sidewalks or improved half streets to connect to.
- For preliminary or final plats (lots that have not been previously platted) or replats creating 5 or more new lots, applicants may request to the Council to pay a fee in lieu of required street improvements
- This option also deletes the waiver option but still allows the opportunity for a proportionality appeal by the applicant
- No changes to the sidewalk section of the code as there is already a fee in lieu option in the existing code for sidewalks. This has not been used or required since the adoption of the 2012 Subdivision Regulations

AN ORDINANCE AMENDING CHAPTER 38, SUBDIVISION REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 38-21 REPLAT; SECTION 38-37 INITIATION AND COMPLETE APPLICATION; SECTION 38-45 STREET REQUIREMENTS SECTION; SECTION 38-47 SIDEWALKS; SECTION 38-54 RETAINING WALL CONSTRUCTION AND EASEMENTS SECTION; ARTICLE VII RELIEF FROM SUBDIVISION STANDARDS; SECTION 38-61 VESTED RIGHTS PETITION; SECTION 38-65 DEFINITIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 38, Article III; Section 38-21, Replat; Sec. 38-21.3. Construction management., is hereby amended to read as follows:

Sec. 38-21.3. Construction management.

(a) Requires construction. If the subdivision as replatted requires construction of additional improvements, the provisions of article IV, Construction Plans and Procedures shall apply.

(b) Does not require construction. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no construction plans shall be required.

(c) Exemptions. A replat of an existing platted lot into four (4) or less lots where half street and sidewalk improvements are not present immediately adjacent to the lot to be replatted are not required to install half street and sidewalk improvements.

SECTION 2. The Midwest City Municipal Code, Chapter 38, Article V; Section 38-37, Initiation and complete application; Section 38-37.4. Waiver of right to sixty-day action, is hereby amended to read as follows:

Section 38-37.4 Waiver of right to sixty-day action.

- (a) *Applicability.* The waiver of right to sixty-day action applies only to the decision time for plats.
- (b) *Responsible official.* The director of community development shall be the responsible official for a waiver of right to sixty-day action.
- (c) *Request.* An applicant may submit in writing a waiver of right to sixty-day action to the decision time for plats.
- (d) *Date received.*
 - (1) If the applicant is requesting a waiver of right to sixty-day action, it must be received by the director of community development on or before the seventh calendar day prior to the meeting at which action would have to be taken (based on the sixty-day requirement) on the plat application.
 - (2) Waiver requests that are not received by that day shall not be considered properly submitted and action shall be taken on the plat application at such meeting as scheduled
- (e) *Requirements/standards maintained.*
 - (1) Submission of a waiver of right to sixty-day action, and acceptance of such by the city as part of a plat application, shall not be deemed in any way a waiver to any requirement within this Subdivision Ordinance.
 - ~~(2) A waiver (major subdivision waiver or minor subdivision waiver) from requirements herein is a separate process (see article VII Relief from Subdivision Standards).~~

SECTION 3. The Midwest City Municipal Code, Chapter 38, Article VI; Section 38-45, Street requirements; Section 38-45.2. Streets basic policy., is hereby amended to read as follows:

Sec. 38-45.2. Streets basic policy.

- (a) Standard requirements. All streets, driveway approaches, curbs, gutters, pavements and appurtenances necessary to provide access to properties shall be provided by the developer, shall be designed, constructed and maintained in accordance with standards in the Engineering Standards Manual and construction details, and planned unit development (PUD) ordinance (if applicable to the subject property), and shall be subject to approval by the city engineer.
- (b) Street improvements. In platting a new development, the property owner shall provide additional right-of-way needed for existing or future streets as required and shown by the comprehensive plan, trails master plan, and/or Engineering Standards Manual and construction details.

(c) Improvement of existing substandard streets.

(1) When a proposed residential or nonresidential development abuts one (1) or both sides of an existing substandard street, the developer shall be required to:

- a. Improve the substandard street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to bring them to city standards
- b. Replace the substandard street, if any, and its appurtenances with a standard city street, at no cost to the city other than as may be provided in the city's cost-sharing policies that are in effect at the time of final plat approval.

(2) Developer options.

a. If the requirements for improving an existing substandard street imposed by this article VI, subsection 38-45.2(c), would result in unnecessary hardship or would be disproportional to the impacts generated by the development on the city's street system and the waiver requirements in the city Code are met, then the developer may request a major subdivision waiver (section 38-59, Petition for subdivision waivers) or may file a proportionality appeal (section 38-60, Subdivision proportionality appeal).

b. In lieu of constructing street improvements, the developer may, if approved by the City Council during review of the preliminary plat, pay to the City the amount necessary to construct all required street improvements within the subdivision. The amount shall be determined by the City Engineer based upon quantity of materials and work required including incidentals such as mobilization, staking, and drainage improvements using current average prices. The quantities will be based on the latest ODOT specification book and current average price will be determined by the lowest of either the latest ODOT average unit price published on their website or a current on-call paving contract with the City. The fee shall be paid to the Community Development Department prior to the Replat/Final Plat application. The developer shall be required to construct adequate acceleration and deceleration lanes as determined by the City Engineer.

(d) *New perimeter streets.*

- (1) *Construction of a new perimeter street.* If a proposed residential or nonresidential development is developed abutting an existing or planned arterial street or collector street (as shown on the comprehensive plan), then the developer shall construct a portion of the abutting street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to the city's design standards for that type of street (per the Engineering Standards Manual and construction details).
- (2) *Waiver of the construction of a new perimeter street requirement.* ~~The director of community development~~City Council may ~~grant a minor subdivision waiver, in accordance with section 38-59, Petition for subdivision waivers~~allow relief, if circumstances exist on the subject property or on adjacent property that make it difficult or impractical to comply with this requirement.

(e) *New internal streets.*

- (1) All new streets and their appurtenances internal to a proposed residential or nonresidential development shall, at a minimum, be built to a width and design that will adequately serve that development, and shall conform to the Engineering Standards Manual and construction details.
- (2) If oversizing of an internal street is deemed necessary by the city engineer for traffic safety or efficiency (such as adjacent to a school or park site), then the city and/or the applicable school district may participate in such oversizing costs as part of a development agreement.

SECTION 4. The Midwest City Municipal Code, Chapter 38, Article VI; Section 38-47. Sidewalks; Section 38-47.2. Sidewalks and trail land dedications required for all development., is hereby amended to read as follows:

Sec. 38-47.2. Sidewalks and trail land dedications required for all development.

(a) Requirement.

- (1) Sidewalks shall be constructed on both sides of all streets ~~except as approved by a major subdivision waiver by the planning commission.~~
 - (2) Within all residential developments, sidewalks shall be at least four (4) feet in width.
 - (3) All subdivisions, site developments, or sections thereof shall have installed in them sidewalks and trails to serve each lot or parcel therein.
 - (4) Land for the trails system shall be dedicated in accordance with areas shown on the trails master plan.
- (b) Responsibility. The developer shall install sidewalks within the development along street rights-of-way and along the existing streets fronting the development.
- (c) Construction materials. Sidewalks shall have a hard, improved surface constructed of materials and to standards established by the city depending on type of street construction, anticipated permanence of sidewalk, and land uses being served.
- (d) Location. Sidewalks and trails shall be located in the right-of-way of the street or as close to the right-of-way line as possible, and shall extend across the entire dimension of each lot or parcel side adjacent to a public street.
- (e) Timing of completion. All required sidewalks and trail dedications shall be completed prior to occupancy and before any public utility connection occurs.

(f) Agreement with trails master plan. Trails shall be located and configured according to the trails master plan and include separate shared-use paths, bike lanes and signed and marked shared bike routes.

(g) Sidewalk fee in lieu of construction.

(1) It is the desire of the city to have required sidewalks built at the time of and congruent with development. However, there may be circumstances regarding safety, economic waste and geographical features that preclude such construction.

(2) The director of community development has the authority to approve construction exemptions and collect a fee in lieu of one hundred fifteen (115) percent of the estimated total construction cost (i.e., labor included).

(3) In no instance will a private or public entity not build or pay a fee in lieu of sidewalk or trail construction.

SECTION 5. The Midwest City Municipal Code, Chapter 38, Article VI: Section 38-54, Retaining wall construction and easements; Section 38-54.3. Construction., is hereby amended to read as follows:

Section 38-54.3. Construction

(a) *Retaining wall location.*

- (1) Retaining walls shall be located and constructed on private property and shall not be within any existing or planned right-of-way.
- (2) A retaining wall shall be located entirely on one (1) lot and shall not straddle property lines, as shown in Figure 49: Retaining Wall Diagram. A retaining wall may stretch across several private properties as long as each portion of the wall is clearly indicated as being a part of the associated private property.

(b) *Retaining wall height standards.*

- (1) Any earth terracing method or wall that supports a structure or vehicle load shall meet the requirements of this section.
- (2) A retaining wall shall meet city design standards. Any proposed alternative design shall be submitted to the city engineer for approval prior to its construction.
- (3) All retaining walls shall be constructed from masonry or concrete materials.
- (4) In lieu of constructing a required retaining wall, an alternative plan to a retaining wall installation may be submitted to the city engineer for approval. The plan must meet all of the drainage requirements for a property as noted on the preliminary plat drainage plan.

(c) *Timing of retaining wall construction.*

- (1) All retaining walls shown on the grading plan/preliminary plat (see subsection (d) below) that cross multiple properties shall be installed prior to approval of the final plat.

~~(2) Alternative timings to installing retaining walls prior to final plat may be approved by a major subdivision waiver (see section 38-59 for major subdivision waivers).~~

(d) *Grading plan requirement.*

(1) A retaining wall shall be constructed in accordance with the grading plan approved with the preliminary plat and shall comply with the requirements of the applicable building code and this subdivision ordinance.

(2) Any change from the approved grading plan or design for a retaining wall within a subdivision shall not be permitted unless the applicant has submitted plans for the entire subdivision showing the proposed changes in grading and the city engineer has approved the proposed change(s).

(e) *Drainage/stormwater runoff requirement.*

(1) A retaining wall shall be designed and constructed to prevent drainage/stormwater runoff from spilling over the top of the retaining wall and onto adjacent properties.

(2) The city engineer shall require all retaining walls within a side yard to be designed and constructed up to a height two (2) inches below the finish floor elevation, which shall be shown on the plat (see Figure 49: Retaining Wall Diagram).

SECTION 6. The Midwest City Municipal Code, Chapter 38 Article VII; Section 38-59 Petition for subdivision waivers is hereby amended as follows repealed and placed into reserve:

Article VII - RELIEF FROM SUBDIVISION STANDARDS

~~Sec. 38-59. Petition for subdivision waivers.~~

~~Sec. 38-59.1. Purpose.~~

~~The purpose of a petition for a subdivision waiver to a specific standard or requirement of this Subdivision Ordinance, as such are applicable to plats or construction plans, is to determine whether or not such specific standard or requirement should be applied to an application.~~

~~Sec. 38-59.2. Definitions.~~

~~Subdivision waivers shall be classified as a minor subdivision waiver or a major subdivision waiver.~~

~~Sec. 38-59.3. Decision maker.~~

~~(a) Minor subdivision waiver. Minor subdivision waivers are acted upon by the director of community development or city engineer, as specified in Table 7: Minor Subdivision Waivers.~~

~~Table 7: Minor Subdivision Waivers~~

Article/Section	Standard	Director of Community Development	City Engineer
Article VI. Sec. 38-43.5(b)(3)	Waiver for Water Line Extension Requirement	Approve	Approve

Article/Section	Standard	Director of Community Development	City Engineer
Article VI. Sec. 38-43.6(a)(2)	Waiver for Wastewater System Extension Requirement	Approve	Approve
Article VI. Sec. 38-45.4(d)(3)b	Waiver of the Alignment with Median Opening Requirement	Approve	Approve
Article VI. Sec. 38-46.9(3)	Waiver of the Permit Required for a Screening Fence or Wall	Approve	
Article VI. Sec. 38-48.5(a)(2)	Waiver of the Side Lot Line Requirement	Approve	
Article VI. Sec. 38-48.5(b)(2)	Waiver of the Lot Line Jurisdictional Requirement	Approve	
Article VI. Sec. 38-48.14(b)	Waiver of the Subdivision Name Requirement	Approve	
Article VI. Sec. 38-50.2(b)	Waiver to the HOA Establishment Requirement	Approve	
Article VI. Sec. 38-52.3(d)(3)	Waiver of the Screening Requirement between a Nonresidential Use and Park and Open Space	Approve	

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(1) Appeal to the planning commission/city council of a minor subdivision waiver decision:

a. An appeal of the minor subdivision waiver may be considered by the planning commission.

b. The city council shall consider all appeals of the planning commission's determination of the minor subdivision waiver (see section 38-59.10., Subdivision waiver appeal).

(b) Major subdivision waiver. A major subdivision waiver can only be approved by the planning commission with a five-sevenths vote of the membership present.

(1) Appeal to the city council of a major subdivision waiver decision. An appeal of the major subdivision waiver may be considered by the city council (see section 38-59.10., Subdivision waiver appeal).

Sec. 38-59.4. Subdivision waiver applicability.

(a) Waiver of standard or requirement.

(1) An applicant may request a subdivision waiver to a specific standard or requirement applicable to a preliminary plat, to construction plans, or to a final plat or a replat.

(2) A subdivision waiver petition shall be specific in nature, and shall only involve relief consideration for one (1) specific standard or requirement.

(3) An applicant may, if desired, submit more than one (1) subdivision waiver petition if there are several standards or requirements at issue.

(b) Waiver petition acceptance.

(1) A petition for a subdivision waiver shall not be accepted in lieu of:

a. A subdivision proportionality appeal (section 38-60); or

b. A vested rights petition (section 38-61).

(2) If there is a question as to whether a subdivision proportionality appeal or vested rights petition is required instead of a petition for a subdivision waiver, such determination shall be made by the director of community development.

~~Sec. 38-59.5. Submission procedures.~~

~~(a) Written waiver request with application.~~

~~(1) A request for a subdivision waiver shall be submitted in writing by the applicant with the filing of a preliminary plat, construction plans, final plat or replat, as applicable.~~

~~(2) No subdivision waiver may be considered or granted unless the applicant has made such written request.~~

~~(b) Grounds for waiver.~~

~~(1) The applicant's request shall state the grounds for the subdivision waiver request and all of the facts relied upon by the applicant.~~

~~(2) Failure to do so will result in denial of the application unless the applicant submits a waiver of right to sixty day action in accordance with section 38-37.4., Waiver of right to sixty day action.~~

~~Sec. 38-59.6. Criteria.~~

~~(a) Consideration factors. The decision-maker (see section 38-59.3., Decision-maker) shall take into account the following factors:~~

~~(1) The nature of the proposed land use involved and existing uses of the land in the vicinity;~~

~~(2) The number of persons who will reside or work in the proposed development; and~~

~~(3) The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.~~

~~(b) Findings. No subdivision waiver shall be granted unless the decision-maker (see section 38-59.3., Decision-maker) finds:~~

~~(1) That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the applicant of the reasonable use of his or her land; and~~

~~(2) That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and~~

~~(3) That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.~~

~~(c) Intent of ordinance. A subdivision waiver may be granted only when in harmony with the general purpose and intent of this Subdivision Ordinance so that the public health, safety and welfare may be secured and substantial justice done.~~

~~(d) Minimum degree of variation. No subdivision waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the applicant.~~

~~(e) Violations and conflicts. The decision-maker (see section 38-59.3., Decision-maker) shall not authorize a subdivision waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan, or comprehensive plan of the city.~~

~~(f) Falsification of information.~~

~~(1) Any falsification of information by the applicant shall be cause for the subdivision waiver request to be denied.~~

~~(2) If the subdivision waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the subdivision waiver, and shall be grounds for reconsideration of the subdivision waiver request.~~

~~Sec. 38-59.7. Burden of proof.~~

~~(a) The applicant bears the burden of proof to demonstrate that the requirement for which a subdivision waiver is requested, if uniformly applied, imposes a disproportionate burden on the applicant.~~

~~(b) The applicant shall submit proof of the original requirement with the original submittal.~~

~~Sec. 38-59.8. Decision.~~

~~The decision-maker (see section 38-59.3., Decision-maker) shall consider the subdivision waiver petition and, based upon the criteria set forth in section 38-59.6., Criteria, shall take one (1) of the following actions:~~

~~(a) Deny. Deny the petition and impose the standard or requirement as it is stated in this Subdivision Ordinance; or~~

~~(b) Grant. Grant the petition and waive in whole or in part the standard or requirement as it is stated in this Subdivision Ordinance.~~

~~Sec. 38-59.9. Notification of decision on petition—Fourteen (14) days.~~

~~The applicant shall be notified of the decision on the subdivision waiver by the applicable decision-maker (e.g., the director of community development, city engineer, planning commission or city council, as applicable—see section 38-59.3., Decision-maker for details), within fourteen (14) calendar days following the decision.~~

~~Sec. 38-59.10. Subdivision waiver appeal.~~

~~(a) Initiation of an appeal.~~

~~(1) The applicant or four (4) voting members of the commission may appeal a minor subdivision waiver decision from the director of community development or city engineer.~~

~~(2) The written request to appeal shall be submitted to the director of community development within fourteen (14) calendar days following the denial decision.~~

~~(b) Appeal to planning commission.~~

~~(1) The planning commission shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the director of community development.~~

~~(2) At this meeting, new information may be presented and considered, if available, that might alter the previous decision to deny the waiver.~~

~~(3) The planning commission may affirm, modify or reverse the previous minor subdivision waiver decision by a five-sevenths vote of the membership present.~~

~~(c) Appeal to city council.~~

~~(1) The applicant, the director of community development, or four (4) voting members of city council, may appeal the planning commission's decision on either a minor subdivision waiver or major subdivision waiver by submitting a written notice of appeal to the director of community development within fourteen (14) calendar days following the planning commission's decision.~~

~~(2) The city council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the director of community development.~~

~~(3) The city council may affirm, modify or reverse the planning commission's decision by a five-sevenths vote of the membership present.~~

~~(4) The decision of the city council is final.~~

~~Sec. 38-59.11. Effect of approval.~~

~~(a) Submission and processing. Following the granting of a subdivision waiver, the applicant may submit or continue the processing of a plat or construction plans, as applicable.~~

~~(b) Expirations. The subdivision waiver granted shall remain in effect for the period the plat or construction plans are in effect, and shall expire upon expiration of either or both of those applications.~~

~~(c) Extensions. Extension of those applications shall also result in extension of the subdivision waiver.~~

SECTION 7. The Midwest City Municipal Code, Chapter 38, Article VII; Section 38-61.- Vested rights petition.; Section 38-61.12. Dormant projects., is hereby amended to read as follows:

Sec. 38-61.12. Dormant projects.

(a) Definitions. For purposes of this section 38-61.12., Dormant projects, only:

(1) Initial permit. Initial permit means any of the following types of approvals granted under this Subdivision Ordinance or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Subdivision Ordinance:

- a. Preliminary plat;
- b. Construction plans;
- c. Construction release; or

~~d. Major subdivision waiver/minor subdivision waiver to any requirement in this Subdivision Ordinance (per section 38-59, Petition for subdivision waivers); or~~

ed. Any other application that was approved subject to a schematic drawing illustrating the location, arrangement, orientation, or design of development, lots, or improvements on a site intended for development.

(2) *Final permit.* Final permit means a final plat approved under this Subdivision Ordinance, or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Subdivision Ordinance.

(b) *Expiration of initial permits.* Any application for an initial permit that was approved or filed before, but that was not subject to an expiration date, shall expire on the effective date of this Subdivision Ordinance, if the approval or filing occurred two (2) years or more prior to the adoption date of this Subdivision Ordinance.

(c) *Reinstatement of initial permits.*

(1) The property owner of the land subject to an initial permit that expires under subsection (b) above, may petition the city council to reinstate such permit by filing a written petition within one hundred eighty (180) calendar days following the effective date of this Subdivision Ordinance.

(2) The petition shall clearly state the grounds for reinstatement and shall be accompanied by documentation of one (1) of the following:

- a. As of two (2) years prior to the effective date of this Subdivision Ordinance, one (1) of the following events had occurred:

1. A final permit to continue toward completion of the project was submitted to the city for all or part of the land subject to the approved initial permit and was approved by the city, or was filed and was subsequently approved by the city;
 2. An application for a final permit to continue toward completion of the project was submitted to the city for all or part of the land subject to the expired initial permit, but such application was rejected on grounds of incompleteness;
 3. Costs for development of the land subject to the initial permit, including costs associated with roadway, utility and other infrastructure facilities designed to serve the land in whole or in part, but exclusive of land acquisition costs, were incurred in the aggregate amount of five (5) percent of the most recent appraised market value of the land;
 4. Fiscal security was posted with the city to guarantee performance of obligations required under this Subdivision Ordinance, including the construction of required improvements associated with the proposed development, for all or a part of the land subject to the approved initial permit; or
 5. Utility connection fees for all or part of the land subject to the approved initial permit were paid to the city.
- b. As of two (2) years prior to the adoption date of this Subdivision Ordinance, but before the expiration date specified in subsection (b) Expiration of initial permits, one (1) of the following events had occurred:
1. A final permit was approved for all or part of the land subject to the approved application, and remained in effect for such land on such expiration date; or
 2. A complete application for approval of a final permit for all or part of the land subject to the approved initial permit was pending for decision on such expiration date.
- (d) *City council action on reinstatement.* The city council may take one (1) of the following actions:
- (1) Reinstatement of the expired initial permit without an expiration date, if it finds that the applicant has met any one (1) of the criteria listed in subsection (c)(2)a above;
 - (2) Reinstatement of the initial permit for all or part of the land subject thereto, if it finds that the applicant has met any one (1) of the criteria listed in subsection (c)(2)b above, subject to such expiration dates or other conditions that ensure that the remaining land that is not subject to an approved or pending final permit application will be developed in a timely fashion.
- a. In granting relief under this provision, the city council may require that development of such remaining land is subject to standards enacted after approval of the initial permit.

- (3) Deny the reinstatement petition, if it finds that the applicant has failed to meet any of the criteria in subsection (c) above; or
- (4) Reinstatement the permit for only that part of the land subject to a pending final permit application, if it finds that the applicant has met the criteria in subsection (c)(2)b.2 above, and the pending application subsequently was approved, and deny the reinstatement petition for the remaining land subject to the expired initial permit.

SECTION 8. The Midwest City Municipal Code, Chapter 38; Article VIII; Section 38-65 Definitions.; Sections 38-65.100, 38-65.106, 38-65.193, and 38-65.194 are hereby repealed:

~~Sec. 38-65.100. Major subdivision waiver.~~

~~See Waiver, major subdivision.~~

~~Sec. 38-65.106. Minor subdivision waiver.~~

~~See Waiver, minor subdivision.~~

~~Sec. 38-65.193. Waiver, major subdivision.~~

~~A significant change to both the standards and intent of this Subdivision Ordinance, which involves commission approval. A major subdivision waiver includes any type of waiver that is not specifically listed in Table 7: Minor Subdivision Waivers.~~

~~Sec. 38-65.194. Waiver, minor subdivision.~~

~~A minor change to the standards, but not the intent, of this Subdivision Ordinance, which involves director of community development approval unless otherwise noted (see Table 7: Minor Subdivision Waivers).~~

SECTION 9. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

Option 3 – Summary of Amendments

- This option makes no changes to the current regulations regarding replats.
- Section 38-59 Petition for subdivision waivers remains in this option, however, minor subdivision waivers are deleted, meaning that all waivers would fall under the major subdivision waiver category.
- Adds a requirement that all waivers must be approved by the Council, with a recommendation from the Planning Commission before an application for any plat may be filed.
- Adds the option for applicants to pay a fee in lieu of required street improvements
- No changes to the sidewalk section of the code as there is already a fee in lieu option in the existing code for sidewalks. This has not been used or required since the adoption of the 2012 Subdivision Regulations

AN ORDINANCE AMENDING CHAPTER 38, SUBDIVISION REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 38-45 STREET REQUIREMENTS SECTION; ARTICLE VII RELIEF FROM SUBDIVISION STANDARDS; SECTION 38-61 VESTED RIGHTS PETITION; SECTION 38-65 DEFINITIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 38, Article VI; Section 38-45, Street requirements; Section 38-45.2. Streets basic policy., is hereby amended to read as follows:

Sec. 38-45.2. Streets basic policy.

(a) Standard requirements. All streets, driveway approaches, curbs, gutters, pavements and appurtenances necessary to provide access to properties shall be provided by the developer, shall be designed, constructed and maintained in accordance with standards in the Engineering Standards Manual and construction details, and planned unit development (PUD) ordinance (if applicable to the subject property), and shall be subject to approval by the city engineer.

(b) Street improvements. In platting a new development, the property owner shall provide additional right-of-way needed for existing or future streets as required and shown by the comprehensive plan, trails master plan, and/or Engineering Standards Manual and construction details.

(c) Improvement of existing substandard streets.

(1) When a proposed residential or nonresidential development abuts one (1) or both sides of an existing substandard street, the developer shall be required to:

- a. Improve the substandard street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to bring them to city standards
- b. Replace the substandard street, if any, and its appurtenances with a standard city street, at no cost to the city other than as may be provided in the city's cost-sharing policies that are in effect at the time of final plat approval.

(2) Developer options.

a. If the requirements for improving an existing substandard street imposed by this article VI, subsection 38-45.2(c), would result in unnecessary hardship or would be disproportional to the impacts generated by the development on the city's street system and the waiver requirements in the city Code are met, then the developer may request a major subdivision waiver (section 38-59, Petition for subdivision waivers) or may file a proportionality appeal (section 38-60, Subdivision proportionality appeal).

b. In lieu of constructing street improvements, the developer may, if approved by the City Council during review of the preliminary plat, pay to the City the amount necessary to construct all required street improvements within the subdivision. The amount shall be determined by the City Engineer based upon quantity of materials and work required including incidentals such as mobilization, staking, and drainage improvements using current average prices. The quantities will be based on the latest ODOT specification book and current average price will be determined by the lowest of either the latest ODOT average unit price published on their website or a current on-call paving contract with the City. The fee shall be paid to the Community Development Department prior to the Replat/Final Plat application. The developer shall be required to construct adequate acceleration and deceleration lanes as determined by the City Engineer.

(d) *New perimeter streets.*

- (1) *Construction of a new perimeter street.* If a proposed residential or nonresidential development is developed abutting an existing or planned arterial street or collector street (as shown on the comprehensive plan), then the developer shall construct a portion of the abutting street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to the city's design standards for that type of street (per the Engineering Standards Manual and construction details).
- (2) *Waiver of the construction of a new perimeter street requirement.* ~~The director of community development~~City Council may grant a minor subdivision waiver, in accordance with ~~section 38-59, Petition for subdivision waivers~~allow relief, if circumstances exist on the subject property or on adjacent property that make it difficult or impractical to comply with this requirement.

(e) *New internal streets.*

- (1) All new streets and their appurtenances internal to a proposed residential or nonresidential development shall, at a minimum, be built to a width and design that will adequately serve that development, and shall conform to the Engineering Standards Manual and construction details.

- (2) If oversizing of an internal street is deemed necessary by the city engineer for traffic safety or efficiency (such as adjacent to a school or park site), then the city and/or the applicable school district may participate in such oversizing costs as part of a development agreement.

SECTION 2. The Midwest City Municipal Code, Chapter 38 Article VII; Section 38-59 Petition for subdivision waivers is hereby amended to read as follows:

Article VII – RELIEF FROM SUBDIVISION STANDARDS

Sec. 38-59. - Petition for subdivision waivers.

Sec. 38-59.1. Purpose.

The purpose of a petition for a subdivision waiver to a specific standard or requirement of this Subdivision Ordinance, as such are applicable to plats or construction plans, is to determine whether or not such specific standard or requirement should be applied to an application.

Sec. 38-59.2. Definitions.

Subdivision waivers shall be classified as a minor subdivision waiver or a major subdivision waiver.

Sec. 38-59.3. Decision-maker.

~~(a) Minor subdivision waiver. Minor subdivision waivers are acted upon by the director of community development or city engineer, as specified in Table 7: Minor Subdivision Waivers.~~

Table 7: Minor Subdivision Waivers

<u>Article/Section</u>	<u>Standard</u>	<u>Director of Community Development</u>	<u>City Engineer</u>
<u>Article VI. Sec. 38-43.5(b)(3)</u>	<u>Waiver for Water Line Extension Requirement</u>	<u>Approve</u>	<u>Approve</u>
<u>Article VI. Sec. 38-43.6(a)(2)</u>	<u>Waiver for Wastewater System Extension Requirement</u>	<u>Approve</u>	<u>Approve</u>
<u>Article VI. Sec. 38-45.4(d)(3)b</u>	<u>Waiver of the Alignment with Median Opening Requirement</u>	<u>Approve</u>	<u>Approve</u>
<u>Article VI. Sec. 38-46.9(3)</u>	<u>Waiver of the Permit Required for a Screening Fence or Wall</u>	<u>Approve</u>	
<u>Article VI. Sec. 38-48.5(a)(2)</u>	<u>Waiver of the Side Lot Line Requirement</u>	<u>Approve</u>	
<u>Article VI. Sec. 38-48.5(b)(2)</u>	<u>Waiver of the Lot Line Jurisdictional Requirement</u>	<u>Approve</u>	

<u>Article/Section</u>	<u>Standard</u>	<u>Director of Community Development</u>	<u>City Engineer</u>
<u>Article VI. Sec. 38-48.14(b)</u>	<u>Waiver of the Subdivision Name Requirement</u>	<u>Approve</u>	
<u>Article VI. Sec. 38-50.2(b)</u>	<u>Waiver to the HOA Establishment Requirement</u>	<u>Approve</u>	
<u>Article VI. Sec. 38-52.3(d)(3)</u>	<u>Waiver of the Screening Requirement between a Nonresidential Use and Park and Open Space</u>	<u>Approve</u>	

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(1) Appeal to the planning commission/city council of a minor subdivision waiver decision:

a. An appeal of the minor subdivision waiver may be considered by the planning commission.

b. The city council shall consider all appeals of the planning commission's determination of the minor subdivision waiver (see section 38-59.10., Subdivision waiver appeal).

(b) Major subdivision waiver. A major subdivision waiver can only be approved by the planning commission with a five-sevenths vote of the membership present.

(1) Appeal to the city council of a major subdivision waiver decision. An appeal of the major subdivision waiver may be considered by the city council (see section 38-59.10., Subdivision waiver appeal).

(a) The City Council may vary or modify, except as otherwise indicated, such requirements of design, but not of procedure or public improvements, so that the subdivider may develop the subject property in a reasonable manner. At the same time, the public welfare and interests of the City must be protected and the general intent and spirit of these regulations are preserved by granting such variance. Such modification may be granted upon written request of the subdivider or the subdivider's engineer, stating the reason for each modification, and may be approved by vote of the regular membership of the City Council, with the recommendation of the Planning Commission, subject to the acceptance of the plat and the dedications thereon by the City Council; provided, however, that a variation based on unique condition(s) shall not be granted when the unique condition(s) was created or contributed to by the subdivider. When a waiver is requested, the plat application may not be filed until the City Council voted to approve or deny the waiver request.

(b) Major subdivision waiver. A major subdivision waiver can only be approved by the planning commission with a five-sevenths vote of the membership present.

(1) Appeal to the city council of a major subdivision waiver decision. An appeal of the major subdivision waiver may be considered by the city council (see section 38-59.10., Subdivision waiver appeal).

Sec. 38-59.4. Subdivision waiver applicability.

(a) Waiver of standard or requirement.

(1) An applicant may request a subdivision waiver to a specific standard or requirement applicable to a preliminary plat, to construction plans, or to a final plat or a replat.

(2) A subdivision waiver petition shall be specific in nature, and shall only involve relief consideration for no more than two ~~one~~ ⁽⁺²⁾ specific standards or requirements.

~~(3) An applicant may, if desired, submit more than one (1) subdivision waiver petition if there are several standards or requirements at issue.~~

(b) Waiver petition acceptance.

(1) A petition for a subdivision waiver shall not be accepted in lieu of:

a. A subdivision proportionality appeal (section 38-60); or

b. A vested rights petition (section 38-61).

(2) If there is a question as to whether a subdivision proportionality appeal or vested rights petition is required instead of a petition for a subdivision waiver, such determination shall be made by the director of community development.

Sec. 38-59.5. Submission procedures.

(a) Written waiver request with application.

(1) A request for a subdivision waiver shall be submitted in writing by the applicant ~~with the prior to~~ filing of a preliminary plat, construction plans, final plat or replat application, as applicable.

(2) No subdivision waiver may be considered or granted unless the applicant has made such written request.

(b) Grounds for waiver.

(1) The applicant's request shall state the grounds for the subdivision waiver request and all of the facts relied upon by the applicant.

(2) Failure to do so will result in denial of the application unless the applicant submits a waiver of right to sixty-day action in accordance with section 38-37.4., Waiver of right to sixty-day action.

Sec. 38-59.6. Criteria.

(a) Consideration factors. The ~~decision-maker (see section 38-59.3., Decision-maker)~~ City Council shall take into account the following factors:

(1) The nature of the proposed land use involved and existing uses of the land in the vicinity;

(2) The number of persons who will reside or work in the proposed development; and

(3) The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.

(b) Findings. No subdivision waiver shall be granted unless the ~~decision-maker (see section 38-59.3., Decision-maker)~~ City Council finds:

(1) That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the applicant of the reasonable use of his or her land; and

- (2) That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and
- (3) That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.
- (c) Intent of ordinance. A subdivision waiver may be granted only when in harmony with the general purpose and intent of this Subdivision Ordinance so that the public health, safety and welfare may be secured and substantial justice done.
- (d) Minimum degree of variation. No subdivision waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the applicant.
- (e) Violations and conflicts. The ~~decision-maker (see section 38-59.3., Decision-maker)~~ City Council shall not authorize a subdivision waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan, or comprehensive plan of the city.
- (f) Falsification of information.
 - (1) Any falsification of information by the applicant shall be cause for the subdivision waiver request to be denied.
 - (2) If the subdivision waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the subdivision waiver, and shall be grounds for reconsideration of the subdivision waiver request.

Sec. 38-59.7. Burden of proof.

- (a) The applicant bears the burden of proof to demonstrate that the requirement for which a subdivision waiver is requested, if uniformly applied, imposes a disproportionate burden on the applicant.
- (b) The applicant shall submit proof of the original requirement with the original submittal.

Sec. 38-59.8. Decision.

The ~~decision-maker (see section 38-59.3., Decision-maker)~~ City Council shall consider the subdivision waiver petition and, based upon the criteria set forth in section 38-59.6., Criteria, shall take one (1) of the following actions:

- (a) Deny. Deny the petition and impose the standard or requirement as it is stated in this Subdivision Ordinance; or
- (b) Grant. Grant the petition and waive in whole or in part the standard or requirement as it is stated in this Subdivision Ordinance.

Sec. 38-59.9. Notification of decision on petition—Fourteen (14) days.

The applicant shall be notified of the decision on the subdivision waiver by the applicable ~~decision-maker~~ City Council (e.g., ~~the director of community development, city engineer, planning commission or city council, as applicable—see section 38-59.3., Decision-maker for details~~), within fourteen (14) calendar days following the decision.

~~Sec. 38-59.10. Subdivision waiver appeal.~~

~~(a) Initiation of an appeal.~~

- ~~(1) The applicant or four (4) voting members of the commission may appeal a minor subdivision waiver decision from the director of community development or city engineer.~~
- ~~(2) The written request to appeal shall be submitted to the director of community development within fourteen (14) calendar days following the denial decision.~~

~~(b) Appeal to planning commission.~~

- ~~(1) The planning commission shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the director of community development.~~
- ~~(2) At this meeting, new information may be presented and considered, if available, that might alter the previous decision to deny the waiver.~~
- ~~(3) The planning commission may affirm, modify or reverse the previous minor subdivision waiver decision by a five-sevenths vote of the membership present.~~

~~(c) Appeal to city council.~~

- ~~(1) The applicant, the director of community development, or four (4) voting members of city council, may appeal the planning commission's decision on either a minor subdivision waiver or major subdivision waiver by submitting a written notice of appeal to the director of community development within fourteen (14) calendar days following the planning commission's decision.~~
- ~~(2) The city council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the director of community development.~~
- ~~(3) The city council may affirm, modify or reverse the planning commission's decision by a five-sevenths vote of the membership present.~~
- ~~(4) The decision of the city council is final.~~

~~Sec. 38-59.10H. Effect of approval.~~

- (a) Submission and processing. Following the granting of a subdivision waiver, the applicant may submit or continue the processing of a plat or construction plans, as applicable.
- (b) Expirations. If a waiver is granted, the applicant must submit the applicable plat application within six (6) months of the date of approval. The subdivision waiver granted shall remain in effect for the period the plat or construction plans are in effect, and shall expire upon expiration of either or both of those applications.

- (c) Extensions. Extensions must be approved by the City Council. Extension of those applications shall also result in extension of the subdivision waiver.

SECTION 3. The Midwest City Municipal Code, Chapter 38, Article VII; Section 38-61.- Vested rights petition.; Section 38-61.12. Dormant projects., is hereby amended to read as follows:

Sec. 38-61.12. Dormant projects.

- (a) Definitions. For purposes of this section 38-61.12., Dormant projects, only:
- (1) Initial permit. Initial permit means any of the following types of approvals granted under this Subdivision Ordinance or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Subdivision Ordinance:
- a. Preliminary plat;
 - b. Construction plans;
 - c. Construction release; or
 - d. ~~Major subdivision waiver/minor subdivision waiver to any requirement in this Subdivision Ordinance (per section 38-59, Petition for subdivision waivers); or~~
- ed. Any other application that was approved subject to a schematic drawing illustrating the location, arrangement, orientation, or design of development, lots, or improvements on a site intended for development.
- (2) *Final permit.* Final permit means a final plat approved under this Subdivision Ordinance, or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Subdivision Ordinance.
- (b) *Expiration of initial permits.* Any application for an initial permit that was approved or filed before, but that was not subject to an expiration date, shall expire on the effective date of this Subdivision Ordinance, if the approval or filing occurred two (2) years or more prior to the adoption date of this Subdivision Ordinance.
- (c) *Reinstatement of initial permits.*
- (1) The property owner of the land subject to an initial permit that expires under subsection (b) above, may petition the city council to reinstate such permit by filing a written petition within one hundred eighty (180) calendar days following the effective date of this Subdivision Ordinance.
 - (2) The petition shall clearly state the grounds for reinstatement and shall be accompanied by documentation of one (1) of the following:
 - a. As of two (2) years prior to the effective date of this Subdivision Ordinance, one (1) of the following events had occurred:
 - 1. A final permit to continue toward completion of the project was submitted to the city for all or part of the land subject to the approved initial permit

and was approved by the city, or was filed and was subsequently approved by the city;

2. An application for a final permit to continue toward completion of the project was submitted to the city for all or part of the land subject to the expired initial permit, but such application was rejected on grounds of incompleteness;
3. Costs for development of the land subject to the initial permit, including costs associated with roadway, utility and other infrastructure facilities designed to serve the land in whole or in part, but exclusive of land acquisition costs, were incurred in the aggregate amount of five (5) percent of the most recent appraised market value of the land;
4. Fiscal security was posted with the city to guarantee performance of obligations required under this Subdivision Ordinance, including the construction of required improvements associated with the proposed development, for all or a part of the land subject to the approved initial permit; or
5. Utility connection fees for all or part of the land subject to the approved initial permit were paid to the city.

b. As of two (2) years prior to the adoption date of this Subdivision Ordinance, but before the expiration date specified in subsection (b) Expiration of initial permits, one (1) of the following events had occurred:

1. A final permit was approved for all or part of the land subject to the approved application, and remained in effect for such land on such expiration date; or
2. A complete application for approval of a final permit for all or part of the land subject to the approved initial permit was pending for decision on such expiration date.

(d) *City council action on reinstatement.* The city council may take one (1) of the following actions:

- (1) Reinstatement the expired initial permit without an expiration date, if it finds that the applicant has met any one (1) of the criteria listed in subsection (c)(2)a above;
- (2) Reinstatement the initial permit for all or part of the land subject thereto, if it finds that the applicant has met any one (1) of the criteria listed in subsection (c)(2)b above, subject to such expiration dates or other conditions that ensure that the remaining land that is not subject to an approved or pending final permit application will be developed in a timely fashion.
 - a. In granting relief under this provision, the city council may require that development of such remaining land is subject to standards enacted after approval of the initial permit.
- (3) Deny the reinstatement petition, if it finds that the applicant has failed to meet any of the criteria in subsection (c) above; or

- (4) Reinstate the permit for only that part of the land subject to a pending final permit application, if it finds that the applicant has met the criteria in subsection (c)(2)b.2 above, and the pending application subsequently was approved, and deny the reinstatement petition for the remaining land subject to the expired initial permit.

SECTION 4. The Midwest City Municipal Code, Chapter 38, Article VIII; Section 38-65 Definitions.; Sections 38-65.106 and 38-65.194 are hereby repealed:

~~Sec. 38-65.106. Minor subdivision waiver.~~

~~See Waiver, minor subdivision.~~

~~Sec. 38-65.194. Waiver, minor subdivision.~~

~~A minor change to the standards, but not the intent, of this Subdivision Ordinance, which involves director of community development approval unless otherwise noted (see Table 7: Minor Subdivision Waivers).~~

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2020.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY, ARTICLE III, SEWERS AND SEWAGE; DIVISION 6, FATS, OILS AND GREASE CONTROL REQUIREMENTS FOR COMMERCIAL ESTABLISHMENTS; BY AMENDING SECTIONS 43-188 THROUGH SECTION 43-195; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 43, Article III, Division 6, Sections 43-188, 43-189, 43-190, 43-191, 43-192, 43-193, 43-194, and 43-195, are hereby amended to read as follows:

Sec. 43-188. - Definitions.

Unless otherwise stated in the context of this article, the following terms and abbreviations will have the ascribed meanings:

- (1) *Twenty-five (25) percent rule*: ~~means~~ When the floating grease and bottom sludge combine to displace at least one-quarter of the tanks total liquid depth, or the liquid depth of any single chamber of the interceptor.
- (2) *Approved haulers list*: ~~means~~ A list of all waste haulers approved by the city to operate within the Public Owned Treatment Works (POTW's) collection area or City limits.
- (3) *Bypass*: ~~means~~ Any overflow of any amount from a private the city's sanitary sewer or POTW collection system.
- (4) *Chronic violator*: ~~means~~ A person or facility with a pattern of neglect or disregard that results in the same or similar repeated violations during a floating twelve twenty four-month period.
- (5) *Decanting*: ~~means~~ The practice of returning wastewater from the waste hauler truck back into the grease interceptor, oil/water separator, grinder device, or grit trap, or any part of the sanitary sewer after it is vacuumed out removed.
- ~~(6) Director means the city's environmental services director.~~
- ~~(7) Domestic user: means~~ A user of the sanitary sewer system occupying a residential unit and discharging only normal domestic sewage. that an individual(s) occupies as a residential premises and is NOT categorized as a Facility.
- ~~(8) Facility: means~~ A commercial business that generates and discharges FOG (fats, oils, and greases), waste oil, grit, and/or other petroleum waste, or discharges wet wipes and/or paper towels, or any debris larger than 1/2" into the city's sewer system POTW. i.e.

restaurants, automobile service, hotels, apartment complex, nursing homes, assisted living centers, etc.

(98) *FOG*: ~~means~~ Fats, oils, and greases in any amount.

(109) *Generator*: ~~means~~ Any person(s) or facility who owns or operates a grease trap/grease interceptor, oil/water separator, or whose act or process produces a grease trap FOG waste, wipes or debris larger than 1/2", and or a business with an oil/water separator and/or grit trap or discharges wet wipes and/or paper towels into the city sewer system POTW.

(110) *Grease trap or interceptor*: ~~means~~ Any device, no matter the capacity, that is designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils and greases or designed to collect settleable solids, generated by and from food preparation activities, prior to the wastewater entering the sanitary sewer collection system POTW.

(121) *Grinder*: ~~means~~ Aa mechanical device used to shred solid substances to pieces less than one-half inch(es) in any dimension.

(132) *New facility*: ~~means~~ Aa newly constructed facility and/or the remodeling and/or expansion of an existing facility.

(143) *Nondomestic user*: ~~means~~ Any user other than domestic users.

(14) *Notice to Comply*: A document issued to the responsible party that either requests additional information needed to determine compliance with their permit and/or this code; or serves as a notice to correct a minor violation of their permit and/or this code.

(15) *Notice of violation*: ~~means~~ Aa document issued to permit holdersthe responsible party when they have violated their permit and/or this Code.

(16) *Oil/water separator*: ~~means the separator~~ Any device that separates the sand, oil and other types of grit from the wastewater before it enters the city's sanitary sewer collection system POTW.

(17) *Public Owned Treatment Works "POTW"*: ~~means the city's wastewater treatment facility.~~ A treatment works, as defined by section 212 of the Act (33U.S.C § 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to the treatment plant.

(18) *Public Works Director*: The Director of Public Works or designee.

(189) *Reclamation system*: ~~means a~~ A series of tanks or basins and filters that renders water reusable.

(20) *Responsible party*: A person(s) or corporation who controls, manages, and or directs a facility.

(1921) *Transporter*: ~~means a~~ Any hauler that removes the contents and cleans any grease trap/interceptor or oil/water separator.

Sec. 43-189. - Applicability and prohibitions.

This article shall apply to all nondomestic users of the POTW.

- (1) Grease traps, grease interceptors, oil/water separators, ~~and/or~~ grit traps, and/or grinder devices shall not be required for domestic users.
- (2) Facilities generating FOG as a result of food manufacturing, processing, preparation or service shall install, use and maintain appropriate grease ~~traps/~~interceptors. These facilities include, but are not limited to, restaurants, food manufacturers, food processors, hospitals, hotels, motels, prisons, nursing homes, churches, day cares and any other facility preparing, serving or otherwise making any foodstuff available for consumption.
- (3) Facilities generating and/or collecting automotive/petroleum oil, grease, sand, grit and other types of waste as a result of automotive servicing and repair shall install, use and maintain an oil/water separator and/or grit trap. These facilities include, but are not limited to, car washes, automotive repair shops, tractor/trailer repair shops, car dealerships and any other facility that maintains, repairs or washes any type of motorized vehicles.
- (4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, gasoline, kerosene, FOG, wipes, any debris larger than 1/2", or any other chemicals into the ~~city's sanitary sewer collection system~~ POTW. Nor shall it be allowed to violate any Technically Based Local Limits (TBLL's) as established in Sec. 43-274. ~~Local Limits in such amounts as to cause interference with the collection system.~~

Sec. 43-190. - Scope and applicability.

This article shall apply to all facilities that generate FOG, waste oil, grit or other products from automotive repair and washing, wipes, or debris larger than 1/2" who are connected to the ~~city's sanitary collection system~~ POTW. This will also include transporters of the wastes which shall comply with all local, state and federal regulations.

Sec. 43-191. - General interceptor requirements; design, size and location.

- (a) All new or remodeling facilities that produce FOG shall complete an EPA grease interceptor sizing sheet, or equivalent determination method, and provide the information used to complete the sizing determination method to Midwest City Line Maintenance, listed in Section 1003.3.1 in the International Plumbing Code 2006 with food preparation areas will be required to install A minimum of a one thousand-(1,000) gallons or engineer approved equivalent larger in-ground grease interceptor shall be required. A minimum one thousand five hundred (1,500) gallon interceptor shall be required for all shell structures that may accommodate FOG contributors. Any facility not listed in Section 1003.3.1 with a food preparation area will be sized on a case by case basis by the director. If an existing facility has a smaller grease ~~trap/~~interceptor in use, the facility shall submit to a complete facility and process review, and it is not working properly, it will need to be replaced with a larger grease trap/interceptor. Any existing facility that has limited space to install a one thousand gallon in ground grease interceptor will be sized on a case by case basis by the director. All grease traps installed will

conform to Section 1003.3.4 of the International Plumbing Code 2006.- The findings of this review will include all required actions that may include, but not limited to, the installation of additional or higher capacity interceptor(s). All grease interceptors installed will conform to this code and the current International Plumbing code adopted by the City.

- (b) Any existing facility that causes more than one (1) bypass or has been determined to be the cause of more than three (3) work orders due to grease blockages in any twelve month period will be required to install a larger grease trap/interceptor, and to pay possible fines and/or citations. All new or remodeled facilities that generates and discharges waste oil, grit and other petroleum waste will be required to install grit traps with a minimum five hundred (500) gallon capacity and oil/water separators of one thousand (1,000) gallon capacity or larger in accordance with this Code. If an existing facility has a smaller oil/water separator or grit trap in use it shall submit to a complete facility and process review. The findings of this review will include all required actions that may include, but are not limited to, the installation of an additional or larger trap(s), and/or separators. All grit traps and oil/water separators installed will conform to this code and the current International Plumbing Code adopted by the City.
- (c) All grease interceptors, traps, oil/water separators, and/or grit traps, clean-outs, backwater valve and sampling ports shall be located as to be easily and safely accessible for cleaning and inspection. All devices shall be installed in a manner to service an individual facility, multi-facility use of a single device is prohibited.
- (d) All in ground interceptors shall be installed with two single directional clean-outs facing away from the interceptor, one before the interceptor and one after the backwater valve, within the clean-out requirements of the current International Plumbing Code. Additionally, a sample port with an opening of twelve (12") inches or larger shall be installed after the point of no further treatment but before the backwater valves. For further backwater valve requirements see Chapter 9 – Buildings and Building Regulations Article VI. - Plumbing.
- (e) All in ground interceptors, oil/water separators, grit traps, clean-outs, backwater valve and sampling ports shall have all required lids above grade. The final elevation of the lids and the surrounding area will ensure that all rain and runoff is directed away from the lids, additional influent and inflow prevention measures may be required. Interceptors, lids, boxes, vaults, clean out access or other related components that are installed in an improved surface shall be traffic rated at a minimum of H-20.
- (f) All grease interceptors, oil/water separators, grit traps, and grinder pumps shall be inspected and approved by Midwest City Line Maintenance before being placed into service.
- (h) A variance request to this code can be submitted to the Pretreatment Coordinator on the variance request form. The request will be assessed on a case by case basis, approval or denial of the request will be returned to the applicant in writing and will be considered final. The variance is non transferrable and may be revoked as needed.

Sec. 43-192. - Requirements for generators.

All ~~food service facilities, automotive repair shops and car washes~~ shall have ~~grease traps or grease interceptors, oil/water separators, grit traps or grinder devices~~ properly installed in accordance with any and all applicable requirements of this Code.

(1) *New or remodeling facilities.*

Shall ~~comply with Sec. 43-191a.~~ *Food service:* New food service facilities shall install ~~a grease interceptor of one thousand (1,000) gallons or larger in accordance with the EPA grease interceptor sizing worksheet.~~

~~b. Automotive repair and car washes:~~ All facilities where automotive repairs are made, all car washes and any other facility with the potential to discharge grease, oil, grit, hazardous or flammable pollutants into the city sanitary sewer collection system are required to install ~~grit traps of five hundred (500) gallons or more and oil/water separators of one thousand (1,000) gallons or larger in accordance with this Code.~~

(2) *Existing facilities.*

a. *Food service:* Food service facilities shall be permitted to operate and maintain existing grease interceptors ~~or grease traps~~, provided their grease interceptor ~~or grease trap~~ are of the appropriate size and are in efficient operating condition.

b. *Automotive repair and car washes:* Automotive repair shops, car washes and any other facility with the potential to discharge grease, oil, grit or flammable pollutants into the city's sanitary sewer collection system POTW shall be permitted to operate and maintain existing oil/water separators and grit traps, provided they are of the appropriate size and are in efficient operating condition.

(3) The city may require an existing ~~food service facility, automotive repair shop or car wash~~ to install a new ~~grease trap, grease interceptor, oil/water separator, or grit trap, or grinder device~~ that complies with the requirements of this Code or to modify and/or repair any noncompliant plumbing or existing ~~grease trap, grease interceptor, oil/water separator, or grit trap, or grinder device~~ when any one (1) or more of the following conditions exist:

a. The facility is found to be contributing FOG, grit, hazardous or flammable pollutants, ~~paper towels or wet wipes, or debris larger than 1/2"~~ in sufficient quantities to cause line stoppages, bypasses, explosion hazard or hazard to the health of people and/or the environment, or necessitate increased maintenance of the city's sanitary sewer collection system.

b. The facility does not have a ~~grease trap, grease interceptor, oil/water separator and/or grit trap.~~

c. The facility has an irreparable or defective ~~grease trap, grease interceptor, oil/water separator, or grit trap, or grinder device.~~

d. Remodeling of the food preparation area or kitchen, automotive repair shop or car wash wastewater plumbing system is performed which requires a ~~plumbing~~ permit issued by the city.

e. The facility is sold or undergoes a change of ownership.

- f. The facility does not have plumbing to the ~~grease trap~~, grease interceptor, oil/water separator, ~~and/or~~ grit trap, or grinder device in compliance with the requirements of this Code.
 - g. The facility is found to be contributing wet wipes or paper towels in sufficient quantities to cause line stoppages or bypasses can be required to install and maintain a grinding device on their service line prior to discharging to the city's sanitary sewer collection system.
- (4) *Maintenance:* Grease ~~traps~~, interceptors, oil/water separators, ~~and~~ grit traps, and grinder devices shall be properly maintained, operated and cleaned. This includes, but is not limited to, the complete removal or pumping of all liquids, sludge, solids and wastewater on the surface, sides and the bottom of the grease interceptor/~~trap~~, oil/water separators, ~~and~~ grit traps, and grinder devices. ~~Generators will not be allowed to d~~Decanting or pumping the waste grease or liquid fraction ~~back~~ into the sanitary sewer, grease interceptor/~~trap~~, oil/water separator, ~~and/or~~ grit trap, or grinder device is prohibited. ~~for purposes of reducing the volume of waste to be disposed of.~~
- a. Such maintenance, ~~operation~~ and cleaning of grease interceptors, oil/water separators, and grit traps can only be performed by transporters that have a permit from the city to perform such maintenance, ~~operation~~ and cleaning. Grease interceptors/~~traps~~ shall be pumped out according to a schedule determined by the city.
 - b. Facilities' sanitary sewer service lines shall not be connected to the lines intended for grease interceptor/~~trap~~, oil/water separator and/ or grit trap service, or between the treatment device and its sample ports, backwater valve, and clean-outs.
 - c. Enzymes, bacteria or surfactants shall not be used in grease interceptors, oil/water separators, grit traps, or grinder pumps. ~~or traps.~~
- (5) *Manifest log:* It is mandatory that all facilities with a grease interceptor/~~trap~~, oil/water separator and/or grit trap keep a record of all manifests and maintain a current manifest log for a period of ~~three (3)~~two (2) years. ~~This log—These records will include the transporter used, city permit number, vehicle tag number, date and time pumped, and must be signed by the transporter and an authorized representative of the facility. This log—will be kept in a conspicuous location and will be immediately available to a representative of the city who is performing such an inspection.~~
- (6) *Closing of business:* It is mandatory that all facilities with grease interceptors/~~traps~~, oil/water separators, ~~and/or~~ grit traps, or grinder devices that close their business shall have the grease interceptor/~~trap~~, oil/water separator, ~~and/or~~ grit trap, or grinder devices pumped out and/or cleaned. Car washes, automotive shops and other businesses with oil/water separators and/or grit traps shall also place caps on the discharge line(s) leading to the POTW~~city's sanitary sewer collection system~~. Before the proprietor vacates the building and utilities services are discontinued, grease interceptors, oil/water separators, or grit traps shall be refilled with clean water and grinder pumps shall have final maintenance completed, including but not limited to greasing, oil changes, etc. All work ~~it~~ shall be inspected and approved by the city.

- (7) *Self-cleaners*: In order to qualify as a self-cleaner, the ~~trap~~interceptor that is being cleaned can only be ~~one hundred fifty (50)~~one hundred (100) pound grease capacity~~gallons~~ or less. Self-cleaners shall adhere to all the requirements, procedures and detailed record keeping as outlined in this Code. To ensure compliance with this Code, a permit shall be obtained from Midwest City Line Maintenance. ~~a maintenance log shall be kept by the self cleaning operators. The maintenance log must contain, at a minimum, the following information:~~
- ~~a. Date the grease trap was serviced;~~
 - ~~b. Name of the person(s) that serviced the grease trap;~~
 - ~~c. Waste grease disposal method used;~~
 - ~~d. Signature of the operator after each cleaning that certifies that, at the time of the cleaning, all wastewater, solids and grease were removed from the grease trap, all internal parts were in good operational condition and the waste was disposed of properly.~~
 - ~~e. Grease trap self cleaners who violate this Code will be subject to enforcement action including, but not limited to, citations, fines and/or removal from the self cleaning program.~~
- (8) *Waste oil bins*: Waste oil bin lids shall remain closed and secured. Bins must shall be completely cleaned, emptied, and inspected once per year. Damaged or leaking containers shall be replaced immediately. The area surrounding the containers shall be kept free of FOG or other types of wastes.

Sec. 43-193.1 - Requirements for Transporters/Service Provider and self-cleaners.

(1) Transporters/Service Provider

(a) *Permits.*

- (1) *General*. All waste haulers shall obtain a permit and pay the applicable fee. The discovery of any false or misleading information provided by the applicant on an application will result in the denial of a permit being issued or in revocation of the permit if it has been issued.
- (2) *Duration of permit*. When an application has been reviewed and approved by the Public Works ~~and~~Director according to all rules in this Code and all appropriate fees are paid, permits will be issued for a period not to exceed three (3) calendar years from the date of issuance, all permits expire on December 31 of the third calendar year. ~~of not more than five (5) years from the date of issuance.~~ The permit holder may apply for a renewal of a permit a minimum of one hundred eighty (180) days prior to the permit's expiration date. A permit may be terminated at any time when the Public Works ~~and~~Director finds that the permit holder has violated the permit conditions.
- (3) *Permit transfer*. All permits are approved and issued to individuals. No permit may be reassigned, transferred or sold to a new owner.

- (4) *Modifications.* The director may modify or change the conditions on any permits issued including, but not limited to the following:
- a. To revise standards to keep in compliance with changing local, state and federal regulations, requirements and standards that may apply;
 - b. Due to a violation of any term of the permit;
 - c. A change in the permit holder's process;
 - d. To reflect a change in ~~facility ownership or~~ facility location; ~~or~~
 - ~~e. A request from the permit holder to have his/her permit modified, re-issued or terminated if received in writing by the director explaining in detail the permit holder's reasons for a modification.~~
- (5) *Vehicle inspection.* Transporters shall permit the city to inspect their registered vehicles ~~annually~~ at the Public Work's Director or designee's discretion.
- (6) *Duty to comply.* The permittee shall comply with all conditions of his/her permit. Failure to comply with the requirements of the permit shall be grounds for enforcement remedies as described in this Code.
- (7) *Duty to mitigate.* The permittee shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with the permit issued including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncompliance.
- (8) *Permit termination.* An issued permit may be terminated for, but not limited to, the following reasons:
- a. Failure to abide by permit requirements;
 - b. Failure to pay fines;
 - c. Failure to pay fees; ~~or~~
 - d. Failure to meet compliance schedules.
- (9) *Compliance with applicable laws, standards and requirements.* Compliance with the conditions of an issued permit does not relieve the permittee from his/her obligations regarding compliance with any and all applicable local, state and federal laws, standards and requirements, including any such standards or requirements that may become effective during the term of the permit.
- (10) *Compliance date.* Every transporter of grease interceptor~~trap~~, oil/water separator and/or grit trap waste will be in compliance with all the standards and requirements of this Code prior to its issuance.
- ~~(11) *Vehicle identification stickers.* All transporters shall display City of Midwest City vehicle identification stickers on all vehicles used for the removal and transport of the contents from a grease interceptor/grease trap, oil/water separator and/or grit trap. The city will issue two (2) stickers, to the transporter, for each vehicle used for the removal and transport of the contents from a grease interceptor, grease trap, oil/water separator and/or grit trap. The stickers are to be placed on the rear sides~~

~~of the vehicle. If an identification sticker is damaged, or unreadable, after it is placed on a vehicle, it must be replaced.~~

- (b) *Pumping and cleaning of grease interceptors/traps, oil/water separators and/or grit traps.* It shall be the responsibility of the transporters to properly clean the grease interceptors/traps, oil/water separators and grit traps as required by this Code. The cleaning of the grease interceptor/trap, oil/water separators and grit traps will be the complete removal of the contents of the grease interceptor/trap, oil/water separator and grit trap. The walls and baffling devices ~~and~~ shall also be cleaned and all solids shall be removed from the bottom of the grease interceptor/trap, oil/water separator or grit trap. Decanting of the supernatant back into the interceptor/trap, oil/water separator or grit trap will not be allowed. Discharging of the grease interceptor/trap, oil/water separator or grit trap waste directly or indirectly back into any part of the ~~city's sanitary sewer collection system~~ POTW or storm water collection system is prohibited. The transporter will dispose of the grease interceptor/trap, oil/water separator or grit trap waste in accordance with all local, state and federal regulations. Any and all spills will be immediately cleaned, the waste will be disposed of as required.
- (c) *Manifest.* Manifests will be used to track grease interceptor/trap, oil/water separator and/or grit trap waste from the initial generation of the waste to the final disposal. It will be the responsibility of the transporter to accurately prepare the manifest. ~~Manifests will be issued to each transporter who has been issued a permit by the city.~~ The transporter will ensure that the form is completed entirely. The transporter will keep a copy for his/her files, ~~leave the appropriate~~ appropriate completed copy of the manifest will be provided to with the generator and ~~mail a completed copy to the city.~~ All generators and transporters will keep their copies of manifests on file for a time period of at least ~~threetwo~~ (32) years. The manifests will be kept in a conspicuous location and will be immediately available to a representative of the city who is performing inspections. A digital means of manifest generation may be provided to transporters at Line Maintenance discretion.

Sec. 43-193.2 - Self-Cleaners.

(2) Self-Cleaners

(a) Permits.

- 1) ~~a.~~ *General.* All self-cleaners shall obtain a permit from Midwest City Line Maintenance. The facility owner shall submit an application to Line Maintenance for review. Any false or misleading information provided by the applicant on an application will result in the denial of a permit being issued or in revocation of the permit if it has been issued. Once reviewed the facility owner will be notified of approval or denial of the permit request in writing. The decision rendered will be considered final.
- 2) ~~b.~~ *Duration of permit.* Permits will be issued for a period not to exceed three (3) calendar years from the date of issuance, all permits expire on December 31 of the third calendar year. The permit holder may apply for a renewal of a permit a minimum of one hundred eighty (180) days prior to the permit's expiration date. A permit may be terminated

at any time when Line Maintenance finds that the permit holder has violated the permit conditions.

- 3) e. — *Permit transfer.* All permits are approved and issued to individuals and specified addresses. No permit may be reassigned, transferred or sold to a new owner.
- 4) d. — *Modifications.* The Line Maintenance Supervisor or designee may modify or change the conditions of any permits issued including, but not limited to the following:
 - a. 1. — *Revision of standards to keep in compliance with changing local, state and federal regulations, requirements and/or standards that may apply;*
 - b. 2. — *Violation of any term of the permit.*
 - c. 3. — *Change in the permit holder's process.*
- 5) e. — *Duty to comply.* The permittee shall comply with all conditions of the permit. Failure to comply with the requirements of the permit shall be grounds for enforcement as described in this Code.
- 6) f. — *Duty to mitigate.* The permittee shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with the permit issued including accelerated or additional monitoring as necessary to determine the nature and impact of any noncompliance.
- 7) g. — *Permit termination.* An issued permit may be terminated for, but not limited to, the following reasons:
 - a. 1. — *Failure to abide by permit requirements.*
 - b. 2. — *Failure to pay fines.*
 - c. 3. — *Failure to meet compliance schedules.*
- 8) h. — *Compliance with applicable laws, standards and requirements.* Compliance with the conditions of an issued permit does not relieve the permittee from his/her obligations regarding compliance with any and all applicable local, state and federal laws, standards and requirements, including any such standards or requirements that may become effective during the term of the permit.
- 9) i. — *Pumping and cleaning of grease interceptors.* It shall be the responsibility of the self-cleaners to properly clean the grease interceptors as required by this Code. The cleaning of the grease interceptor shall include the complete removal of the contents of the grease interceptor. All walls and baffling devices shall also be cleaned. All solids shall be removed from the bottom of the interceptor. Decanting of the supernatant back into the interceptor will not be allowed. Discharging of the grease interceptor waste back into any part of the city's POTW or storm water collection system is strictly prohibited. The self-cleaner will dispose of the grease interceptor waste in accordance with all local, state and federal regulations.
- 10) j. — *Manifest.* Manifests will be used to track grease interceptor waste from the initial generation of the waste to the final disposal. It shall be the responsibility of the self-cleaner to accurately prepare, submit to Line Maintenance, and maintain copies of the

manifest for a minimal period of two (2) years. The manifests will be kept in a conspicuous location and will be immediately available to a representative of the city who is performing inspections. A digital means of manifest generation may be provided to transporters at Line Maintenance's discretion. Completed manifest shall be submitted to Line Maintenance within ten (10) calendar days of servicing the interceptor.

- 11) ~~k.~~ — Compliance date. All self-cleaners of grease interceptor waste shall be in compliance with all the standards and requirements of this Code as of January 1, 2020.

Sec. 43-194. - Cleaning schedule.

Grease traps, grease interceptors, oil/water separators, and grit traps, and grinder pumps shall be cleaned as often as necessary to ensure that sedimentation and floating debris does not accumulate to impair the efficiency of the grease trap, grease interceptor, oil/water separator, and grit trap, and grinder pump, and to ensure that the discharge is in compliance with local discharge limits and no visible grease or debris larger than 1/2" is observable in the discharge.

- (1) All in use grease interceptors/traps shall be serviced and completely pumped of accumulated waste content when the twenty-five (25) percent rule is reached. The twenty-five (25) percent rule shall be the primary method used to determine cleaning schedules. ~~or~~ However, a minimum service schedule for grease interceptors less than one thousand (<1,000) gallon or engineer approved equivalent shall not every three (3) months exceed ninety (90) calendar days. ~~f~~For grease interceptors greater than or equal to one thousand (>= 1,000) gallon or engineer approved equivalent, the minimum service schedule shall not exceed one hundred eighty (180) calendar days and monthly for fifty (50) to one hundred (100) pound capacity grease traps, whichever first occurs. At any point in time if solidification occurs, the twenty-five (25) percent rule is met or exceeded, or waste backs up into in the grease interceptor or trap occurs, servicing needs of the interceptor is to be conducted immediately at the facilities expense. All devices shall be inspected for damages by the transporter/self-cleaner every time they are serviced.
- (2) At the discretion of the Public Works Director or designee, grease interceptors that will be out of use for longer than 30 days will not be required to be cleaned again until placed back into service. Prior to being taken out of service, interceptors shall be pumped dry of all contents, and refilled with clean water. Once placed back in service the interceptor is subject to the above schedule. Generators shall receive written permission from Line Maintenance, prior to removing the interceptor from service and its regular cleaning schedule.
- (23) Grease interceptors and traps shall be kept free of inorganic solid materials such as grit, rocks, gravel, sand, eating utensils, straws, sauce packages, cigarettes, shells, towels, rags, etc., which could settle in the sludge pocket thereby reducing the effective volume of the device.
- (34) Oil/water separators and grit traps shall be serviced and completely pumped of accumulated waste content when the twenty-five (25) percent rule is reached or at a minimum of every three hundred sixty five (365) months calendar days, whichever first occurs. If a car wash has a water reclamation system in use, the first two (2) to three (3)

compartments shall be completely pumped of accumulated waste when the twenty-five (25) percent rule is reached or every six (6) months, whichever first occurs. All of the chambers shall be completely emptied and cleaned at a minimum of three hundred sixty-five (365) calendar days. ~~least once a year.~~

- (45) The Public Works Director or designee has the authority to ~~adjust~~ increase the cleaning schedules as necessary.

Sec. 43-195. - Fees, charges and enforcement.

- (a) *Purpose.* It will be the sole purpose of this section to recover any costs incurred by the city from the generators, ~~and~~ transporters and self-cleaners.
- (1) *Manifest fees.* ~~Paper M~~ manifest fees will be established to recover any costs incurred by the city. The manifest fee shall be fifty dollars (\$50.00) per one hundred (100) manifests issued to the ~~hauler~~ permittee.
- (2) ~~Grease h~~ Hauler permit fees. The ~~permit application~~ fee for each ~~grease~~ hauler permit application approved by the director ~~is~~ shall be two hundred ~~fifty~~ fifty dollars (\$~~20~~50.00) ~~for the initial permit, if an applicant has a permit, this cost will include the current calendar year's permit maintenance fee. If an applicant's permit is issued on or after October 1st the application fee will include the current calendar year and the upcoming calendar year annual maintenance fee, together with a fifty dollar (\$50.00) vehicle fee for each vehicle included on the permit. Permit renewal fees shall be the same as the initial permit fees. Annual permit maintenance fees shall be one hundred fifty dollars (\$150.00) for the permit and a twenty-five dollar (\$25.00) vehicle fee for each registered vehicle.~~
- (3) ~~Vehicle identification sticker fees. The fee per vehicle identification sticker shall be twenty-five dollars (\$25.00).~~ Self-cleaner permits fees. The application fee for each self-cleaner shall be seventy-five dollars (\$75.00). If applicant's permit is issued on or after October 1st the application fee will include the current calendar year and the upcoming calendar year annual maintenance fee. Permit renewal fees shall be the same as the initial permit fees. Annual permit maintenance fees shall be twenty-five dollars (\$25.00)

	<u>APPLICATION FEE</u> <u>PERMIT RENEWAL FEE</u> <u>(3 YEAR)</u>	<u>ANNUAL</u> <u>MAINTENANCE FEE</u>	<u>MANIFEST FEE</u> <u>(PAPER FORM)</u>
<u>TRANSPORTER/SERVICE</u> <u>PROVIDER PERMIT</u> <u>(3 YEAR)</u>	<u>\$ 250.00</u>	<u>\$ 150.00</u>	<u>\$ 50.00</u> <u>per 100</u>
<u>SELF CLEANER PERMIT</u> <u>(3 YEAR)</u>	<u>\$ 75.00</u>	<u>\$ 25.00</u>	<u>\$ 50.00</u> <u>per 100</u>

- (b) *Enforcement.*

- (1) *Recovery of costs incurred.* Any person violating any of the provisions of this article or causing damage to, or otherwise inhibiting, the ~~city's sanitary sewer collection system and/or the POTW~~ shall be liable to the city for any expense, loss or damage caused by such violation or discharge. The cost incurred by the city for any cleaning, repair or replacement work caused by the violation will be added to the person's monthly water bill for payment. Failure or refusal to pay the assessed costs may result in a citation being issued.
- a. Any facility with or without a grease ~~trap~~/interceptor, oil/water separator, grit trap, or grinder pump causing a bypass due to the facility's discharge of FOG, wipes, or debris larger than 1/2" will be liable to the city for any expense, loss or damage incurred. Any facility without a grease ~~trap~~/interceptor, oil/water separator, and/or grit trap, and/or grinder device will then automatically be required to install, operate and maintain a grease interceptor/~~trap~~, oil/water separator, and/or grit trap, and/or grinder device.
- b. If a grease interceptor, oil/water separator, grit trap, and/or grinder device already exists then the facility shall submit to a complete facility and process review. The findings of this review will include all required actions that may include, but are not limited to, the installation of an additional or larger interceptor(s), required changes of operations, or strict service schedules.
- bc. Any facility whose discharge causes ~~a city main~~ any part of the POTW to become restricted, blocked, overloaded, a sanitary sewer overflow and/or that requires flushing maintenance due to FOG, ~~wet-wipes, grit, or debris larger than 1/2" and/or paper towels~~ will be liable to the city for any and all expense~~expenses, fines,~~ loss or damage of public and/or private property incurred.
- (2) *Violations and fines.* It shall be unlawful and an offense to violate or fail to comply with any of the requirements of this article. Upon conviction, the penalty shall be a fine of up to five thousand dollars (\$5,000.00), but in no case less than one hundred dollars (\$100.00), plus court costs per day for each day the violation continues.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after _____.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 20__.

HEATHER POOLE, City Attorney

Notice of this Special Ordinance Oversight Council Committee meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

MINUTES OF THE
SPECIAL ORDINANCE OVERSIGHT COUNCIL COMMITTEE MEETING

January 6, 2020 – 6:30 PM

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma. Chairman Pat Byrne called the meeting to order at 6:30 PM with Councilmember *Susan Eads and **Mayor Matt Dukes, and along with City Manager Tim Lyon, Assistant City Manager Vaughn Sullivan, Acting City Attorney Vicki Floyd, City Clerk Sara Hancock, Community Development Director Billy Harless, Fire Chief Bert Norton, City Planning Manager Kellie Gilles, and Public Works Director Paul Streets. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the special October 24, 2019 meeting.** Dukes made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried.

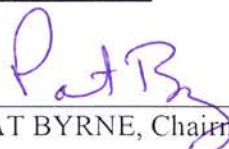
* Susan Eads arrived at 6:49 PM.

2. **Discussion and consideration of reviewing proposed Midwest City Code of Ordinances changes and possibly making suggestions for the full Council to evaluate.**
 - a. After P. Streets, staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Chapter 43 Section 188-195 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
 - b. After Fire Chief, staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Chapter 15 Section 100-113 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
 - c. After Fire Chief, staff and Council discussion, Dukes made a motion to educate and continue working on Chapter 15 Section 56-59 and bring back by July 1, 2020 seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried

**Mayor Dukes left the meeting at 7:08 PM and returned at 7:13 PM

- d. After B. Harless, K. Gilles, staff and Council discussion, Dukes made a motion to recommend staff proceed with outside estimates, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

Adjournment. Chairman Byrne adjourned the meeting at 7:24 PM.



PAT BYRNE, Chairman

Notice of this Special Ordinance Oversight Council Committee meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

Ordinance Oversight Council Committee Minutes
Special Meeting

May 28, 2020

This meeting was held in the Midwest City Chambers at City Hall, 100 N. Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Pat Byrne called the meeting to order at 6:07 PM with Councilmember Susan Eads and Mayor Matt Dukes, and along with City Manager Tim Lyon, City Attorney, Heather Poole, City Prosecutor Vicki Floyd, City Clerk Sara Hancock, Police Chief Brandon Clabes, Lt. Steve Simonson, Community Development Director Billy Harless, and City Planning Manager Kellie Gilles. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the special January 6, 2020 meeting.** Eads made a motion to approve the minutes, as submitted, seconded by Dukes. Voting aye: Eads, Byrne and Dukes. Absent: None. Nay: none. Motion carried.
2. **Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations , of the Midwest City Code; by amending Section 4.5.2, Light Industrial: Restricted; Section 4.9.2, Use Chart and providing for repealer and severability and setting an effective date.** After Harless, Gilles, staff and Council discussion, Dukes made a motion to edit ordinance as discussed and submit to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
3. **Discussion and consideration of an Ordinance amending the Midwest City Municipal Code, chapter 26, Noise, Adding Section 4.1 Hours of Operation.** After Floyd, Poole, staff and Council discussion, Eads made a motion to edit ordinance as discussed and submit to the full City Council, seconded by Dukes. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
4. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Article II, Offenses against morals, by amending Section 20; Disorderly House, establishing an effective date; and providing for repealer and severability.**

*Mayor Dukes left the meeting at 6:47 PM and returned at 6:49 PM

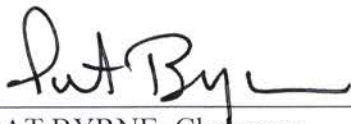
After Floyd, Poole, Clabes, Simonson, staff and Council discussion, Eads made a motion to edit ordinance as discussed and submit to the full City Council, seconded by Dukes. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

5. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, 1-15 Specific Penalty for Violations of Code; establishing an effective date; and providing for repealer and severability.**

After Floyd, Poole, and Council discussion, Dukes made a motion to submit to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

6. **Discussion of research related to amending the Midwest City Ordinances 28-54 Trespass.**
After Poole and Council discussion, no action was taken.

Adjournment. Chairman Byrne adjourned the meeting at 7:45 PM.

A handwritten signature in cursive script, appearing to read "Pat Byrne", is written over a horizontal line.

PAT BYRNE, Chairman



SPECIAL CITY OF MIDWEST

ORDINANCE OVERSIGHT COUNCIL COMMITTEE AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

May 28, 2020 – 6:00 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the special January 6, 2020 meeting.
2. Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 4.5.2, Light Industrial: Restricted; Section 4.9.2, Use Chart and providing for repealer and severability and setting an effective date. (Community Development - B. Harless)
3. Discussion and consideration of an Ordinance amending the Midwest City Municipal Code, chapter 26, Noise, Adding Section 4.1 Hours of Operation. (City Attorney – H. Poole)
4. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Article II, Offenses against morals, by amending Section 20; Disorderly House, establishing an effective date; and providing for repealer and severability. (City Attorney - H. Poole)
5. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, 1-15 Specific Penalty for Violations of Code; establishing and effective date; and providing for repealer and severability. (City Attorney - H. Poole)
6. Discussion of research related to amending Midwest City Ordinance 28-54 Trespass. (City Attorney – H. Poole)

C. ADJOURNMENT.



Notice of this Special Ordinance Oversight Council Committee meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

MINUTES OF THE
SPECIAL ORDINANCE OVERSIGHT COUNCIL COMMITTEE MEETING

January 6, 2020 – 6:30 PM

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma. Chairman Pat Byrne called the meeting to order at 6:30 PM with Councilmember *Susan Eads and **Mayor Matt Dukes, and along with City Manager Tim Lyon, Assistant City Manager Vaughn Sullivan, Acting City Attorney Vicki Floyd, City Clerk Sara Hancock, Community Development Director Billy Harless, Fire Chief Bert Norton, City Planning Manager Kellie Gilles, and Public Works Director Paul Streets. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the special October 24, 2019 meeting.** Dukes made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried.

* Susan Eads arrived at 6:49 PM.

2. **Discussion and consideration of reviewing proposed Midwest City Code of Ordinances changes and possibly making suggestions for the full Council to evaluate.**

- a. After P. Streets, staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Chapter 43 Section 188-195 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
- b. After Fire Chief, staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Chapter 15 Section 100-113 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
- c. After Fire Chief, staff and Council discussion, Dukes made a motion to educate and continue working on Chapter 15 Section 56-59 and bring back by July 1, 2020 seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried

**Mayor Dukes left the meeting at 7:08 PM and returned at 7:13 PM

- d. After B. Harless, K. Gilles, staff and Council discussion, Dukes made a motion to recommend staff proceed with outside estimates, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

Adjournment. Chairman Byrne adjourned the meeting at 7:24 PM.

PAT BYRNE, Chairman



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Ordinance Review Committee

From: Billy Harless, Community Development Director

Date: May 28, 2020

Subject: Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 4.5.2, Light Industrial: Restricted; Section 4.9.2, Use Chart and providing for repealer and severability and setting an effective date.

This is a continuation of discussion from the October 24, 2019 Ordinance Review Committee meeting.

At that meeting, staff proposed amending the Zoning Ordinance to include the use of Medical Marijuana Processing in the Light Industrial: Restricted use unit classification and allowing this use by right in the C-3, Community Commercial District. Committee members requested that further research be done to see how other communities were addressing the various forms of processing within their zoning ordinances.

Staff attended the regular APTAC (Areawide Planning and Technical Advisory Committee) meeting at ACOG on November 14, 2019. During this meeting, staff from various central Oklahoma communities discussed questions and concerns regarding medical marijuana. Midwest City staff asked those in attendance how they were approaching the various forms of processing within their zoning ordinance. Staff from communities including Del City, Edmond and El Reno stated that they too have realized that different forms of processing may be appropriate uses in zoning districts other than just industrial. Midwest City staff brought up the idea of requiring a Special Use Permit for light processing to allow staff, the Planning Commission and City Council to review each application for a processing facility to see if the equipment to be used is lighter and less intensive than traditional industrial equipment.

John Sharp, Deputy Director, of ACOG acknowledge all of the concerns and offered to see if he could dedicate the regular January or February APTAC meeting to the topic of medical marijuana and have a representative from OMMA in attendance to answer questions about zoning, certificates of compliance, etc. A representative from OMMA did attend the March APTAC meeting and provided statistics regarding licenses for the County and each metro municipality but did not provide guidance regarding zoning for lighter processing facilities.

The ordinance prepared for this meeting adds light processing in the Light Industrial: Restricted use unit classification and requires a Special Use Permit for all Light Industrial: Restricted uses in the C-3, zoning district. Light Industrial: Restricted are allowed by right in the C-4, I-1, I-2 and I-3 zoning districts. Special Use Permit applications go before the Planning Commission for a recommendation and City Council for approval.

This process will allow staff to require that the applicant submit details of the processing equipment to be used. If the Special Use Permit is approved, the building and fire inspectors will make annual inspections of the facility as required by OMMA for the Certificate of Compliance. During these inspections, the building inspector and fire inspector will be able to view the equipment being used to ensure that it is consistent with the approved Special Use Permit.

A handwritten signature in black ink, appearing to read 'Billy Harless', written in a cursive style.

Billy Harless, AICP
Community Development Director

KG

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 4.5.2, LIGHT INDUSTRIAL: RESTRICTED; SECTION 4.9.2, USE CHART AND PROVIDING FOR REPEALER AND SEVERABILITY AND SETTING AN EFFECTIVE DATE.

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 4.5.2, Light Industrial: Restricted, as follows:

Establishments engaged in the manufacture, assembly, research, or processing with all operations and processes entirely within an enclosed structure. There is no outdoor storage of raw materials and products.

Establishments have no outdoor industrial wastewater treatment system and produce no airborne emissions, objectionable noise, glare, odor, vibrations, smoke or dust associated with the industrial operation.

Typical uses include, but are not limited to, bakery employing more than five (5) fulltime employees; book binder; cabinet chop; clothing manufacturing; electronic equipment assembly and manufacturing; furniture upholstery; ice plant; laundry and dry cleaning plant employing more than five (5) full time people; printing plant; engraving plant; instrument and meter manufacture; mattress renovation; optical goods manufacture; photographic equipment manufacture; collection and compression of aluminum cans and glass for recycling. Also to include any plant extraction or processing that is deemed less hazardous than stated or accounted for in the International Building and Fire Codes. Examples of which include but are not limited to cold water washing and heat press processing.

SECTION 2. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 4.9.2, Use Chart, as follows:

For line 4.5.2 a "S" will be shown for the following zoning district to indicate that a Special Use Permit is required: C-3

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the 35 ____ day of _____, 2020.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2020.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 26, NOISE, ADDING SECTION 26-4.1, HOURS OF BUSINESS FOR MEDICAL MARIJUANA DISPENSARIES, PENALTY; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 26, Noise, is hereby amended by adding Section 26-4.1, Hours of Business for Medical Marijuana Dispensaries and Penalty to read as follows:

Section 26-4.1 – Hours of operation

That for the public peace, all Medical Marijuana Dispensaries shall be open and operate from the hours of 9:00 am through 9:00 pm.

- (a) Any Medical Marijuana Dispensary that violates any provision of this chapter shall upon conviction thereof be guilty of an offense against the city.
- (b) Enforcement shall be applied as set out in 26-9 of this section.
- (c) Penalties shall be applied as set out in 26-10 of this section.

Section 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after _____.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed

Section 4. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

1 ATTEST:

2
3
4 SARA HANCOCK, City Clerk

5
6 Approved as to form and legality this _____ day of _____, 2020.

7
8
9 HEATHER POOLE, City Attorney

Chapter 26 - NOISE

Footnotes:

--- (1) ---

Cross reference— *Definitions and rules of construction generally, § 1-2; mufflers, § 24-219; nuisances generally, Ch. 27; noise from oil wells, § 29-15; loud noises by peddlers, § 32-5.*

Sec. 26-1. - Findings of fact.

It is found and declared that:

- (1) The making and creation of excessive, unnecessary noise within the city is a condition which has existed for some time and the extent and volume of such noise is increasing; and
- (2) The making, creation or maintenance of such excessive unnecessary, unnatural or unusual noise, prolonged in time, place and use, affects and is a detriment to public health, comfort, convenience, safety, welfare and prosperity of the residents of the city; and
- (3) A substantial body of scientific and technological knowledge and expertise exists by which noise is recognized as sound which is excessive and thereby unwanted and rejectable, and may be substantially abated; and
- (4) The necessity in the public interest for the provisions and prohibitions hereinafter contained and enacted, is declared as a matter of legislative determination and public policy in pursuance of and for the purpose of securing and promoting the peace and quiet for the greater assurance of public health, comfort, convenience, safety, welfare and prosperity of the city and its inhabitants.

Sec. 26-2. - Definitions.

- (a) The following words, terms 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:

- (1)

Ambient sound pressure level is the all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far, statistically equivalent to L90; the percentile noise level exceeded ninety (90) percent of the time based on any measurement period of not less than ten (10) minutes or more than thirty (30) minutes.

- (2) *A-weighted sound level* means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated as dB(A) or dBA.
- (3) *Construction* means any site preparation, assembly, erection, substantial repair, alteration, or similar action excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.
- (4) *Continuous sound* means any sound, essentially without interruption, which exists for a period of six (6) minutes or more.
- (5) *Decibel (dB)* means a unit for measuring the volume of a sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals (twenty (20) micronewtons per square meter), designated as dB.
- (6) *Demolition* means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.
- (7) *Device* means any mechanical object or piece intended to produce, or which produces the resultant effect objectively sought when operated or used.
- (8) *Emergency* means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.
- (9) *Emergency vehicle* means vehicles of the fire, police and highway patrol departments and legally authorized ambulances and emergency vehicles of state departments or any political subdivisions thereof and vehicles of public service corporations.
- (10) *Emergency work* means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an emergency.

(11)

Excessive sound means that sound level which elicits complaints usually independent of each other in the estimate of the sound's being acceptable or unacceptable.

- (12) *Gross vehicle weight rating (GVWR)* means the value specified by the manufacturer as the recommended maximum loaded weight of a single motor vehicle. In cases where trailers and tractors are separable, the gross combination weight rating (GCWR), which is the value specified by the manufacturer as the recommended maximum loaded weight of the combination vehicle, shall be used.
- (13) *Impulsive sound* means sound pulses of short duration, usually less than one second, with an abrupt onset and rapid decay.
- (14) *L90 percentile level* means the time-averaged sound pressure level, A-weighted, that is exceeded in any time measurement period ninety (90) percent of that time.
- (15) *L10 percentile level* means the time-averaged sound pressure level, A-weighted, that is exceeded in any time measurement period ten (10) percent of that time.
- (16) *L1 percentile level* means the time-averaged sound pressure level, A-weighted, that is exceeded in any time measurement period one percent of that time.
- (17) *Measurement period* means that total amount of time used in the measurement of sound levels for a given incident not including time intervals, or their total time, between intervals of actual sound measurement time. Limits are as stated in (1), not less than ten (10) minutes and not more than thirty (30) minutes.
- (18) *Motor vehicle* means every vehicle self-propelled on land and every vehicle propelled by electric power obtained from overhead trolley wires, but not operated upon rails; provided, however, the definition of motor vehicle shall not include implements of husbandry.
- (19) *Muffler* means a device for abating the sound of escaping gases of an internal combustion engine.
- (20) *Noise* means any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

- (21) *Noise disturbance* means any sound which endangers or injures the safety or health of humans or animals, or annoys or disturbs a reasonable person of normal sensitivities, or endangers or injures personal or real property.
- (22) *Powered model vehicle* means any self-propelled airborne, waterborne, or landborne plane, vessel, or vehicle, which is not designed to carry persons, including, but not limited to, any model airplane, boat, car, or rocket.
- (23) *RMS sound pressure* means the square root of the time average square of the sound pressure, denoted P_{rms} .
- (24) *Sound* means temporal and spatial oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes progressively alternate compression and rarefaction of that medium, and which propagates at finite speed to distant points and can evoke an auditory sensation.
- (25) *Sound level meter* means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting networks used to measure sound pressure levels.
- (26) *Sound pressure* means the instantaneous difference between the actual pressure and the average barometric pressure at a given point in space, as produced by sound energy.
- (27) *Sound pressure level* means twenty (20) times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micropascals ($20 \times 10^{-6} \text{ N/m}^2$). The sound pressure level is denoted L_p , or SPL and is expressed in decibels (dB).
- (b) All defined terminology used in this chapter which is not defined in subsection (a) or in Chapter 1 of this Code, shall be in conformance with applicable publications of the American National Standards Institute (ANSI), or its successor body.

Sec. 26-3. - Prohibited generally.

It shall be unlawful for any person to make, continue, or cause to be made or continued any excessive, unnecessary or unusual noise disturbance or any noise which either annoys, disturbs, injures or dangers the comfort, repose, health, peace or safety of others, within the limits of the city.

Sec. 26-4. - Specific prohibitions.

The following acts, among others and not to exclude other such acts, are declared to be excessive or unusual noises in violation of this chapter, except and unless in the urgent interest of public health, welfare, and safety, a permit has been issued by the city manager for continuance or performance over such time periods as may be so stated:

- (1) Owning, maintaining, harboring, or maintaining for hire any animal or animals, bird or birds, which, by frequent or prolonged noisemaking, cause or tend to cause excessive sound levels, whether originating from public or private facilities, except publicly-owned and/or publicly operated zoos.
- (2) Performance of construction, demolition, and/or repair work at or on any structural or roadway project or undertaking whether by manual or mechanical means, such as to produce noise beyond the sound pressure levels established as local limits within the zoning district classifications and times of day as set out by Table I, section 26-12.
- (3) Discharge into the open air of the sound-laden exhaust from, or escape of excessive sound from working parts of the transmission or conveyance of fluids or solids through piping, conduit, or by way of other mechanical transport, stationary, portable or mobile engine or engines or motorized vehicle or vehicles, such as to exceed noise levels established as local limits according to Table I, section 26-12.
- (4) Sounding of horns, whistles, sirens, firearms or other such alarm or announcement device, whether manual or power-operated, or the detonation of fireworks or explosives except as required as warning of fire, natural disaster or other impending or incidental danger, or which may be required as a part of law enforcement, by emergency, or as excepted by section 26-5.
- (5) a. Playing or operating, or permitting the playing, use or operation, of any radio, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound if such sound is for the purpose of entertainment or is used for that purpose and can be heard from the distance of fifty (50) feet or more if the source of such sound is located upon any public right-of-way, or
b.

If said source is located upon any public right-of-way and can be heard inside a structure or in a motor vehicle other than the source of said noise, and if in the receiving motor vehicle all doors and windows are closed.

- c. It shall be prima facie evidence of a violation of this subsection if the sound can be heard outside the limits described in section 26-4(5)(a) and (b).
- (6) Shouting, carousing, singing or other prolonged noisemaking such as to cause or tend to cause excessive sound pressure levels.
- (7) Operation of any motorized surface boat or underwater vehicle, whether on land, water impoundment, lake, stream, diversion channel, or astride a conveyance, such as to exceed sound pressure levels ashore established as local limits according to Table I, section 26-12.
- (8) Operation of powered models or toys such as to exceed sound pressure levels established as local limits according to Table I, section 26-12.
- (9) It shall be unlawful to run, test, or otherwise operate aircraft engines on the ground or operate an aircraft facility in such a manner as to cause or tend to cause noise disturbance. Nothing in this section shall be construed to prohibit, restrict, penalize, or enjoin or in any manner regulate the movement of aircraft which are, in all respects, conducted in accordance with, or pursuant to applicable federal laws or regulations, or air traffic control instructions.
- (10) Operating, or permitting to be operated in any place of public entertainment during any hour of operation when patrons or customers may be expected, any loudspeaker or sound amplifier which produces, reproduces or amplifies sound, at a point normally to be occupied by a patron or customer, equal to or in excess of ninety (90) dBA as read on a sound level meter at slow response, unless a conspicuous, legible sign, readable by a person with 20/20 vision at a distance within ten (10) feet of it, is posted at or within five (5) feet of each public entrance and not more than five (5) feet above the level of the ground, floor, or other entrance threshold, which sign shall state:
"WARNING: SOUND LEVELS WITHIN MAY CAUSE PERMANENT HEARING IMPAIRMENT"

This provision shall not be construed to allow the operation of such loudspeaker or sound amplifier in such manner as to violate paragraph (11) below or section 26-6.

- (11) Creation of noise within five hundred (500) feet of any school, other such institution of learning, church, hospital, convalescent hospital or mass-care home, or court of law in excess of sound pressure levels as applied to residential districts from 10:00 p.m. to 7:00 a.m., according to Table I, section 26-12, provided conspicuous, legible signs are serviceably displayed at such distance from the aforementioned institutions, or any of them, that such potential violation may be avoided.
- (12) No property owner, lessor or lessee shall knowingly allow any automobile, motorcycle, minibike or other vehicle which creates a noise disturbance or which creates noise that violates section 26-6 to be driven across his property. Nothing in this section shall be construed as to prohibit the arrest of the operators of said vehicles in accordance with section 26-9.

(Ord. No. 2458, § 1, 4-9-91)

Cross reference— Fireworks regulated, § 15-2.

Sec. 26-5. - Exemptions.

The following sources of potentially excessive sound shall be exempt from noise control regulation:

- (1) Safety signals and alarm devices, storm warning sirens or horns and the authorized testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves.
- (2) Noise created or to be created as the result of provisions of section 26-4 such that a permit shall be issued beforehand by the city manager, and such event shall be conducted in accord with provisions of such permit.
- (3) Disaster or other emergency, or, as result of such disaster, demanding the immediate undertaking by operators and/or mechanical devices for relief of stress thus created.

- (4) Organized sporting events.
- (5) Non-commercial public speaking and public assembly activities conducted on any public space or public right-of-way.
- (6) Interstate railway locomotives and trains en-route, and not engaged in switching operations within residential land use classifications between 10:00 p.m. and 7:00 a.m.

Sec. 26-6. - Community sound level standards.

- (a) Land use zoning district classifications shall be as set out in the zoning ordinance distinguishable as Residential, Commercial/Office, and Agricultural/Industrial land use classifications, within which sound levels of Table I of section 26-12 shall be locally measurable. It shall be unlawful for any person to operate, or to permit to be operated, any stationary source of sound which, during any sound level measurement period time interval:
 - (1) Creates a unit percentile sound level (L 1) greater than 15 dBA as indicated within a given time division of land use calculations of section 26-12, Table I; or
 - (2) Creates a tenth percentile sound level (L 10) greater than 10 dBA as indicated within a given time division of land use calculations of section 26-12, Table I; or
 - (3) Creates a ninetieth percentile sound level (L 90), which exceeds limits as set out within a given time division of land use classification of section 26-12, Table I.
- (b) Sound projected from one use district into another use district of lesser sound level limit shall not exceed such lesser sound level measured at the boundary of such lesser sound level use district. Sound projected from one property to another property of different ownership, within the same use district, shall be measured at the property line of the affected property. For any stationary source of sound which emits impulsive sound, the limits set forth in section 26-12, Table I, shall be reduced by 5 dBA; the provisions of subsection (a)(1) of this section shall apply to the lowered limit.
- (c)

It shall be unlawful to operate a motor vehicle or combination of vehicles within the city in excess of sound pressure levels set forth in Table II of section 26-12. It shall be unlawful for recreational vehicles to produce noise which exceeds the sound pressure levels set forth in Table I or II. Noise emitted from said vehicles can be measured pursuant to Table I or Table II. This section shall apply to all recreational motorized vehicles, whether or not duly licensed and registered, including, but not limited to, commercial or noncommercial motorcycles, go-carts, snowmobiles, campers and dune buggies. This section relative to motor vehicles shall apply to the total sound level emitted by a vehicle or combination of vehicles and shall not be construed as limiting or precluding the enforcement of any other provisions of this Code relating to motor vehicle mufflers for noise control. No person shall operate or cause to be operated a motor vehicle unless the exhaust system of such vehicle is:

- (1) Free from defects which may affect sound level magnification;
- (2) Equipped with a muffler; and
- (3) Not modified in a manner which will amplify or increase the sound level emitted by the motor of such vehicle above that emitted by a muffler of the type originally installed on the vehicle as manufactured for initial sale.

The standard measurement height shall be four (4) feet (1.2 meters) and the measurement distance twenty-five (25) feet (7.5 meters). The distance shall be measured from the near side of the nearest monitored traffic lane to the microphone.

- (d) Sound level measurements shall be undertaken with a sound level meter of Type 2 or better as specified in American National Standards Institute, using the A-weighted network scale. A field use acoustical calibrator shall be used to verify calibration of the sound level meter before and after noise measurements are taken any day.

(Ord. No. 2285, § 1, 8-23-88)

Sec. 26-7. - Permit.

- (a)

Application for a permit for relief from noise restrictions designated in this chapter, on the basis of undue hardship, may be made to the city manager or his authorized representative. Any such application shall set out clearly the conditions describing the undue hardship so alleged.

- (b) A permit may be granted only upon sufficient and reliable showing in said application that such conditions indicate one or more of the following to be true:
 - (1) Additional time is necessary for the applicant to alter or modify his activity or operation to comply with this chapter; or,
 - (2) The activity, operation, or noise source will be of temporary duration, and cannot be performed in a manner that would comply with other sections of this chapter; and,
 - (3) No other reasonable alternative is available to the applicant.
- (c) A permit may be granted only for an effective time period of three (3) days or less, except in the case of construction and/or demolition, the effective time period of such permit shall not exceed thirty (30) days continuous time lapse. A permit may be renewed while the urgent necessity continues for three (3) days or less, except in the case of construction and/or demolition, said renewal shall not exceed thirty (30) days. Any such permit thus granted shall state all conditions upon which it may be granted including, but not limited to, effective date, time of day, location, limitations of personnel and/or equipment involved, and any other conditions or requirements the city manager may deem necessary to minimize the adverse effects upon the community or surrounding neighborhood.

Sec. 26-8. - Duties and responsibilities of municipal departments.

- (a) All departments and agencies of the city shall, to the fullest extent consistent with other ordinances, carry out their programs in such a manner as to further the policy of this chapter and in cooperation with the enforcement of it.
- (b) All departments whose duty it is to review and approve new projects or changes to existing projects, that result, or may result, in the production of excessive sound levels shall consult with the agent of enforcement prior to any such approval.
- (c) Any written contract, agreement, purchase order, or other instrument whereby the city is committed to the expenditure of seven hundred fifty dollars (\$750.00) or more in return for goods or services shall contain provisions requiring compliance with this chapter.

- (d) Any product which has been certified by the Administrator of the United States Environmental Protection Agency pursuant to Section 15 of the Noise Control Act of 1972, including amendments subsequent thereto, as a low noise emission product and which he determines is suitable for use as a substitute, shall, by the city, be procured and used in preference to any other product, provided that such certified product is reasonably available and has a procurement cost which is not more than one hundred twenty-five (125) percent of the least expensive type of product for which it is certified as a substitute.
- (e) All departments responsible for a capital improvements budget and program shall prepare an analysis of the noise impact of any proposed improvements in accordance with noise assessment guidelines established by the agent of enforcement. Proposed capital improvements include land acquisition, building construction, highway improvements, and utilities and fixed equipment installation.

Sec. 26-9. - Violation procedures.

- (a) The procedures for enforcing the provisions of this chapter pertaining to stationary sources are as follows:
 - (1) A violation of this chapter shall be cause for a complaint to be filed with the municipal court.
 - (2) In lieu of the filing of a complaint, the enforcement officer may issue an abatement order to allow a reasonable time, not to exceed twenty-four (24) hours, to abate any source of sound alleged to be in violation of this chapter. An abatement order shall not be issued if the enforcement officer has reason to believe that there will not be compliance with said order.
 - (3) If the alleged violation of the provisions of this chapter are not abated as required by the abatement order, a complaint shall be filed with the municipal court against the alleged violator.
- (b) The procedures for enforcing the provisions of this chapter pertaining to motor vehicles as set forth in Table II of section 26-12 are as follows:
 - (1) A violation of subsection (b) of section 26-6 shall be cause for a complaint to be filed with the municipal court.
 - (2)

The violator may decide to effect a repair or bring the vehicle into compliance prior to the arraignment date. It will be the responsibility of the enforcement officer to test the vehicle for compliance and, on being found in compliance, recommend dismissal to the court, on first offenses only.

- (c) In order to implement and enforce this chapter and for the general purpose of noise abatement and control, the enforcement officer or his representative shall have in addition to any other authority vested in him, the power to:
 - (1) Upon presentation of proper credentials, enter and inspect any private property or place, and inspect any report or records at any reasonable time when granted permission by the owner, or by some other person with apparent authority to act for the owner. When permission is refused or cannot be obtained, a search warrant may be obtained from a court of competent jurisdiction upon showing of probable cause to believe that a violation of this chapter may exist. Such inspection may include administration of any necessary tests.
 - (2) Stop any motor vehicle, motorcycle or motorboat reasonably suspected of violating any provision of this chapter, and issue a notice of violation or abatement order which may require the motor vehicle, motorcycle or motorboat to be inspected or tested as the enforcement officer may reasonably require.
- (d) A contract or enforcement of the provisions of this chapter or any part thereof, may be drawn by the city with any qualified agency or person, public or private. Personnel performing noise-monitoring shall be satisfactorily enforcement-oriented by the police department and shall bear identification as agents of the city for the task at hand. Refresher re-training of such personnel in law enforcement orientation shall occur within the schedule of the police department.

(Ord. No. 2285, § 2, 8-23-88)

Sec. 26-10. - Penalty.

- (a) Any person who violates any provision of this chapter shall upon conviction thereof be guilty of an offense against the city.
- (b)

Each day of violation of any provision of this chapter shall constitute a single offense if the disturbance is continuous. If the disturbance is not continuous, each violation of any provision of this chapter shall constitute a separate offense, although committed on the same day.

Sec. 26-11. - Injunctive relief.

As an additional remedy, any activity, conduct, or the operation or maintenance of any device, instrument, vehicle or machinery which is continuing in nature and in violation of any ordinance provision hereof, and which causes discomfort or annoyance, or which endangers the comfort, repose, health or peace of residents in the area, or which exceeds the community noise standards as set forth in section 26-6 shall be deemed, and is declared to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction. Further, an injunction or restraining order may be issued pursuant to the statutes of the state.

Sec. 26-12. - Tables.

The following tables shall apply to the provisions of this chapter:

TABLE I—LIMITING SOUND LEVELS FOR LAND USE DISTRICTS

<i>Zoning District Classifications</i>	Day's Time Subdivision	Sound Level Limits
Residential	7:00 A.M.—10:00 P.M.	55 dBA
	10:00 P.M.— 7:00 A.M.	50 dBA
Commercial or	7:00 A.M.—10:00 P.M.	60 dBA
Office	10:00 P.M.— 7:00 A.M.	55 dBA
Industrial or	7:00 A.M.—10:00 P.M.	70 dBA

Agricultural	10:00 P.M.— 7:00 A.M.	70 dBA
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TABLE II—SOUND PRESSURE LEVEL LIMITS FOR MOTOR VEHICLES
(Measured at 25 feet or 7.5 meters)

<i>Vehicle Class</i>	Sound Level dB(A)	
	Traveling <u>35</u> MPH or Less	Traveling Over <u>35</u> MPH
Motor vehicles with a manufacturer's gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) of 10,000 pounds or more, or any combination of vehicles towed by such motor vehicle.	87	92
Motorcycles	77	82
Any other motor vehicle or any combination of vehicles towed by any such motor vehicle.	77	82

(Ord. No. 2285, § 3, 8-23-88)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, ARTICLE II, OFFENSES AGAINST MORALS, BY AMENDING SECTION 20; DISORDERLY HOUSE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 28, Article II, Section 20 is hereby amended to read as follows:

Section 28-20. – Disorderly house.

- (a) It shall be unlawful for any person to keep, maintain, reside, or otherwise make available any disorderly house or to aid or assist another in keeping, maintaining or residing in such house.

~~(b) As used herein the term "disorderly house" shall refer to residential property only and shall include any brothel, bawdy house, house of ill fame, gaming house, house of assignation or house or room where persons congregate to unlawfully:~~

~~(1) Engage in drinking intoxicating or non-intoxicating beverages;~~

~~(2) Inhale or ingest any compound, liquid or chemical, salt, isomer and salt of isomer prohibited under the Oklahoma Controlled Dangerous Substances Act, 63 O.S. § 2-204 and § 2-206, not already prohibited under sections 28-130 or 28-131 of this Code, including but not limited to, specific substances prohibited therein and/or defined as opiates, opium derivatives, any level of a hallucinogenic substance, any quantity of substances having a stimulant or depressant effect on the central nervous system, any quantity of a synthetic chemical compound that is a cannabinoid receptor agonist, which may be used or consumed by a person for the purpose of inducing a condition of intoxication, distortion or disturbance of the auditory, visual or mental processes.~~

~~"Disorderly house" shall also include any property on which three or more nuisance violations have occurred within a floating 90-day period, which shall begin on the date of a violation, which result in convictions. A new floating 90-day period shall begin at the time that there is a change of tenant or other person responsible for the property. "Nuisance violation" shall be any felony or a violation of:~~

~~(3) Sec. 28-1. – Aiding in offense.~~

~~(4) Sec. 28-2. – Attempt to commit offense.~~

~~(5) Sec. 28-21. – Gambling.~~

~~(6) Sec. 28-22. – Indecent exposure.~~

~~(7) Sec. 28-25. – Public intoxication.~~

~~(8) Sec. 28-26. – Soliciting for illegal purpose.~~

~~(9) Sec. 28-27. – Procurers and pimps.~~

~~(10) Sec. 28-28. – Urination in public.~~

- 1 ~~(11) — Sec. 28-29. — Solicitation of drinks.~~
- 2 ~~(12) — Sec. 28-30. — Obscene material and displaying material harmful to minors.~~
- 3 ~~(13) — Sec. 28-40. — Assault.~~
- 4 ~~(14) — Sec. 28-41. — Assault and battery.~~
- 5 ~~(15) — Sec. 28-42. — Throwing objects at persons prohibited.~~
- 6 ~~(16) — Sec. 28-43. — Obscene, threatening or harassing telephone calls; penalty.~~
- 7 ~~(17) — Sec. 28-54. — Trespass.~~
- 8 ~~(18) — Sec. 28-55. — Squatting on public or private property.~~
- 9 ~~(19) — Sec. 28-56. — Parking on private property without consent.~~
- 10 ~~(20) — Sec. 28-58. — Malicious injury or destruction of property.~~
- 11 ~~(21) — Sec. 28-59. — Altering, removing or tampering with utility property prohibited.~~
- 12 ~~(22) — Sec. 28-60. — Injuring or molesting automobiles prohibited.~~
- 13 ~~(23) — Sec. 28-61. — Damaging buildings.~~
- 14 ~~(24) — Sec. 28-62. — Damaging letter boxes and posts prohibited.~~
- 15 ~~(25) — Sec. 28-64. — Molesting meter boxes; using meter box key.~~
- 16 ~~(26) — Sec. 28-65. — Damaging hydrants or water pipes prohibited.~~
- 17 ~~(27) — Sec. 28-66. — Damaging public lamps, poles, signs, etc., prohibited.~~
- 18 ~~(28) — Sec. 28-67. — Interfering with water pipes.~~
- 19 ~~(29) — Sec. 28-70. — Concealing lost property.~~
- 20 ~~(30) — Sec. 28-71. — Bringing stolen property into city.~~
- 21 ~~(31) — Sec. 28-74. — Throwing objects at vehicles prohibited.~~
- 22 ~~(32) — Sec. 28-75. — Receiving and/or concealing stolen property.~~
- 23 ~~(33) — Sec. 28-76. — Sleeping in certain places.~~
- 24 ~~(34) — Sec. 28-86. — Resisting or interfering with an officer.~~
- 25 ~~(35) — Sec. 28-86.1. — Eluding a police officer.~~
- 26 ~~(36) — Sec. 28-87. — Impersonating officers.~~
- 27 ~~(37) — Sec. 28-88. — False police calls; tampering with alarm boxes.~~
- 28 ~~(38) — Sec. 28-88.1. — False 911 calls prohibited.~~
- 29 ~~(39) — Sec. 28-90. — Threatening or assaulting officers.~~
- 30 ~~(40) — Sec. 28-90.1. — Disorderly conduct.~~
- 31 ~~(41) — Sec. 28-91. — Obstruction of streets or sidewalks.~~
- 32 ~~(42) — Sec. 28-92. — Fighting.~~
- 33 ~~(43) — Sec. 28-106. — Display of firearms prohibited.~~
- 34 ~~(44) — Sec. 28-107. — Discharge of bows and arrows prohibited; exception.~~
- 35 ~~(45) — Sec. 28-108. — Pointing or discharging firearms, etc.~~
- 36 ~~(46) — Sec. 28-122. — Allowing or encouraging a minor to commit offenses; penalty.~~
- 37 ~~(47) — Sec. 28-123. — Parental responsibility; failure to control; penalty.~~

1 ~~(48) Sec. 28-124. Commission of a crime in the presence of minors; penalty.~~

2 ~~(49) Sec. 28-125. Permitting crimes or disorderliness on premises; penalty.~~

3 ~~(50) Sec. 28-127. Furnishing tobacco products to minors; minors in possession of tobacco~~
4 ~~products; penalty.~~

5 ~~(51) Sec. 28-128. Permitting or allowing gatherings where minors are consuming alcohol-containing~~
6 ~~beverages.~~

7 ~~(52) Sec. 28-130. Possession of dangerous drugs.~~

8 ~~(53) Sec. 28-131. Possession and sale of certain toxins and other drugs prohibited.~~

9 ~~(54) Sec. 28-132. Possession or sale of drug-related paraphernalia.~~

10 ~~(55) Sec. 28-132.1. Maintaining a drug house prohibited.~~

11 ~~(56) Sec. 26-3. Prohibited generally [noise].~~

12
13 (b) As used in this chapter the term "disorderly house" shall mean any structure or vehicle by
14 which the peace, comfort, health, welfare or decency of the public is disturbed by reason
15 of the people therein committing or resorting to any of the following acts:

16
17 (1) the sale, distribution, or use of any controlled dangerous substance, the sale,
18 distribution, possession or use of which is declared unlawful by State statute; or

19
20 (2) the violation of any ordinance or State statutes regulating the sale, distribution,
21 possession or use of alcoholic beverages; or

22
23 (3) the performance of any sexual act declared unlawful by ordinance or State statute,
24 including, but not limited to, soliciting for purposes of prostitution; or

25
26 (4) the violation of any ordinance or State statute prohibiting gambling; or

27
28 (5) final conviction of any Section 28 of the Midwest City Ordinance offenses.
29

30 ~~(c) It shall not be considered a nuisance violation to report unlawful conduct.~~

31
32 (c) For the purposes of this section, the term "structure" shall include not only a building but
33 also the premises upon which the structure is located, including all property within the
34 curtilage, and all parking and pedestrian access portions and any other outdoor areas
35 controlled by the owner or occupant of the structure.

36
37 ~~(d) A property owner not in possession of his/her property is only in violation of this section if s/he~~
38 ~~intentionally continues to make available his/her property to anyone violating the provisions of this~~
39 ~~section. For the purpose of this ordinance intent means knowledge of the nuisance violations occurring~~
40 ~~on the property.~~

41
42 (d) No owner, lessee, lessor, or other person, partnership or corporation having control over
43 any house, building, structure, tent, vehicle, mobile home, or recreational vehicle shall

1 knowingly use, lease, sublease or otherwise permit the use of same for the purpose of
2 keeping therein any disorderly house; and knowing or ascertaining that such house,
3 building, structure, tent, vehicle, mobile home, or recreational vehicle is so occupied as a
4 disorderly house, no person, partnership or corporation shall continue to grant permission
5 to so use such premises as a disorderly house.
6

7 ~~(e) Any property owner charged with violating the provisions of this section may submit a property~~
8 ~~improvement plan to the municipal judge compliance with which may serve as a condition of a deferred~~
9 ~~sentence. The judge shall have the discretion to determine whether such property improvement plan~~
10 ~~will likely preclude the commission of further nuisance violations on the subject property.~~
11

12 (e) The occurrence of any act in any house, building, structure, tent, vehicle, mobile home, or
13 recreational vehicle which results in the conviction of any person in the Municipal Court
14 for a violation of this section shall, after the lapse of 30 days from such conviction,
15 constitute notice to all owners, lessors, and other persons having control thereof that such
16 premises are being occupied as a disorderly house. However, no such notice as
17 contemplated by this subsection shall be effective unless written notice of such
18 conviction shall have been delivered in person to such owner, lessee, or other person
19 having control over such premises by a duly authorized officer of the Police Department.
20

21 (f) Any person required to discontinue any lease or permitted use of property by Subsections
22 (d) and/or (e) herein shall not accept any rents, fees, profits or consideration of any type
23 from the lessees or other persons or corporations occupying or in control or possession of
24 the premises at the time the disorderly house requiring such discontinuance of lease or
25 permitted use occurred. Each day for which such rent, fee, profit or consideration is
26 accepted shall constitute a separate offense.
27

28 (g) No person shall knowingly reside in, enter into, or remain in a disorderly house.
29

30 (h) A separate offense shall be deemed committed on each day during or on which a
31 violation of this division occurs or continues.
32
33

34 **Section 2. EFFECTIVE DATE.** This ordinance shall be in force and effect on and after the
35 _____ day of _____, 2020.
36

37 **Section 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
38 repealed.
39

40 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
41 any reason held to be invalid, such decision shall not affect the validity of the remaining
42 provisions of the ordinance.
43

44 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
45 Oklahoma, this _____ day of _____, 2020.
46

1 THE CITY OF MIDWEST CITY, OKLAHOMA

2
3
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5 _____
6 MATTHEW D. DUKES, II, Mayor

7 ATTEST:

8
9 _____
10 SARA HANCOCK, City Clerk

11
12
13 APPROVED as to form and legality this _____ day of May, 2020.

14
15
16 _____
17 HEATHER POOLE, City Attorney
18
19

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, ARTICLE II, OFFENSES AGAINST MORALS, BY AMENDING SECTION 20; DISORDERLY HOUSE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 28, Article II, Section 20 is hereby amended to read as follows:

Section 28-20. – Disorderly house.

- (a) It shall be unlawful for any person to keep, maintain, reside, or otherwise make available any disorderly house or to aid or assist another in keeping, maintaining or residing in such house.
- (b) As used in this chapter the term "disorderly house" shall mean any structure or vehicle by which the peace, comfort, health, welfare or decency of the public is disturbed by reason of the people therein committing or resorting to any of the following acts:
 - (1) the sale, distribution, or use of any controlled dangerous substance, the sale, distribution, possession or use of which is declared unlawful by State statute; or
 - (2) the violation of any ordinance or State statutes regulating the sale, distribution, possession or use of alcoholic beverages; or
 - (3) the performance of any sexual act declared unlawful by ordinance or State statute, including, but not limited to, soliciting for purposes of prostitution; or
 - (4) the violation of any ordinance or State statute prohibiting gambling; or
 - (5) final conviction of any Section 28 of the Midwest City Ordinance offenses.
- (c) For the purposes of this section, the term "structure" shall include not only a building but also the premises upon which the structure is located, including all property within the curtilage, and all parking and pedestrian access portions and any other outdoor areas controlled by the owner or occupant of the structure.
- (d) No owner, lessee, lessor, or other person, partnership or corporation having control over any house, building, structure, tent, vehicle, mobile home, or recreational vehicle shall knowingly use, lease, sublease or otherwise permit the use of same for the purpose of

1 keeping therein any disorderly house; and knowing or ascertaining that such house,
2 building, structure, tent, vehicle, mobile home, or recreational vehicle is so occupied as a
3 disorderly house, no person, partnership or corporation shall continue to grant permission
4 to so use such premises as a disorderly house.
5

6 (e) The occurrence of any act in any house, building, structure, tent, vehicle, mobile home, or
7 recreational vehicle which results in the conviction of any person in the Municipal Court
8 for a violation of this section shall, after the lapse of 30 days from such conviction,
9 constitute notice to all owners, lessors, and other persons having control thereof that such
10 premises are being occupied as a disorderly house. However, no such notice as
11 contemplated by this subsection shall be effective unless written notice of such
12 conviction shall have been delivered in person to such owner, lessee, or other person
13 having control over such premises by a duly authorized officer of the Police Department.
14

15 (f) Any person required to discontinue any lease or permitted use of property by Subsections
16 (d) and/or (e) herein shall not accept any rents, fees, profits or consideration of any type
17 from the lessees or other persons or corporations occupying or in control or possession of
18 the premises at the time the disorderly house requiring such discontinuance of lease or
19 permitted use occurred. Each day for which such rent, fee, profit or consideration is
20 accepted shall constitute a separate offense.
21

22 (g) No person shall knowingly reside in, enter into, or remain in a disorderly house.
23

24 (h) A separate offense shall be deemed committed on each day during or on which a
25 violation of this division occurs or continues.
26

27 **Section 2. EFFECTIVE DATE.** This ordinance shall be in force and effect on and after the
28 _____ day of _____, 2020
29

30 **Section 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
31 repealed.
32

33 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
34 any reason held to be invalid, such decision shall not affect the validity of the remaining
35 provisions of the ordinance.
36

37 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
38 Oklahoma, this _____ day of _____, 2020.
39

40
41 THE CITY OF MIDWEST CITY, OKLAHOMA
42
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45 _____
46 MATTHEW D. DUKES, II, Mayor

1 ATTEST:

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4 SARA HANCOCK, City Clerk

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7 APPROVED as to form and legality this _____ day of April, 2019.

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11 HEATHER POOLE, City Attorney
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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1, GENERAL PROVISIONS, 1-15 SPECIFIC PENALTY FOR VIOLATIONS OF CODE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Section 1-15, Specific Penalty for violations of Code is hereby amended to read as follows:

Sec. 1-15.- Specific penalty for violations of Code

The following table is adopted with regard to specific violations of this Code, including the maximum fine and imprisonment for each specific offense:

Chapter	Section	Maximum Fine (\$)	Imprisonment
28	28-57	600.00	60 days
	First Offenses	500.00	60 days
	Second Offenses	600.00	60 days
	Third Offenses	750.00	60 days

Section 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the _____ day of _____, 2020.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1, GENERAL PROVISIONS, 1-15 SPECIFIC PENALTY FOR VIOLATIONS OF CODE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Section 1-15, Specific Penalty for violations of Code is hereby amended to read as follows:

Sec. 1-15.- Specific penalty for violations of Code

The following table is adopted with regard to specific violations of this Code, including the maximum fine and imprisonment for each specific offense:

Chapter	Section	Maximum Fine (\$)	Imprisonment
28	28-57		
	First Offenses	500.00	60 days
	Second Offenses	600.00	60 days
	Third Offenses	750.00	60 days

Section 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the _____ day of _____, 2020.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

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4 SARA HANCOCK, City Clerk

8 Approved as to form and legality this ____ day of _____, 2020

HEATHER POOLE, City Attorney



City Attorney

100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

TO: Chair and Committee members

FROM: Heather Poole, City Attorney

Date: May 28, 2020

Subject: Discussion of research related to amending Midwest City Ordinance 28-54 Trespass.

The City Prosecutor researched Midwest City and Oklahoma City's Trespass Ordinances to see if there were steps that could be taken to reduce the safety issues related to individuals remaining under the overpasses within the City limits. Having reviewed both trespass ordinances, she didn't see much difference between them.

Under Midwest City Ordinance 28-54(a)(2) any entry upon the premises of an owner or other person in lawful possession or control of the premises or government in violation and contrary to the provisions of any official sign posted to regulate and govern such entry ...However, the posted sign notice only applies to public property - that which is dedicated to the public use and over which the federal, state or municipal governments ... exercises control and dominion. Signs may be posted on bridges - as public property. Therefore no updates are needed to Midwest City's ordinance

Respectfully,

Heather Poole

Heather Poole, City Attorney

Sec. 28-54. - Trespass.

(a) No person shall trespass on public property or school property. As used in this subsection:

(1) Public property shall mean that property which is dedicated to the public use and over which the federal, state or municipal governments or any political subdivision thereof exercises control and dominion.

(2) Trespass shall mean each and every actual entry upon the premises of an owner or other person in lawful possession or control of the premises or government in violation and contrary to the provisions of any official sign posted to regulate and govern such entry or use or contrary to a lawful command to leave the premises by a government official having authority to issue such lawful command.

(3) Official sign shall mean any permanently affixed notice posted by the federal, state or municipal government owning or maintaining any public property.

(4) School property shall mean any property or institution devoted primarily to the education of children from pre-school thorough the twelfth grade.

(b) No person shall trespass on private property. As used in this subsection, "private property" shall mean any property other than public property.

(c) Trespass, as further defined in subsections (a) and (b) above, shall also mean:

(1) Each and every entry upon the private property of the owner or other person in lawful possession or control of the premises without the express consent of the owner or other person in lawful possession;

(2) Remaining on private property of an owner or other person in lawful possession or control of the premises after being told to leave the premises by the owner, agent, employee of the owner or other person having lawful possession or control of the premises;

(3) Remaining on private property at any time outside the posted hours of business operation after having been directed to vacate such premises by a police officer, except for those persons, including employees, whose presence upon such premises is authorized by the owner or by a person in lawful possession of such premises, provided the hours of operation are clearly posted upon such premises;

(4) Returning to private property before the posted time of opening for business operation on the next business day after having been directed to vacate such premises under the terms of this subsection;

(5) Remaining on premises, whether public or private, when such is posted forbidding said act at any time other than during the posted hours of business operation;

(6) Remaining on public property after having been given a lawful order or command to leave the premises by a governmental official having the authority to give such order or command in response to a public disturbance, act of vandalism, disorderly conduct, or other conduct which is disruptive to the public peace; or

(7) Returning to public property after having been directed to vacate such premises under subsection (6).

(d) Any person violating any provision of this section shall be punished by a fine or imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and imprisonment.

(Code 1972, § 23-62; Ord. No. 1906, § 1, 10-25-83; Ord. No. 1980, § 1, 8-28-84; Ord. No. 2374, § 1, 10-24-89; Ord. No. 3005, § 5, 12-12-06)

State Law reference— Trespass, 21 O.S. § 1835; penalty for ordinance violations, 11 O.S. § 14-111.

Sec. 28-55. - Squatting on public or private property.

Every person who intrudes or squats upon any lot or piece of land within the city without license or authority from the owner thereof, or who erects or occupies thereon any hut, hovel, shanty, or other structure without such license or authority, and every person who places, erects or occupies within the bounds of any street, alley or avenue of the city any hut, hovel, shanty, or other structure whatever is guilty of an offense.

(Code 1972, § 23-62; Ord. No. 1906, § 1, 10-25-83)

State Law reference— Similar provisions, 21 O.S. § 1353.

ARTICLE III. - OFFENSES AGAINST PROPERTY

§ 30-31. - Definitions.

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

(1) Embezzlement means the fraudulent appropriation of property of any person or entity, legally obtained for any use or purpose not intended by its owner, or the secretion of the property with the fraudulent intent to appropriate it for such use or purpose, under any of the following circumstances:

(a) Where the property was obtained by being entrusted to that person or legal entity for a specific purpose, use or disposition, and shall include, but not be limited to, any funds "held in trust" for any purpose; or

(b) Where the property is intended to be used for a public or benevolent purpose.

Embezzlement does not require a distinct act of taking, but only a fraudulent appropriation, conversion or use of property;

(2) Larceny means the taking of private or public property accomplished by fraud or stealth, with the intent to deprive another thereof; (3)

Private property means any property other than public property;

(4) Public disturbance means any of the following conduct on public or private property:

(a) Creating a hazardous condition or unnecessary risk to the public;

(b) Causing public alarm without justification;

(c) Defacing, injuring or otherwise temporarily damaging or altering any public or private property without lawful permission;

(d) Intentionally obstructing, impeding or in any way inhibiting access to an entrance to a public building or pedestrian on a right-of-way or parking lot;

(e) Intentionally obstructing, impeding or in any other way inhibiting vehicles or pedestrian traffic upon any street, highway, sidewalk or parking lot;

(f) Fighting or violent or threatening behavior or engaging in, promoting, instigating, encouraging, aiding or abetting fighting, or any similar violent, threatening behavior;

(g) Disrupting any lawful assembly or meeting of persons without lawful authority;

(h) Making any loud or unusual noises, or using any abusive or violent language directed at any person, or threatening to fight or quarrel or challenging anyone else to fight, or shooting off or brandishing any firearms;

(i) Any act by which the peace, comfort, health, welfare or decency of the public is disturbed by reason of the people therein committing or resorting to the sale, distribution, possession or use of any

controlled dangerous substance, the sale, distribution, possession or use of which is declared unlawful by State statute;

(j) Any act by which the peace, comfort, health, welfare or decency of the public is disturbed by reason of the people therein committing or resorting to the violation of any ordinance or State statutes regulating the sale, distribution, possession or use of alcoholic beverages including beer containing more than one-half of one percent alcohol by volume;

(k) Any act by which the peace, comfort, health, welfare or decency of the public is disturbed by reason of the people therein committing or resorting to the performance of any sexual act declared unlawful by ordinance or State statute, including, but not limited to, soliciting for purposes of prostitution; or

(l) Any act by which the peace, comfort, health, welfare or decency of the public is disturbed by reason of the people therein committing or resorting to the violation of any ordinance or State statute prohibiting gambling.

(5) Public property means that property which is dedicated to the public use and over which the Federal, State, or municipal government, or any political subdivision thereof, exercises control and dominion, including school property;

(6) School property means any property or institution devoted primarily to the education of children from preschool through the 12th grade; and

(7) Trespass shall mean any of the following:

(a) Each and every actual entry upon the public or private property without the express or the implied consent of the owner or other person responsible for the property or when there are "no trespassing" signs duly posted upon said property; or

(b) Remaining upon private property after having been told to leave the premises by the owner, or other person responsible for the property, or the police in the event of a public disturbance in a parking lot; or

(c) Remaining or otherwise being on private or public property at any time other than during posted hours of operation.

(d) Notwithstanding Subsections (a), (b) and (c) of this section, where the owner or other responsible person in lawful possession of any private property is present and available, the owner or other person responsible for the property shall be required to sign a complaint and make a citizen's arrest for trespassing.

(Code 1970, § 21-117; Ord. No. 17034, § 1, 1-18-83; Code 1980, § 30-31; Ord. No. 19296, § 1, 10-3-89; Ord. No. 22883, § 1, 11-22-05; Ord. No. 23677, § 1, 8-26-08; Ord. No. 24185, § 1, 11-9-10)

Cross reference— Definitions and rules of construction generally, § 1-2.

§ 30-32. - Trespass on private property.No person shall trespass on private property.

(Code 1970, § 21-118; Code 1980, § 30-32)

State Law reference— Trespass, 21 O.S. § 1835 et seq.

§ 30-33. - Unlawful possession of or trespass on City property.

No person shall unlawfully take possession of any property, real or personal, belonging to the City, or which the City shall be entitled to possess or commit any willful trespass thereon, or unlawfully withhold possession from the City. The unlawful withholding or possession of any property mentioned shall be deemed a separate and new offense for every day the possession is withheld after the demand.

(Code 1970, § 21-131; Code 1980, § 30-33)

State Law reference— Trespass, 21 O.S. § 1835 et seq.

§ 30-34. - Trespass on school property.

No person shall trespass on school property.

(Code 1980, § 30-33.1; Ord. No. 19296, § 2, 10-3-89)

State Law reference— Trespass, 21 O.S. § 1835 et seq.

§ 30-35. - Trespass on public property.

No person shall trespass on public property.

(Code 1970, § 21-132; Code 1980, § 30-34)

State Law reference— Trespass, 21 O.S. § 1835 et seq.

§ 30-35.1. - Entering on certain posted public property.

(a) No person, other than persons exempted in Subsection (b) of this section, shall enter or remain on any public property, on which signs have been posted prohibiting the possession of any weapons on said public property, who has possession of any illegal weapons, other than firearms.

(b) The provisions of this section shall not apply to commissioned peace officers or duly CLEET licensed armed security personnel who are under contract with the posting entity, which owns, controls, leases or operates the posted premises.

(c) Any person guilty of violating this section shall be guilty of a Class "b" offense.

(Ord. No. 20509, § 1, 1-9-96; Ord. No. 21845, § 1, 11-6-01; Ord. No. 22883, § 1, 11-22-05)

State Law reference— Right of person to control weapons on property owned by such person, 21 O.S. § 1290.22.

§ 30-35.2. - Penalties for trespassing.

(a) Any person guilty of trespassing upon private, public, school, or other duly posted property shall upon conviction for the first offense, be guilty of a Class "a" offense.

(b) Any person guilty of a second and/or subsequent offense of trespassing upon private, public, school or other duly posted property after a prior conviction of trespassing on the same property shall upon conviction of the second and/or subsequent offense be guilty of a Class "b" offense.

(c) Any person guilty of trespassing on private, public or school property at any time other than during posted hours of operation, and who fails to leave immediately after having been told by a police officer in person or by means of a public address system to leave the premises, shall be guilty of a Class "b" offense.

(Ord. No. 22883, § 3, 11-22-05; Ord. No. 23677, § 1, 8-26-08)

§ 30-35.3. - Defenses to trespassing.

It is a defense to prosecution for "trespassing" on private property that a person at the time of the violation:

- (1) Has permission from the owner or person in lawful possession or control of the property, to be on the property contrary to posted notice of "no trespassing" and the business hours;
- (2) Had lawful authority as a matter of law to be present, including but not limited to utility easement repair, judicial order or license; or
- (3) An emergency or necessity reasonably requires that person's presence on the property in order to prevent a different and greater or more significant and immediate harm to that person or someone else

Notice of this Special Ordinance Oversight Council Committee meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

Ordinance Oversight Council Committee Minutes
Special Meeting

July 23, 2020

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma. Chairman Pat Byrne called the meeting to order at 6:00 PM with Mayor Matt Dukes and *Councilmember Susan Eads. Staff Present: City Manager Tim Lyon, Assistant City Manager Vaughn Sullivan, City Attorney Heather Poole, City Prosecutor Vicki Floyd, City Clerk Sara Hancock, Community Development Director Billy Harless, City Planning Manager Kellie Gilles, Public Works Director Paul Streets, and Neighborhood Services Director Mike Stroh. Absent: None.

Discussion Items.

1. **Discussion and consideration to approve the minutes of the May 28, 2020 special meeting, as submitted.**

Dukes made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried.

2. **Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, by amending Section 5.2.3, Fencing and Screening; and providing for repealer and severability.**

After B. Harless, Staff and Council discussion, Dukes made a motion to not amend Section 5.2.3, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried

3. **Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations , by amending Subsection 5.7.2., Trash Dumpster(s) and Enclosure; and providing for repealer and severability.**

After B. Harless, Staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Subsection 5.7.2 to the full City Council, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried.

* Susan Eads arrived at 6:06 PM.

4. **Discussion and consideration of an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal, and Stormwater Quality, of the Midwest City Code; by amending Article II, Water; Division 1, Generally; Section 43-18; Section 43-32; Division 3, Meters; Section 43-54; Article III, Sewers and Sewage Disposal, Sections 43-106 and 43-109; Division 5, Other Provisions Relating to Taps and Connections, Sections 43- 166 and 43-178; Establishing and effective date; and providing for repealer and severability.**

After P. Streets, Staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Chapter 43 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

5. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Specific penalty for violations of Code; and providing for repealer and severability.

After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 1 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

6. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article 1 In General, Section 18-6 Violations; and providing for repealer and severability.

After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

7. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25 Container required; and providing for repealer and severability.

After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

8. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-1 Definitions; and providing for repealer and severability.

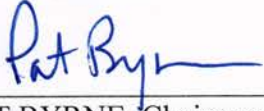
After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

9. Chapter 24 Motor Vehicles and Traffic, Article V, Stopping , Standing or Parking, Division 1 - Generally, Section 24-158 Prohibited in Specified Place; and providing for repealer and severability.

After V. Floyd, staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 24 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

10. Discussion and Consideration of Charter Edits. No Action Taken.

Adjournment. Chairman Byrne adjourned the meeting at 7:35 PM.



PAT BYRNE, Chairman

CITY OF MIDWEST CITY

ORDINANCE OVERSIGHT COUNCIL COMMITTEE AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

July 23, 2020 – 6:00 PM

A. **CALL TO ORDER.**

B. **DISCUSSION ITEMS.**

- 1.** Discussion and consideration to approve the minutes of the May 28, 2020 special meeting, as submitted.
- 2.** Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, by amending Section 5.2.3, Fencing and Screening; and providing for repealer and severability.
- 3.** Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) and Enclosure; and providing for repealer and severability.
- 4.** Discussion and consideration of an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal, and Stormwater Quality, of the Midwest City Code; by amending Article II, Water; Division 1, Generally; Section 43-18; Section 43-32; Division 3, Meters; Section 43-54; Article III, Sewers and Sewage Disposal, Sections 43-106 and 43-109; Division 5, Other Provisions Relating to Taps and Connections, Sections 43-166 and 43-178; Establishing and effective date; and providing for repealer and severability.
- 5.** Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Specific penalty for violations of Code; and providing for repealer and severability.
- 6.** Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article 1 In General, Section 18-6 Violations; and providing for repealer and severability.
- 7.** Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25 Container required; and providing for repealer and severability.
- 8.** Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-1 Definitions; and providing for repealer and severability.
- 9.** Chapter 24 Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1 – Generally, Section 24-158 Prohibited in Specified Place; and providing for repealer and severability.

10. Discussion and Consideration of Charter Edits.

C. ADJOURNMENT.



To make a special assistance request, call 739-1213 or email bbundy@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

The CDC recommendations will be followed to the extent allowed by the Oklahoma Open Meetings Act and temporary Amendment. Please stay home if you or anyone in your household is sick or think they may have had a COVID-19 exposure. If attending in person, please practice social distancing and wear a mask to protect yourself and others.

Notice of this Special Ordinance Oversight Council Committee meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

Ordinance Oversight Council Committee Minutes
Special Meeting

May 28, 2020

This meeting was held in the Midwest City Chambers at City Hall, 100 N. Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Pat Byrne called the meeting to order at 6:07 PM with Councilmember Susan Eads and Mayor Matt Dukes, and along with City Manager Tim Lyon, City Attorney, Heather Poole, City Prosecutor Vicki Floyd, City Clerk Sara Hancock, Police Chief Brandon Clabes, Lt. Steve Simonson, Community Development Director Billy Harless, and City Planning Manager Kellie Gilles. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the special January 6, 2020 meeting.** Eads made a motion to approve the minutes, as submitted, seconded by Dukes. Voting aye: Eads, Byrne and Dukes. Absent: None. Nay: none. Motion carried.
2. **Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations , of the Midwest City Code; by amending Section 4.5.2, Light Industrial: Restricted; Section 4.9.2, Use Chart and providing for repealer and severability and setting an effective date.** After Harless, Gilles, staff and Council discussion, Dukes made a motion to edit ordinance as discussed and submit to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
3. **Discussion and consideration of an Ordinance amending the Midwest City Municipal Code, chapter 26, Noise, Adding Section 4.1 Hours of Operation.** After Floyd, Poole, staff and Council discussion, Eads made a motion to edit ordinance as discussed and submit to the full City Council, seconded by Dukes. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.
4. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Article II, Offenses against morals, by amending Section 20; Disorderly House, establishing an effective date; and providing for repealer and severability.**

*Mayor Dukes left the meeting at 6:47 PM and returned at 6:49 PM

After Floyd, Poole, Clabes, Simonson, staff and Council discussion, Eads made a motion to edit ordinance as discussed and submit to the full City Council, seconded by Dukes. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

5. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, 1-15 Specific Penalty for Violations of Code; establishing an effective date; and providing for repealer and severability.**

After Floyd, Poole, and Council discussion, Dukes made a motion to submit to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

6. **Discussion of research related to amending the Midwest City Ordinances 28-54 Trespass.**
After Poole and Council discussion, no action was taken.

Adjournment. Chairman Byrne adjourned the meeting at 7:45 PM.

PAT BYRNE, Chairman



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Ordinance Review Committee

From: Billy Harless, Community Development Director

Date: July 23, 2020

Subject: Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, by amending Section 5.2.3, Fencing and Screening; and providing for repealer and severability.

This ordinance is being requested by a resident of Midwest City. Ms. LaDonna Barrientez of 300 N. Lawson has requested that the maximum allowable height for front and side yard fences be extended for larger lots – one (1) acre or more.

Currently, the code allows front and side yard fences to extend past the front and side building lines when the fence is no more than 4' in height and is 50% opaque so as not to impair vision of drivers on the street or people backing from driveways. Ms. Barrientez is requesting that for lots at least one (1) acre in size but less than two (2) acres, the maximum allowable height be 5 ½' for the fence and 6 ½' for the columns and for lots two (2) acres in size or more, the maximum allowable height be 6 ½' for the fence and 7 ½' for the columns.

Staff recommends that the ordinance remain as it currently is, with the maximum allowable height for a fence extending past the front and/or side building line being 4'. Staff has not received complaints about the current ordinance from any other citizens. Allowing different heights for different lot sizes will be difficult for code enforcement to recognize when a fence is or is not in compliance.

Billy Harless, AICP
Community Development Director

KG

**AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE
MIDWEST CITY CODE, BY AMENDING SECTION 5.2.3, FENCING AND
SCREENING; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.2.3, Fencing and Screening, to read as follows:

5.2.3. Fencing and Screening.

Residential fences and walls may be erected in residential districts under the following provisions and regulations. A permit must first be obtained from the city before any residential fence is constructed.

- (A) Fencing and screening requirements for medium and high density residential districts with multifamily uses. Only properties zoned 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District are permitted to have fences and walls beyond or in front of the front building line. The properties must be developed with 4.2.4., Multifamily Residential. A fence may then be constructed to the front property line.
- (1) All fencing extending beyond or in front of a front building line or extending to a side building line abutting a dedicated public street shall be wrought iron or wrought iron-like to allow visibility into the complex by a person standing on ground level or sitting in a vehicle.
- a. Wrought iron or wrought iron-like fences shall be constructed so as to eliminate the possibility of a child becoming trapped between the wrought iron rails and shall not have any sharp points on top of or on any other portion of the fences that may cause bodily harm.
- b. Wrought iron or wrought iron-like fences may be installed with or without masonry pillars.
- c. If security gates are installed, provisions shall be made for emergency vehicle access such as: (1) security gate guard manning the gate whenever the gate is closed or (2) an emergency system designed to allow entrance by emergency vehicles. Security gates must be approved by the city prior to installation. Provision shall be made for sanitation pick-up and water meter reading by the city if gates are to be installed that would not be manned by a twenty-four-hour security gate guard.
- d. If a gate is installed, the gate shall be located a distance of no less than fifty (50) feet from the back of the curb of the public street to the front of the gate so as to allow a minimum of three (3) automobiles to be located completely off the public street.
- (B) Fencing and screening requirements for two-Family and single-family residential districts.
- (1) **Fencing and screening** Fencing and screening, including hedges, are prohibited from extending into the street right-of-way.
- (2) Fences extending past front or side building lines including ornamental fences for lots less than one (1) acre in size. Except as authorized in 5.2.3.(A), Fencing and screening requirements for medium and high density residential districts with multifamily uses, properties are permitted to have ornamental fences up to four (4) feet in height located, placed, or erected to the front and side property lines of the residence. Such fences shall meet the following provisions and regulations:
- (a) Maximum of four (4) feet in height as measured from the ground level;
- (b) A minimum of fifty (50) percent of the total fence area must be open to allow visibility into the front or side yard (i.e. chain-link or picket fence);

(c) Any fence in front of the front or side building line in excess of four (4) feet must be approved, prior to its installation, by the Board of Adjustment pursuant to 7.8.2.(G). Provide for fencing in front of front and side setback building lines.

~~(3) Fences extending past front or side building lines including ornamental fences for lots one (1) acre or larger. Properties are permitted to have ornamental fences located, placed or erected to the front and side property lines of the residences. Such fences shall meet the following provisions and regulations:~~

~~(a) Maximum height of 5 ½' with columns not to exceed 6 ½' for lots one (1) acre or more but not exceeding two (2) acres.~~

~~(b) Maximum height of 6 ½' with columns not to exceed 7 ½' for lots two (2) acres or more.~~

~~(c) A minimum of fifty (50) percent of the total fence area must be open to allow visibility into the front or side yard (i.e. chain-link or picket fence)~~

~~(4)~~ (4) Fence material. Fencing material must be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner.

(a) Approved fence materials in two-family and single-family districts include wood, vinyl, wrought iron, brick/stone and chain-link.

(b) Prohibited fence materials in two-family and single-family districts include sheet metal, plastic or plywood. Stockade (i.e. wood) posts are prohibited. Only the caps of posts or poles may extend past the top of the fence line.

~~(5)~~ (5) Rear yard height limitation. In rear yards the height limitation shall be eight (8) feet from ground level.

~~(6)~~ (6) Sight triangle. No fence, wall, or hedge or any portion thereof shall be located in the sight triangle in accordance with 5.6.3., Sight Lines at Intersections.

~~(7)~~ (7) Surface drainage. No fence or wall shall be constructed in such a manner as to impede the normal flow of surface drainage.

~~(8)~~ (8) Safety. On lots smaller than one (1) acre, no electrified fence or wall or any fence containing barbed wire or other substances reasonably capable of causing bodily harm shall be permitted.

~~(9)~~ (9) Permit fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.

~~(10)~~ (10) Construction prior to occupancy. Where a fence is constructed on a property within any zoning district prior to occupancy, no use or conversion of use shall be made of the property until the owner or occupant has met the requirements of this Code.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

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AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE, BY AMENDING SECTION 5.2.3, FENCING AND SCREENING; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.2.3, Fencing and Screening, to read as follows:

5.2.3. Fencing and Screening.

Residential fences and walls may be erected in residential districts under the following provisions and regulations. A permit must first be obtained from the city before any residential fence is constructed.

- (A) Fencing and screening requirements for medium and high density residential districts with multifamily uses. Only properties zoned 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District are permitted to have fences and walls beyond or in front of the front building line. The properties must be developed with 4.2.4., Multifamily Residential. A fence may then be constructed to the front property line.
- (1) All fencing extending beyond or in front of a front building line or extending to a side building line abutting a dedicated public street shall be wrought iron or wrought iron-like to allow visibility into the complex by a person standing on ground level or sitting in a vehicle.
- a. Wrought iron or wrought iron-like fences shall be constructed so as to eliminate the possibility of a child becoming trapped between the wrought iron rails and shall not have any sharp points on top of or on any other portion of the fences that may cause bodily harm.
- b. Wrought iron or wrought iron-like fences may be installed with or without masonry pillars.
- c. If security gates are installed, provisions shall be made for emergency vehicle access such as: (1) security gate guard manning the gate whenever the gate is closed or (2) an emergency system designed to allow entrance by emergency vehicles. Security gates must be approved by the city prior to installation. Provision shall be made for sanitation pick-up and water meter reading by the city if gates are to be installed that would not be manned by a twenty-four-hour security gate guard.
- d. If a gate is installed, the gate shall be located a distance of no less than fifty (50) feet from the back of the curb of the public street to the front of the gate so as to allow a minimum of three (3) automobiles to be located completely off the public street.
- (B) Fencing and screening requirements for two-Family and single-family residential districts.
- (1) Fencing and screening Fencing and screening, including hedges, are prohibited from extending into the street right-of-way.
- (2) Fences extending past front or side building lines including ornamental fences for lots less than one (1) acre in size. Except as authorized in 5.2.3.(A), Fencing and screening requirements for medium and high density residential districts with multifamily uses, properties are permitted to have ornamental fences up to four (4) feet in height located, placed, or erected to the front and side property lines of the residence. Such fences shall meet the following provisions and regulations:
- (a) Maximum of four (4) feet in height as measured from the ground level;
- (b) A minimum of fifty (50) percent of the total fence area must be open to allow visibility into the front or side yard (i.e. chain-link or picket fence);

- (c) Any fence in front of the front or side building line in excess of four (4) feet must be approved, prior to its installation, by the Board of Adjustment pursuant to 7.8.2.(G), Provide for fencing in front of front and side setback building lines.
- (3) Fences extending past front or side building lines including ornamental fences for lots one (1) acre or larger. Properties are permitted to have ornamental fences located, placed or erected to the front and side property lines of the residences. Such fences shall meet the following provisions and regulations:
- (a) Maximum height of 5 ½' with columns not to exceed 6 ½' for lots one (1) acre or more but not exceeding two (2) acres.
 - (b) Maximum height of 6 ½' with columns not to exceed 7 ½' for lots two (2) acres or more.
 - (c) A minimum of fifty (50) percent of the total fence area must be open to allow visibility into the front or side yard (i.e. chain-link or picket fence)
- (4) Fence material. Fencing material must be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner.
- (a) Approved fence materials in two-family and single-family districts include wood, vinyl, wrought iron, brick/stone and chain-link.
 - (b) Prohibited fence materials in two-family and single-family districts include sheet metal, plastic or plywood. Stockade (i.e. wood) posts are prohibited. Only the caps of posts or poles may extend past the top of the fence line.
- (5) Rear yard height limitation. In rear yards the height limitation shall be eight (8) feet from ground level.
- (6) Sight triangle. No fence, wall, or hedge or any portion thereof shall be located in the sight triangle in accordance with 5.6.3., Sight Lines at Intersections.
- (7) Surface drainage. No fence or wall shall be constructed in such a manner as to impede the normal flow of surface drainage.
- (8) Safety. On lots smaller than one (1) acre, no electrified fence or wall or any fence containing barbed wire or other substances reasonably capable of causing bodily harm shall be permitted.
- (9) Permit fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.
- (10) Construction prior to occupancy. Where a fence is constructed on a property within any zoning district prior to occupancy, no use or conversion of use shall be made of the property until the owner or occupant has met the requirements of this Code.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Ordinance Review Committee

From: Billy Harless, Community Development Director

Date: July 23, 2020

Subject: Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) and Enclosure; and providing for repealer and severability.

This ordinance is being requested by Public Works and Community Development staff. Currently, the Zoning Ordinance requires a minimum 10' wide clear space when the enclosure gates are open for servicing the dumpsters. Due to the size of our sanitation trucks, they are unable to safely service enclosures with a 10' wide opening. Public Works staff members have asked that the Zoning Ordinance be updated to reflect a minimum 12' wide width and have submitted dimension details that they wish to be included in the ordinance. These details can be provided to developers to ensure compliance.

Engineering staff has also asked that language be added to the ordinance to ensure that dumpster enclosures are not located over dedicated utility easements.

Billy Harless, AICP
Community Development Director

KG

ORDINANCE NO. _____

**AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE
MIDWEST CITY CODE, SECTION 5, SUPPLEMENTAL REGULATIONS, BY
AMENDING SUBSECTION 5.7.2., TRASH DUMPSTER(S) AND ENCLOSURE; AND
PROVIDING FOR REPEALER AND SEVERABILITY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) Enclosure, to read as follows:

5.7.2. Trash Dumpster(s) and Enclosure

(A) *Dumpster Requirements.*

- (1) All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Director in compliance with code.
- (2) All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall ~~brick-masonry~~ walls.
- (3) Such enclosures shall have inside dimensions of no less than ~~ten (10)~~ twelve (12)
- (4) Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) ~~ten~~-foot wide clear space when open.
- (5) A locking device shall be installed on the gates.
- (6) Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) *Dumpster Site Location.*

- (1) At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
 - a. Such location shall not occupy any designated parking space, dedicated right-of-way, easement and/or create any traffic sight hazard.
- (2) An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

(C) *Drains Prohibited in Dumpster Site Location.*

- (1) No drains of any type shall be permitted within the design of the dumpster enclosure.

(D) *Continuously Housed.*

- (1) The dumpster(s) shall be housed inside the enclosure at all times when not being serviced.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

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PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE
MIDWEST CITY CODE, SECTION 5, SUPPLEMENTAL REGULATIONS, BY
AMENDING SUBSECTION 5.7.2., TRASH DUMPSTER(S) AND ENCLOSURE; AND
PROVIDING FOR REPEALER AND SEVERABILITY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) Enclosure, to read as follows:

5.7.2. Trash Dumpster(s) and Enclosure

(A) *Dumpster Requirements.*

- (1) All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Director in compliance with code.
- (2) All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
- (3) Such enclosures shall have inside dimensions of no less than twelve (12)
- (4) Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) -foot wide clear space when open.
- (5) A locking device shall be installed on the gates.
- (6) Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) *Dumpster Site Location.*

- (1) At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
 - a. Such location shall not occupy any designated parking space, dedicated right-of-way, easement and/or create any traffic sight hazard.
- (2) An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

(C) *Drains Prohibited in Dumpster Site Location.*

- (1) No drains of any type shall be permitted within the design of the dumpster enclosure.

(D) *Continuously Housed.*

- (1) The dumpster(s) shall be housed inside the enclosure at all times when not being serviced.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

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PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director
pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer
pmenefee@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: 23 July 2020

Subject: Discussion and consideration of an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal, and Stormwater Quality, of the Midwest City Code; by amending Article II, Water; Division 1, Generally; Section 43-18; Section 43-32; Division 3, Meters; Section 43-54; Article III, Sewers and Sewage Disposal, Sections 43-106 and 43-109; Division 5, Other Provisions Relating to Taps and Connections, Sections 43-166 and 43-178; Establishing and effective date; and providing for repealer and severability.

The proposed amendment to Chapter 43 Article II Water, Division 1 Generally, Division 3 Meters, Article III Sewers and Sewage Disposal, Division 1 Generally, and Division 5 Other Provisions Relating to Taps and Connections, adds language needed to support current policies or operations.

Action is at the discretion of the Mayor and Council.

Respectfully,

R. Paul Streets
Public Works Director

Attached: Midwest City Ordinance Chapter 43 with Recommended Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE; BY AMENDING ARTICLE II, WATER; DIVISION 1, GENERALLY; SECTION 43-18; SECTION 43-32; DIVISION 3, METERS; SECTION 43-54; ARTICLE III, SEWERS AND SEWAGE DISPOSAL, SECTIONS 43-106 AND 43-109; DIVISION 5, OTHER PROVISIONS RELATING TO TAPS AND CONNECTIONS, SECTIONS 43-166 AND 43-178; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article II, Water; Section 43-18, Installation fees; meter installation, etc., is hereby amended to read as follows:

Sec. 43-18. Installation fees; meter installation, etc.

- (a) The fees for installation of water service and meter shall be as determined on a schedule of fees provided by the ~~environmental services~~ Public Works ~~Director~~ or designee prior to July 1st of each calendar year or, as the cost of materials and labor increase or decrease, the schedule shall be revised to reflect the increases or decreases in cost as necessary, after approval by the council. Fees for connection to the water system and installation or purchase of a water meter shall be paid at the time the building permit is issued. All meters ~~and meter boxes~~ shall be furnished and installed by the city.
- ~~(b) No meter will be set in a location other than a designated public easement on the property to be serviced; provided, however, in residential, office, commercial and industrial condominium developments, common areas may be used for utility service lines when so designated by easement with said easement being filed in the office of the county clerk. At no time shall a meter be set in a driveway, street, sidewalk or parking lot. If a service line has already been connected to the water main prior to the building construction, the city shall not be responsible if the service line is installed in an inappropriate or inconvenient location.~~
- ~~(c)~~ (e) If a service line has been connected to the city water main to service a particular lot and there are subsequent lot splits and the installed service line does not meet the requirements of the new lot boundary or greenbelt requirement, the owner of the lot or lots shall be responsible for providing proper service line connections to the designated lot or lots.
- ~~(c)~~ (d) In general, the required meter shall be the same size as the service lines. The meter shall not exceed the size of the service line. (i.e. 1 1/2" meter on a 1" service line)

(ed) In all cases where meters, meter boxes, transmitters, antennae, or related equipment are lost, damaged or broken by carelessness or negligence of the property owner, or anyone working for or under the general supervision of the property owner, they shall be replaced or repaired by or under the direction of the environmental services director and the cost will be levied to the property owner. During construction, the builder shall be charged with the care and protection of the meter and related equipment, water lines and meter boxes. If the meter or related equipment, water lines, or meter boxes are broken or damaged, it shall be prima facie negligence of the builder. The items shall be replaced or repaired by or under the direction of the environmental service director and the cost will be levied to the builder. The city shall be responsible only for the proper functioning and registry of the water meter.

SECTION 2. That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article II, Water; Section 43-32, Water extension, connection prerequisite to building permit, is hereby amended to read as follows:

Sec. 43-32. - Water extension, connection prerequisite to building permit.

- (a) No building permit for construction of a new building, relocation of a building, for an addition to an existing building, with said addition expanding the size of the existing structure by fifty (50) percent or no permit for a portable or temporary building when used as the primary structure shall be issued for commercial, apartments, industrial or institutional uses until an approved public water supply is extended to and across the frontage of the property as required by this article. No change in use of an existing building if required by fire prevention codes shall be issued for commercial, apartments, industrial or institutional uses until an approved public water supply is extended to and across the frontage of the property as required by this article. The public water extension and its service connections to the property shall be constructed at no cost to the city.
- (b) All residential subdivisions (excluding short form plats) shall connect to city water when an existing water main serves any quarter section in which the subdivision is wholly or partially located or is within one-half-mile of any exterior boundary of the subdivision, whichever is the greater distance.
- (c) All water line main construction must conform to the city standards and specifications and plans approved by the city engineer. The size of all water lines shall be in accordance with water master plan on file in the city engineer's office. All water lines along the approximate half-section line shall be a minimum of eight (8) inches in size.
- (d) For all residential short form plats and single-family building permits, the water line shall be extended across all frontages if any portion of the property in the short form plat or building permit is within one hundred fifty (150) feet excluding street right-of-way of an existing water line.
- (e) No construction shall be permitted above floor level until water lines and fire hydrants have been installed and accepted by the city.

(f) A final inspection of all City owned water infrastructure shall be required before a Certificate of Occupancy shall be issued. The Line Maintenance Supervisor or designee shall make available a list of requirements at the request of the owner/builder.

SECTION 3. That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article II, Water; Division 3, Meters; Section 43-54, Cost of moving services or fire hydrants, is hereby amended to read as follows:

Sec. 43-54. – Location and Cost of moving services or fire hydrants.

If a service line or fire hydrant has already been connected to the water main prior to the building construction, the city shall not be responsible if the service line or fire hydrant is installed in an inappropriate or inconvenient location

There shall be, where applicable, a charge for moving a fire hydrant or meter service line based upon the actual cost of labor, equipment and material. The City reserves the right to require such movements to be performed by an approved Utility Contractor at the sole expense of the requestor. The contract shall be between the requestor and the contractor only. All modifications shall be considered “installation” and be required to fulfill all requirements of Chapter 43 Section 5

(a) Fire hydrants shall be located in an area to allow a minimum of five (5) foot of clearance from all immovable objects i.e: mailboxes, trees, fence, rocks, or signs. All fire hydrants shall be located three (3) foot from all driveways and roadways. At the discretion of the Public Works Director or designee additional protection of fire hydrants may be required, such protection may include but not limited to bollard pole(s), additional curbing and parking stops.

(b) No meter will be set in a location other than a green belt on designated public easement on the property to be serviced; provided, however, in residential, office, commercial and industrial condominium developments, common areas may be used for utility service lines when so designated by easement with said easement being filed in the office of the county clerk. At no time shall a meter be set in a driveway, street, sidewalk or parking lot. Beginning at the outer edge of the meter box/vault there shall be required a two (2) foot horizontal green belt buffer zone and a vertical clearance zone of five (5) feet. Vertical clearance obstructions includes but is not limited to: grass, flowers, shrubs, trees, signs, mailboxes, vehicles, trailers, debris for collection or landscaping that rises above the meter box lid and may interfere with the communication requirements of the meter. Any items that are in violation of the clearance area are subject to removal by the owner. At the discretion of the Public Works Director or designee additional protection measures of meters may be required, such protection may include but not limited to bollard pole, additional curbing and parking stops.

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2 **SECTION 4.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article
3 III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-106, Damaging, tampering
4 facilities, is hereby amended to read as follows:

5 **Sec. 43-106. - Damaging, tampering, obstructing access withof facilities.**

6 (a) No unauthorized person shall maliciously, willfully, or negligently break, damage, de-
7 stroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is
8 a part of the sewerage works.

9 (a)(b) Access to the POTW shall be provided as needed to authorized personnel. There
10 shall be a five (5) foot horizontal clearance area around all manhole or vault access
11 points, this includes but not limited to fencing, trees, shrubs, debris, buildings, mailboxes,
12 decks, pools, pet containment areas, vehicles, trailers, etc. Any items that are in violation
13 of the clearance area are subject to removal by the owner.

14 **SECTION 5.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article
15 III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-109, Sewer connection
16 prerequisite to building permit, is hereby amended to read as follows:

17 **Sec. 43-109. - Sewer connection prerequisite to building permit.**

18 (a) No building permit for construction of a new building or relocation of a building shall be
19 issued for property located within three hundred (300) feet of a public sewer, unless the public
20 sewer is extended to an easement abutting the property and the sewage facilities of the prop-
21 erty are tied onto the public sewer. The public sewer extension, if necessary, and its service
22 connections to the property shall be constructed at no cost to the city. Provided however for
23 commercial and industrial development not part of the subdivision of land, the building permit
24 may be issued prior to the installation of the requirements subject to the conditions contained
25 in section 38-94(a)(2) and/or (c).

26 (b) Any property owner aggrieved by the prohibitions of subsection (a) of this section may file
27 an appeal to the city council. The appeal shall be in writing and shall state the reasons for
28 appeal. At least five (5) days prior to the hearing on the appeal, notice of the time and place
29 of the hearing shall be given to the person who filed the appeal and abutting property owners.
A fee of sixty dollars (\$60.00) must be paid at the time the appeal is filed.

30 (c) A final inspection of the private and POTW sewer infrastructure shall be required before
31 a Certificate of Occupancy shall be issued. The Line Maintenance Supervisor shall make
32 available a list of requirements at the request of the owner/builder.

1 **SECTION 6.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article
2 III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections;
3 Section 43-166, Charge for sewer main taps, is hereby amended to read as follows:

4 **Section 43-166. – Charge for sewer main taps.**

5 ~~If the plumbing contractor elects to have the city perform the tap and saddle installation, a fee of~~
6 ~~sixty dollars (\$60.00) shall be assessed for each sewer tap made.~~ Nothing in this article shall be
7 construed to allow a homeowner or any other unlicensed person to perform a sewer tap. All taps
8 shall be made by a plumbing contractor.

9 **SECTION 7.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article
10 III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections;
11 Section 43-178, Authority to discontinue service, is hereby amended to read as follows:

12 **Sec. 43-178. - Authority to discontinue service.**

13 (a) Nothing contained in this division shall be construed as binding the city to agree to continue
14 any of the sewerage services to be contracted for hereunder, nor shall anything contained in
15 this division prevent the city from discontinuing any sewerage services when, in the judgment
16 of the city council, the sanitary sewerage facilities of the city are no longer adequate to handle
17 such sewerage services or when in the judgment of the council the continuance of any sewerage
18 services will interfere with the proper functioning of the city's sanitary sewerage facilities.

19 (b) This section shall not be applicable where the city council enters into a contract for a definite
20 period of time for the disposal of sewage.

21 (c) The Director and/or designee reserves the right to discontinue sewer service by all neces-
22 sary means including but not limited to shutting off water supply, whenever the discharge to
23 the POTW violates Sec. 43-274 or whenever Public Health and/or Environmental concerns
24 are present.

25 **SECTION 8.** EFFECTIVE DATE. This ordinance shall be effective on and after the ____ day of
26 July, 2020.

27 **SECTION 9.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
28 repealed.

29 **SECTION 10.** SEVERABILITY. If any section, sentence, clause or portion of this ordinance is
for any reason held to be invalid, such decision shall not affect the validity of the remaining
portions of the ordinance.

1 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
2 on the ____ day of _____, 2020.

3
4 CITY OF MIDWEST CITY, OKLAHOMA

5
6 _____
7 MATTHEW D. DUKES, II, Mayor

8 ATTEST:

9 _____
10 SARA HANCOCK, City Clerk

11 APPROVED as to form and legality this ____ day of _____, 2020.

12
13 _____
14 HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE; BY AMENDING ARTICLE II, WATER; DIVISION 1, GENERALLY; SECTION 43-18; SECTION 43-32; DIVISION 3, METERS; SECTION 43-54; ARTICLE III, SEWERS AND SEWAGE DISPOSAL, SECTIONS 43-106 AND 43-109; DIVISION 5, OTHER PROVISIONS RELATING TO TAPS AND CONNECTIONS, SECTIONS 43-166 AND 43-178; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article II, Water; Section 43-18, Installation fees; meter installation, etc., is hereby amended to read as follows:

Sec. 43-18. Installation fees; meter installation, etc.

- (a) The fees for installation of water service and meter shall be as determined on a schedule of fees provided by the Public Works Director or designee prior to July 1st of each calendar year or, as the cost of materials and labor increase or decrease, the schedule shall be revised to reflect the increases or decreases in cost as necessary, after approval by the council. Fees for connection to the water system and installation or purchase of a water meter shall be paid at the time the building permit is issued. All meters shall be furnished and installed by the city.
- (b) If a service line has been connected to the city water main to service a particular lot and there are subsequent lot splits and the installed service line does not meet the requirements of the new lot boundary or greenbelt requirement, the owner of the lot or lots shall be responsible for providing proper service line connections to the designated lot or lots.
- (c) In general, the required meter shall be the same size as the service lines. The meter shall not exceed the size of the service line. *(i.e. 1 1/2" meter on a 1" service line)*
- (d) In all cases where meters, meter boxes, transmitters, antennae, or related equipment are lost, damaged or broken by carelessness or negligence of the property owner, or anyone working for or under the general supervision of the property owner, they shall be replaced or repaired by or under the direction of the environmental services director and the cost will be levied to the property owner. During construction, the builder shall be charged with the care and protection of the meter and related equipment, water lines and meter boxes. If the meter or related equipment, water lines, or meter boxes are broken or damaged, it shall be prima facie negligence of the builder. The items shall be replaced or repaired by or under the direction of the

1 environmental service director and the cost will be levied to the builder. The city shall be
2 responsible only for the proper functioning and registry of the water meter.

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4 **SECTION 2.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article
5 II, Water; Section 43-32, Water extension, connection prerequisite to building permit, is hereby
6 amended to read as follows:

7 **Sec. 43-32. - Water extension, connection prerequisite to building permit.**

- 8 (a) No building permit for construction of a new building, relocation of a building, for an addi-
9 tion to an existing building, with said addition expanding the size of the existing structure by
10 fifty (50) percent or no permit for a portable or temporary building when used as the primary
11 structure shall be issued for commercial, apartments, industrial or institutional uses until an
12 approved public water supply is extended to and across the frontage of the property as required
13 by this article. No change in use of an existing building if required by fire prevention codes
14 shall be issued for commercial, apartments, industrial or institutional uses until an approved
15 public water supply is extended to and across the frontage of the property as required by this
16 article. The public water extension and its service connections to the property shall be con-
17 structed at no cost to the city.
- 18 (b) All residential subdivisions (excluding short form plats) shall connect to city water when an
19 existing water main serves any quarter section in which the subdivision is wholly or partially
20 located or is within one-half-mile of any exterior boundary of the subdivision, whichever is
21 the greater distance.
- 22 (c) All water line main construction must conform to the city standards and specifications and
23 plans approved by the city engineer. The size of all water lines shall be in accordance with
24 water master plan on file in the city engineer's office. All water lines along the approximate
25 half-section line shall be a minimum of eight (8) inches in size.
- 26 (d) For all residential short form plats and single-family building permits, the water line shall be
27 extended across all frontages if any portion of the property in the short form plat or building
28 permit is within one hundred fifty (150) feet excluding street right-of-way of an existing water
29 line.
- 30 (e) No construction shall be permitted above floor level until water lines and fire hydrants have
31 been installed and accepted by the city.
- 32 (f) A final inspection of all City owned water infrastructure shall be required before a Certificate
33 of Occupancy shall be issued. The Line Maintenance Supervisor or designee shall make
34 available a list of requirements at the request of the owner/builder.

35 **SECTION 3.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article

II, Water; Division 3, Meters; Section 43-54, Cost of moving services or fire hydrants, is hereby amended to read as follows:

Sec. 43-54. – Location and cost of moving services or fire hydrants.

If a service line or fire hydrant has already been connected to the water main prior to the building construction, the city shall not be responsible if the service line or fire hydrant is installed in an inappropriate or inconvenient location

There shall be, where applicable, a charge for moving a fire hydrant or meter service line based upon the actual cost of labor, equipment and material. The City reserves the right to require such movements to be performed by an approved Utility Contractor at the sole expense of the requestor. The contract shall be between the requestor and the contractor only. All modifications shall be considered “installation” and be required to fulfill all requirements of Chapter 43 Section 5 (a) Fire hydrants shall be located in an area to allow a minimum of five (5) foot of clearance from all immovable objects i.e: mailboxes, trees, fence, rocks, or signs. All fire hydrants shall be located three (3) foot from all driveways and roadways. At the discretion of the Public Works Director or designee additional protection of fire hydrants may be required, such protection may include but not limited to bollard pole(s), additional curbing and parking stops.

(b) No meter will be set in a location other than a green belt on designated public easement on the property to be serviced; provided, however, in residential, office, commercial and industrial condominium developments, common areas may be used for utility service lines when so designated by easement with said easement being filed in the office of the county clerk. At no time shall a meter be set in a driveway, street, sidewalk or parking lot. Beginning at the outer edge of the meter box/vault there shall be required a two (2) foot horizontal green belt buffer zone and a vertical clearance zone of five (5) feet. Vertical clearance obstructions includes but is not limited to: grass, flowers, shrubs, trees, signs, mailboxes, vehicles, trailers, debris for collection or landscaping that rises above the meter box lid and may interfere with the communication requirements of the meter. Any items that are in violation of the clearance area are subject to removal by the owner. At the discretion of the Public Works Director or designee additional protection measures of meters may be required, such protection may include but not limited to bollard pole, additional curbing and parking stops.

SECTION 4. That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-106, Damaging, tampering facilities, is hereby amended to read as follows:

1 **Sec. 43-106. - Damaging, tampering, obstructing access offacilities.**

- 2 (a) No unauthorized person shall maliciously, willfully, or negligently break, damage, de-
- 3 stroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is
- 4 a part of the sewerage works.
- 5 (b) Access to the POTW shall be provided as needed to authorized personnel. There shall be
- 6 a five (5) foot horizontal clearance area around all manhole or vault access points, this
- 7 includes but not limited to fencing, trees, shrubs, debris, buildings, mailboxes, decks,
- 8 pools, pet containment areas, vehicles, trailers, etc. Any items that are in violation of the
- 9 clearance area are subject to removal by the owner.

10 **SECTION 5.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article

11 III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-109, Sewer connection

12 prerequisite to building permit, is hereby amended to read as follows:

13 **Sec. 43-109. - Sewer connection prerequisite to building permit.**

- 14 (a) No building permit for construction of a new building or relocation of a building shall be
- 15 issued for property located within three hundred (300) feet of a public sewer, unless the public
- 16 sewer is extended to an easement abutting the property and the sewage facilities of the prop-
- 17 erty are tied onto the public sewer. The public sewer extension, if necessary, and its service
- 18 connections to the property shall be constructed at no cost to the city. Provided however for
- 19 commercial and industrial development not part of the subdivision of land, the building permit
- 20 may be issued prior to the installation of the requirements subject to the conditions contained
- 21 in section 38-94(a)(2) and/or (c).
- 22 (b) Any property owner aggrieved by the prohibitions of subsection (a) of this section may file
- 23 an appeal to the city council. The appeal shall be in writing and shall state the reasons for
- 24 appeal. At least five (5) days prior to the hearing on the appeal, notice of the time and place
- 25 of the hearing shall be given to the person who filed the appeal and abutting property owners.
- 26 A fee of sixty dollars (\$60.00) must be paid at the time the appeal is filed.
- 27 (c) A final inspection of the private and POTW sewer infrastructure shall be required before
- 28 a Certificate of Occupancy shall be issued. The Line Maintenance Supervisor shall make
- 29 available a list of requirements at the request of the owner/builder.

30 **SECTION 6.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article

31 III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections;

32 Section 43-166, Charge for sewer main taps, is hereby amended to read as follows:

33 **Section 43-166. – Charge for sewer main taps.**

Nothing in this article shall be construed to allow a homeowner or any other unlicensed person to perform a sewer tap. All taps shall be made by a plumbing contractor.

SECTION 7. That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections; Section 43-178, Authority to discontinue service, is hereby amended to read as follows:

Sec. 43-178. - Authority to discontinue service.

- (a) Nothing contained in this division shall be construed as binding the city to agree to continue any of the sewerage services to be contracted for hereunder, nor shall anything contained in this division prevent the city from discontinuing any sewerage services when, in the judgment of the city council, the sanitary sewerage facilities of the city are no longer adequate to handle such sewerage services or when in the judgment of the council the continuance of any sewerage services will interfere with the proper functioning of the city's sanitary sewerage facilities.
- (b) This section shall not be applicable where the city council enters into a contract for a definite period of time for the disposal of sewage.
- (c) The Director and/or designee reserves the right to discontinue sewer service by all necessary means including but not limited to shutting off water supply, whenever the discharge to the POTW violates Sec. 43-274 or whenever Public Health and/or Environmental concerns are present.

SECTION 8. EFFECTIVE DATE. This ordinance shall be effective on and after the ____ day of July, 2020.

SECTION 9. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: July 17, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1 General Provisions, Section 1-15 Specific Penalty for Violations of Code; and providing for repealer and severability.

The proposed amendment to Chapter 1 General Provisions, Section 1-15 Specific Penalty adds fines, in a graduated manner, for violations of placement and use of refuse containers. This was requested by both Code Enforcement and Utilities.

Action is at the discretion of Mayor and Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1 GENERAL PROVISIONS, SECTION 1-15 SPECIFIC PENALTY FOR VIOLATIONS OF CODE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter One, General Provisions, Specific penalty for violations of Code is hereby amended to read as follows:

Sec. 1-15. - Specific penalty for violations of Code.

The following table is adopted with regard to specific violations of this Code, including the maximum fine and imprisonment for each specific offense noted:

Chapter	Section	Maximum Fine	Imprisonment
5	5-42(b)	\$ 200.00	10 days
	5-51	1,000.00	60 days
	5-90	200.00	
	5-90.1(a)	1,000.00	90 days
	5-91	200.00	
18	18-25		
	First Offense	100.00	
	Second Offense	200.00	
	Third Offense	500.00	
24	24-81(a)	300.00	30 days

	<u>24-81(b)</u>	200.00	
	<u>24-83</u>	600.00	60 days
	<u>24-84</u>	300.00	
	<u>24-88</u>	800.00	60 days
	<u>24-88.1</u>	600.00	60 days
	<u>24-88.2(c)(1)</u>	800.00	60 days
	<u>24-88.2(c)(2)</u>	200.00	
	<u>24-89</u>	300.00	30 days
	<u>24-90</u>	600.00	60 days
	<u>24-143</u>	200.00	
	<u>24-145</u>	300.00	30 days
	<u>24-203</u>		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
<u>27</u>	All Nuisances		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days

	27-44	500.00	30 days
28	28-8	800.00	60 days
	28-9	800.00	60 days
	28-25	100.00	30 days
	28-40	300.00	30 days
	28-41	750.00	60 days
	28-43	600.00	60 days
	28-54	300.00	30 days
	28-57		
	First Offense	500.00	60 days
	Second Offense	600.00	60 days
	Third Offense	750.00	60 days
	28-57.1	600.00	60 days
	28-58	450.00	30 days
	28-60	450.00	30 days
	28-61	450.00	30 days
	28-62	450.00	30 days
	28-75	600.00	60 days
	28-86	750.00	60 days

	<u>28-86.1</u>	750.00	60 days
	<u>28-90</u>	750.00	60 days
	<u>28-90.1</u>	600.00	60 days
	<u>28-104</u>	750.00	60 days
	<u>28-122</u>	500.00	30 days
	<u>28-123</u>	500.00	30 days
	<u>28-124</u>	750.00	60 days
	<u>28-125</u>	300.00	30 days
	<u>28-127</u>	500.00	60 days
	<u>28-128</u>	800.00	60 days
	<u>28-133</u> (a)	800.00	60 days
	<u>28-133</u> (b)(3)		
	First and Second Offenses	100.00	
	Third and Subsequent Offenses	400.00	
	<u>28-133</u> (b)(4)		
	First and Second Offenses	100.00	10 days
	Third and Subsequent Offenses	800.00	60 days

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

1 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
2 any reason held to be invalid, such decision shall not affect the validity of the remaining
3 provisions of the ordinance.
4

5 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
6 Oklahoma, this _____ day of _____, 2020.
7

8 THE CITY OF MIDWEST CITY, OKLAHOMA
9

10
11
12 _____
13 MATTHEW D. DUKES, II, Mayor

14 ATTEST:
15

16
17 _____
18 SARA HANCOCK, City Clerk

19 Approved as to form and legality this _____ day of _____, 2020.
20

21
22 _____
23 HEATHER POOLE, City Attorney
24

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1 GENERAL PROVISIONS, SECTION 1-15 SPECIFIC PENALTY FOR VIOLATIONS OF CODE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter One, General Provisions, Specific penalty for violations of Code is hereby amended to read as follows:

Sec. 1-15. - Specific penalty for violations of Code.

The following table is adopted with regard to specific violations of this Code, including the maximum fine and imprisonment for each specific offense noted:

Chapter	Section	Maximum Fine	Imprisonment
5	5-42(b)	\$ 200.00	10 days
	5-51	1,000.00	60 days
	5-90	200.00	
	5-90.1(a)	1,000.00	90 days
	5-91	200.00	
18	18-25		
	First Offense	100.00	
	Second Offense	200.00	
	Third Offense	500.00	
24	24-81(a)	300.00	30 days

	<u>24-81(b)</u>	200.00	
	<u>24-83</u>	600.00	60 days
	<u>24-84</u>	300.00	
	<u>24-88</u>	800.00	60 days
	<u>24-88.1</u>	600.00	60 days
	<u>24-88.2(c)(1)</u>	800.00	60 days
	<u>24-88.2(c)(2)</u>	200.00	
	<u>24-89</u>	300.00	30 days
	<u>24-90</u>	600.00	60 days
	<u>24-143</u>	200.00	
	<u>24-145</u>	300.00	30 days
	<u>24-203</u>		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
<u>27</u>	All Nuisances		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days

	27-44	500.00	30 days
28	28-8	800.00	60 days
	28-9	800.00	60 days
	28-25	100.00	30 days
	28-40	300.00	30 days
	28-41	750.00	60 days
	28-43	600.00	60 days
	28-54	300.00	30 days
	28-57		
	First Offense	500.00	60 days
	Second Offense	600.00	60 days
	Third Offense	750.00	60 days
	28-57.1	600.00	60 days
	28-58	450.00	30 days
	28-60	450.00	30 days
	28-61	450.00	30 days
	28-62	450.00	30 days
	28-75	600.00	60 days
	28-86	750.00	60 days

	<u>28-86.1</u>	750.00	60 days
	<u>28-90</u>	750.00	60 days
	<u>28-90.1</u>	600.00	60 days
	<u>28-104</u>	750.00	60 days
	<u>28-122</u>	500.00	30 days
	<u>28-123</u>	500.00	30 days
	<u>28-124</u>	750.00	60 days
	<u>28-125</u>	300.00	30 days
	<u>28-127</u>	500.00	60 days
	<u>28-128</u>	800.00	60 days
	<u>28-133</u> (a)	800.00	60 days
	<u>28-133</u> (b)(3)		
	First and Second Offenses	100.00	
	Third and Subsequent Offenses	400.00	
	<u>28-133</u> (b)(4)		
	First and Second Offenses	100.00	10 days
	Third and Subsequent Offenses	800.00	60 days

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

1 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
2 any reason held to be invalid, such decision shall not affect the validity of the remaining
3 provisions of the ordinance.
4

5 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
6 Oklahoma, this _____ day of _____, 2020.
7

8 THE CITY OF MIDWEST CITY, OKLAHOMA
9

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11
12 _____
13 MATTHEW D. DUKES, II, Mayor

14 ATTEST:
15

16
17 _____
18 SARA HANCOCK, City Clerk

19 Approved as to form and legality this _____ day of _____, 2020.
20

21
22 _____
23 HEATHER POOLE, City Attorney
24



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: July 17, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article 1 In General, Section 18-6 Violations.

The proposed amendment to Chapter 18 Garbage and Refuse, Article 1 In General, Section 18-6 Violations adds the expanded definition of individuals responsible for premises. This change was requested by Code Enforcement and Public Works.

Action is at the discretion of Mayor and Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18 GARBAGE AND REFUSE, ARTICLE 1 IN GENERAL, SECTION 18-6 VIOLATIONS AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article 1 In General, Section 18-6 Violations is hereby amended to read as follows:

Sec. 18-6. - Violations.

The ~~owner, person having control, or occupant of any premises~~ **person, occupant, tenant, or renter of real property or some other person designated by the owner to be responsible for** any premises in the city who fails, neglects or refuses to use the containers, unless otherwise exempted by **section 18-23** of this Code, described in this chapter, or to deposit therein garbage, refuse and rubbish, or who fails, refuses or neglects to pay without just cause any uncontested bills for service rendered under this chapter for a period of ten (10) days after official notice of such failure, neglect or refusal, or who violates any of the provisions of this chapter, is guilty of an offense.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

1 ATTEST:

2
3
4 SARA HANCOCK, City Clerk

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7 Approved as to form and legality this ____ day of _____, 2020.

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10 HEATHER POOLE, City Attorney

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12

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18 GARBAGE AND REFUSE, ARTICLE 1 IN GENERAL, SECTION 18-6 VIOLATIONS AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article 1 In General, Section 18-6 Violations is hereby amended to read as follows:

Sec. 18-6. - Violations.

The person, occupant, tenant, or renter of real property or some other person designated by the owner to be responsible for any premises in the city who fails, neglects or refuses to use the containers, unless otherwise exempted by [section 18-23](#) of this Code, described in this chapter, or to deposit therein garbage, refuse and rubbish, or who fails, refuses or neglects to pay without just cause any uncontested bills for service rendered under this chapter for a period of ten (10) days after official notice of such failure, neglect or refusal, or who violates any of the provisions of this chapter, is guilty of an offense.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

1 Approved as to form and legality this _____ day of _____, 2020.
2
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HEATHER POOLE, City Attorney



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: July 17, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25 Container required.

The proposed amendment to Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25 Container required adds language that medical waste, and household hazardous waste shall not be placed into refuse carts. It further expands the areas that a resident may not park which would block access to the polycarts. This change was requested by both Code Enforcement and Public Works.

Action is at the discretion of Mayor and Council.

Vicki Floyd, City Prosecutor

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The resident may place normal household garbage and refuse, as defined in [section 18-1](#) of this Code, in the refuse cart(s) for collection. **Residents may not place household hazardous waste, or regulated medical waste, as defined in section 18-1 of this Code in the refuse cart(s) for collection.** Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement

1 shall be charged to the resident at the current replacement cost of the cart. All carts
2 shall remain the property of the city even though the resident may have paid for a
3 replacement cart. All carts are to remain at the residence to which they are assigned. It
4 shall be unlawful and an offense for a person to be in possession of a cart without the
5 permission of the resident to which it is assigned. It is the responsibility of the resident
6 to keep the cart clean. At the request of the resident, carts can be cleaned by the city.
7 Such cleaning shall be performed for a twenty dollar (\$20.00) charge which shall be
8 paid by the resident.
9

10 (c) All carts to be emptied, including recycling carts, shall be placed at the curblane. Carts
11 are not to be obstructed from view, e.g., behind parked cars, behind hedges, etc. Carts
12 shall be placed for collection no earlier than 7:00 p.m. the day before the scheduled
13 collection and no later than 7:00 a.m. the day of scheduled collection. **Parking shall**
14 **not be in front of or blocking access to a poly cart, nor shall anyone park within five**
15 **(5) feet of either side of a public or private driveway.** The resident is required to return
16 the carts to their regular storage place within five (5) feet of the residential structure or
17 behind the front building line of the property by no later than 7:00 p.m. the day of
18 scheduled collection. Failure to return the carts by the stated time limitation above may
19 result in a fine ~~not to exceed fifty dollars (\$50.00) to the owner of the residence. Failure~~
20 ~~to return the carts by the stated time limitation above may result in a fine~~ **as set forth in**
21 **1-15 of this code, assessed to the responsible party.** A twenty dollar (\$20.00) call back
22 collection fee shall be charged to empty a cart and/or pick up authorized items not at
23 the curblane prior to 7:00 a.m. the day of scheduled collection. Any items that are not
24 in compliance with subsection (d) below that are not picked up during collection shall
25 be removed from the curblane by no later than 7:00 p.m. on the day of scheduled
26 collection. Failure to remove such items not in compliance with subsection (d) by 7:00
27 p.m. may result in a citation for violation of ~~section 18-6~~ this Code.
28

29 (d) Residents may not place with the carts other types of containers for collection. Garbage
30 and refuse placed in refuse carts and recyclable materials placed in recycle carts will
31 be the only things that will be collected during a normal collection.
32

33 (e) Rollout service will be provided for the disabled. Any residence in which all the
34 residents are disabled may request rollout service be performed by the city. The director
35 shall determine the need for rollout service and to approve or disapprove requests. If
36 the director determines that a particular residence qualifies for rollout service, the city
37 will roll out, dump and return the carts at no extra charge.
38

39 (f) There will be a charge of twenty dollars (\$20.00) if a cart is picked up and returned for
40 nonpayment of a sanitation bill.
41

42 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
43 repealed.
44

1 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
2 any reason held to be invalid, such decision shall not affect the validity of the remaining
3 provisions of the ordinance.
4

5 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
6 Oklahoma, this _____ day of _____, 2020.
7

8 THE CITY OF MIDWEST CITY, OKLAHOMA
9

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12 _____
13 MATTHEW D. DUKES, II, Mayor
14

15 ATTEST:
16

17 _____
18 SARA HANCOCK, City Clerk
19

20 Approved as to form and legality this _____ day of _____, 2020.
21

22 _____
23 HEATHER POOLE, City Attorney
24

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18 GARBAGE AND REFUSE, ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-25 CONTAINER REQUIRED AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25 Container required; duty to use is hereby amended to read as follows:

Sec. 18-25. - Container required; duty to use.

- (a) Except as otherwise provided in this article, all residential customers shall place their garbage and refuse in the carts provided by the city and, beginning July 1, 2013, their recyclables in a separate cart provided for that purpose by the city.
- (b) The city shall provide one (1) cart for each residence for garbage and refuse, and one (1) cart for each residence for materials that are to be recycled. Residents are allowed to have additional refuse carts per residence from the city. These carts will be emptied on a weekly basis when the primary cart is emptied with the monthly cost to the resident of the additional carts being seven dollars (\$7.00) for each additional cart. Each additional cart requested will require a one year commitment paid in monthly increments unless the customer requests its removal before the end of the year at which point the remaining cost of the commitment will be added to the utility bill. Residential recycling carts will be emptied bi-weekly.

The resident may place normal household garbage and refuse, as defined in [section 18-1](#) of this Code, in the refuse cart(s) for collection. Residents may not place household hazardous waste, or regulated medical waste, as defined in section 18-1 of this Code in the refuse cart(s) for collection. Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement shall be charged to the resident at the current replacement cost of the cart. All carts

1 shall remain the property of the city even though the resident may have paid for a
2 replacement cart. All carts are to remain at the residence to which they are assigned. It
3 shall be unlawful and an offense for a person to be in possession of a cart without the
4 permission of the resident to which it is assigned. It is the responsibility of the resident
5 to keep the cart clean. At the request of the resident, carts can be cleaned by the city.
6 Such cleaning shall be performed for a twenty dollar (\$20.00) charge which shall be
7 paid by the resident.
8

9 (c) All carts to be emptied, including recycling carts, shall be placed at the curblane. Carts
10 are not to be obstructed from view, e.g., behind parked cars, behind hedges, etc. Carts
11 shall be placed for collection no earlier than 7:00 p.m. the day before the scheduled
12 collection and no later than 7:00 a.m. the day of scheduled collection. Parking shall
13 not be in front of or blocking access to a poly cart, nor shall anyone park within five
14 (5) feet of either side of a public or private driveway. The resident is required to return
15 the carts to their regular storage place within five (5) feet of the residential structure or
16 behind the front building line of the property by no later than 7:00 p.m. the day of
17 scheduled collection. Failure to return the carts by the stated time limitation above may
18 result in a fine as set forth in 1-15 of this code, assessed to the responsible party. A
19 twenty dollar (\$20.00) call back collection fee shall be charged to empty a cart and/or
20 pick up authorized items not at the curblane prior to 7:00 a.m. the day of scheduled
21 collection. Any items that are not in compliance with subsection (d) below that are not
22 picked up during collection shall be removed from the curblane by no later than 7:00
23 p.m. on the day of scheduled collection. Failure to remove such items not in compliance
24 with subsection (d) by 7:00 p.m. may result in a citation for violation of this Code.
25

26 (d) Residents may not place with the carts other types of containers for collection. Garbage
27 and refuse placed in refuse carts and recyclable materials placed in recycle carts will
28 be the only things that will be collected during a normal collection.
29

30 (e) Rollout service will be provided for the disabled. Any residence in which all the
31 residents are disabled may request rollout service be performed by the city. The director
32 shall determine the need for rollout service and to approve or disapprove requests. If
33 the director determines that a particular residence qualifies for rollout service, the city
34 will roll out, dump and return the carts at no extra charge.
35

36 (f) There will be a charge of twenty dollars (\$20.00) if a cart is picked up and returned for
37 nonpayment of a sanitation bill.
38

39 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
40 repealed.
41

42 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
43 any reason held to be invalid, such decision shall not affect the validity of the remaining
44 provisions of the ordinance.
45
46

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2020.

3
4 THE CITY OF MIDWEST CITY, OKLAHOMA

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8 _____
9 MATTHEW D. DUKES, II, Mayor

10 ATTEST:

11
12 _____
13 SARA HANCOCK, City Clerk

14
15 Approved as to form and legality this _____ day of _____, 2020.

16
17
18 _____
19 HEATHER POOLE, City Attorney
20



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: July 17, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-1, Definitions; and providing for repealer and severability.

The proposed amendment to Chapter 18, Garbage and Refuse, Article I, In General, Section 18-1 Definitions changes the definitions of garbage. It also adds the definitions of household hazardous waste and regulated medical waste. These changes were requested by Public Works due to the rise of items being disposed of in the polycarts that were hazardous to the city workers.

Action is at the discretion of Mayor and Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, ARTICLE I, IN GENERAL, SECTION 18-1 DEFINITIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article I In General, Section 18-1 Definitions is hereby amended to read as follows:

Sec. 18-1. - Definitions.

For the purpose of this chapter, the following terms are defined as set out in this section:

~~Garbage means every accumulation of animal or vegetable matter or both; that is, the refuse matter from kitchens, pantries, dining rooms or other parts of hotels, restaurants, dwelling houses, apartments, market houses and all animal matter or refuse matter from butcher shops, poultry stores and fish stores.~~

~~Rubbish and refuse mean ashes, cinders, paper, broken ware, discarded shoes, tin cans and such refuse as may be termed the natural accumulation of resident families.~~

- (a) *Garbage* means decomposable food waste or yard waste that is highly putrescible (liable to decay),
- (b) *Household hazardous waste* means household waste that is corrosive, toxic, ignitable, or reactive, including, but not limited to: freon-containing appliances or tanks; non-empty propane tanks; oil, antifreeze, and other motor vehicle fluids; gasoline, kerosene, or diesel fuel; liquid paints; solvents; pesticides, herbicides, fungicides, or rodenticides; caustic cleaners; lead-acid batteries; swimming pool chemicals; unused firearm rounds; and acids and bases.
- (c) *Regulated medical waste* means a waste or reusable material that contains an etiologic agent and is generated in the diagnosis, treatment or immunization of human beings or animals; research pertaining to the diagnosis, treatment or immunization of human beings or animals; or the production or testing of biological products. Such waste includes, but is not limited to:
 - (1) cultures and stocks of etiologic agents or live vaccines, and culture dishes, devices, paper, and cloth that has come into contact with such cultures, stocks or live vaccines;
 - (2) human blood, blood products, and human body fluids, except urine or feces;
 - (3) pathological wastes consisting of human tissues, organs, and body parts removed during surgery, autopsy, biopsy and other medical procedures;

- (4) untreated sharps;
- (5) used blood collection bags, tubes, and vials;
- (6) contaminated carcasses, body parts and bedding of animals intentionally exposed to pathogens in research, in the production of biologicals or the "in vivo" testing of pharmaceuticals;
- (7) items contaminated with blood or other human body fluids which drip freely or would release such materials in a liquid or semi-liquid state if compressed or are caked with dried blood or body fluids and are capable of releasing these materials;
- (8) isolation wastes unless determined to be non-infectious by the infection control committee at the health care facility;
- (9) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV;
- (10) all disposable materials that have come in contact with cytotoxic or antineoplastic agents during the preparation, handling, and administration of such agents. Such wastes include, but are not limited to, masks, gloves, gowns, empty IV tubing and bags, vials, and other contaminated materials; and
- (11) any other material or equipment which, in the determination of the health care facility staff, infection control committee or other responsible party, presents a significant danger of infection because it is contaminated with, or may reasonably be expected to be contaminated with, etiologic agents.

(d) *Responsible party* means the person, occupant, tenant or renter of real property or some other person designated by the owner to be responsible for the subject property or vehicle and responsible for the creation or abatement of any violation of this chapter.

(e) *Rubbish* means combustible or noncombustible waste materials, except for trash or garbage, primarily derived from an organic nature, including but not limited to, residue from the burning of wood, coal, coke and other combustible materials, wood or wood products, tree branches and limbs, yard waste, grass clippings and trimmings, shrubbery or plant cuttings leaves, mulch, dirt, manure or fodder or other similar items.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

1 THE CITY OF MIDWEST CITY, OKLAHOMA

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3
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5 _____
6 MATTHEW D. DUKES, II, Mayor

7 ATTEST:

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9 _____
10 SARA HANCOCK, City Clerk

11
12
13 Approved as to form and legality this _____ day of _____, 2020.

14
15 _____
16 HEATHER POOLE, City Attorney
17
18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, ARTICLE 1, IN GENERAL, SECTION 18-1 DEFINITIONS AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article I In General, Section 18-1 Definitions is hereby amended to read as follows:

Sec. 18-1. - Definitions.

For the purpose of this chapter, the following terms are defined as set out in this section:

- (a) *Garbage* means decomposable food waste or yard waste that is highly putrescible (liable to decay),
- (b) *Household hazardous waste* means household waste that is corrosive, toxic, ignitable, or reactive, including, but not limited to: freon-containing appliances or tanks; non-empty propane tanks; oil, antifreeze, and other motor vehicle fluids; gasoline, kerosene, or diesel fuel; liquid paints; solvents; pesticides, herbicides, fungicides, or rodenticides; caustic cleaners; lead-acid batteries; swimming pool chemicals; unused firearm rounds; and acids and bases.
- (c) *Regulated medical waste* means a waste or reusable material that contains an etiologic agent and is generated in the diagnosis, treatment or immunization of human beings or animals; research pertaining to the diagnosis, treatment or immunization of human beings or animals; or the production or testing of biological products. Such waste includes, but is not limited to:
 - (1) cultures and stocks of etiologic agents or live vaccines, and culture dishes, devices, paper, and cloth that has come into contact with such cultures, stocks or live vaccines;
 - (2) human blood, blood products, and human body fluids, except urine or feces;
 - (3) pathological wastes consisting of human tissues, organs, and body parts removed during surgery, autopsy, biopsy and other medical procedures;
 - (4) untreated sharps;
 - (5) used blood collection bags, tubes, and vials;
 - (6) contaminated carcasses, body parts and bedding of animals intentionally exposed to pathogens in research, in the production of biologicals or the "in vivo" testing of pharmaceuticals;
 - (7) items contaminated with blood or other human body fluids which drip freely or would release such materials in a liquid or semi-liquid state if compressed or

- 1 are caked with dried blood or body fluids and are capable of releasing these
2 materials;
3 (8) isolation wastes unless determined to be non-infectious by the infection control
4 committee at the health care facility;
5 (9) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-
6 containing culture medium or other solutions; and blood, organs, or other
7 tissues from experimental animals infected with HIV or HBV;
8 (10) all disposable materials that have come in contact with cytotoxic or
9 antineoplastic agents during the preparation, handling, and administration of
10 such agents. Such wastes include, but are not limited to, masks, gloves, gowns,
11 empty IV tubing and bags, vials, and other contaminated materials; and
12 (11) any other material or equipment which, in the determination of the health care
13 facility staff, infection control committee or other responsible party, presents a
14 significant danger of infection because it is contaminated with, or may
15 reasonably be expected to be contaminated with, etiologic agents.
16

17 (d) *Responsible party* means the person, occupant, tenant or renter of real property or some
18 other person designated by the owner to be responsible for the subject property or vehicle
19 and responsible for the creation or abatement of any violation of this chapter.
20

21 (e) *Rubbish* means combustible or noncombustible waste materials, except for trash or
22 garbage, primarily derived from an organic nature, including but not limited to, residue
23 from the burning of wood, coal, coke and other combustible materials, wood or wood
24 products, tree branches and limbs, yard waste, grass clippings and trimmings, shrubbery or
25 plant cuttings leaves, mulch, dirt, manure or fodder or other similar items.
26

27 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
28 repealed.
29

30 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
31 any reason held to be invalid, such decision shall not affect the validity of the remaining
32 provisions of the ordinance.
33

34 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
35 Oklahoma, this _____ day of _____, 2020.
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41 THE CITY OF MIDWEST CITY, OKLAHOMA
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45 _____
46 MATTHEW D. DUKES, II, Mayor

1 ATTEST:
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4 _____
5 SARA HANCOCK, City Clerk

6 Approved as to form and legality this _____ day of _____, 2020.
7
8

9 _____
10 HEATHER POOLE, City Attorney
11



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: July 17, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1, Generally, Section 24-158, Prohibited in Specified Places.

The proposed amendment to Chapter 24, Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1, Generally, Section 24-158, Prohibited in Specified Places adds the parking specifications around the refuse polycarts, and mirrors the parking specifications in Chapter 18 Garbage and Refuse, Section 18-25 Containers Required. This was requested by both Code Enforcement and Public Works.

Action is at the discretion of Mayor and Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING OR PARKING, DIVISION 1, GENERALLY, SECTION 24-158, PROHIBITED IN SPECIFIED PLACES AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 24 Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1 – Generally, Section 24-158 Prohibited in Specified Places is hereby amended to read as follows:

Sec. 24-158. - Prohibited in specified places.

- (a) No person shall stop, stand or park a vehicle at any time in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with law or ordinance or the directions of a police officer or traffic-control device:
 - (1) On a sidewalk: **or on a driveway obstructing a sidewalk;**
 - (2) In front of a public or private driveway;
 - (3) Within an intersection;
 - (4) Within fifteen (15) feet of a fire hydrant;
 - (5) On a crosswalk;
 - (6) Within fifty (50) feet of any intersection;
 - (7) Within fifty (50) feet upon the approach to any flashing beacon, stop sign or traffic-control signal located at the side of a roadway;
 - (8) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the city indicates a different length by signs or markings;
 - (9) Within fifty (50) feet of the nearest rail of a railroad crossing;
 - (10) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of the entrance when properly signposted;
 - (11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - (12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (13) Upon any bridge or other elevated structure upon a highway or within a highway underpass;
 - (14) At any place where official signs prohibit stopping, standing or parking;
 - (15) On any street parking or planting strip;
 - (16) No vehicle shall be parked in a manner in a parking lot in a way so as to block access to trash dumpsters. The area required for access shall be indicated on the dumpster so affected. The area so designated shall be a tow-away zone.

1 (17) Within fifteen (15) feet of a mailbox, 8:00 a.m. to 5:00 p.m., except Sundays and
2 holidays.

3
4 (18) In front of or blocking access to a poly cart.

5 (19) Within five (5) feet of either side of a public or private driveway.
6

7 (b) No person shall move a vehicle not lawfully under his control into any
8 prohibited area or away from a curb such distance as is unlawful.

9 (c) No person shall park or leave standing in one place any trailer or
10 nonmotorized vehicle upon a street or highway in excess of twenty-four (24)
11 hours.

12 (d) No commercial vehicle in excess of two (2) axles shall be parked on any street
13 right-of-way except for the purpose of delivering or picking up material or
14 merchandise or performing a service call. Moving vans actively being used at
15 the time for the purpose of loading or unloading of household goods are
16 excluded from this paragraph (d).
17

18
19 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
20 repealed.
21

22 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
23 any reason held to be invalid, such decision shall not affect the validity of the remaining
24 provisions of the ordinance.
25

26 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
27 Oklahoma, this _____ day of _____, 2020.
28

29 THE CITY OF MIDWEST CITY, OKLAHOMA
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33 _____
34 MATTHEW D. DUKES II, Mayor
35

36 ATTEST:
37

38 _____
39 SARA HANCOCK, City Clerk

40 Approved as to form and legality this _____ day of _____, 2020.
41
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43
44 _____
45 HEATHER POOLE, City Attorney
46

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING OR PARKING, DIVISION 1, GENERALLY, SECTION 24-158, PROHIBITED IN SPECIFIED PLACES AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 24 Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1 – Generally, Section 24-158 Prohibited in Specified Places is hereby amended to read as follows:

Sec. 24-158. - Prohibited in specified places.

No person shall stop, stand or park a vehicle at any time in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with law or ordinance or the directions of a police officer or traffic-control device:

- (1) On a sidewalk; or on a driveway obstructing a sidewalk;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within fifteen (15) feet of a fire hydrant;
- (5) On a crosswalk;
- (6) Within fifty (50) feet of any intersection;
- (7) Within fifty (50) feet upon the approach to any flashing beacon, stop sign or traffic-control signal located at the side of a roadway;
- (8) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the city indicates a different length by signs or markings;
- (9) Within fifty (50) feet of the nearest rail of a railroad crossing;
- (10) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of the entrance when properly signposted;
- (11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
- (12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (13) Upon any bridge or other elevated structure upon a highway or within a highway underpass;
- (14) At any place where official signs prohibit stopping, standing or parking;
- (15) On any street parking or planting strip;
- (16) No vehicle shall be parked in a manner in a parking lot in a way so as to block access to trash dumpsters. The area required for access shall be indicated on the dumpster so affected. The area so designated shall be a tow-away zone.

1 (17) Within fifteen (15) feet of a mailbox, 8:00 a.m. to 5:00 p.m., except Sundays and
2 holidays.

3 (18) In front of or blocking access to a poly cart.

4 (19) Within five (5) feet of either side of a public or private driveway.
5

6 (b) No person shall move a vehicle not lawfully under his control into any
7 prohibited area or away from a curb such distance as is unlawful.

8 (c) No person shall park or leave standing in one place any trailer or
9 nonmotorized vehicle upon a street or highway in excess of twenty-four (24)
10 hours.

11 (d) No commercial vehicle in excess of two (2) axles shall be parked on any street
12 right-of-way except for the purpose of delivering or picking up material or
13 merchandise or performing a service call. Moving vans actively being used at
14 the time for the purpose of loading or unloading of household goods are
15 excluded from this paragraph (d).
16

17
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19 repealed.
20

21 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
22 any reason held to be invalid, such decision shall not affect the validity of the remaining
23 provisions of the ordinance.
24

25 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
26 Oklahoma, this _____ day of _____, 2020.
27

28 THE CITY OF MIDWEST CITY, OKLAHOMA
29

30
31 _____
32 MATTHEW D. DUKES, II, Mayor
33

34 ATTEST:
35

36 _____
37 SARA HANCOCK, City Clerk
38

39 Approved as to form and legality this _____ day of _____, 2020.
40

41 _____
42 HEATHER POOLE, City Attorney
43
44



City Attorney

100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

TO: Chair and Committee Members
FROM: Heather Poole, City Attorney
Date: July 23, 2020
Subject: Discussion and Consideration of Charter Edits.

Charter changes have been requested by Mayor Dukes and prior City Prosecutor Mary Ann Karns. Some items in consideration will bring the Charter into compliance with state statutes and or OMAG recommendations. Also, there are Charter Clauses on paving regulations and park lands that affect Community Development. The Charter edits to be discussed, will be provided at the meeting.

Charter changes must go to a vote of the people.

Respectfully,

Heather Poole

Heather Poole, City Attorney

Notice of this Ordinance Oversight Council Committee special meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

Ordinance Oversight Council Committee Minutes
Special Meeting

September 28, 2020

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma. Chairman Pat Byrne called the meeting to order at 6:04 PM with Mayor Matt Dukes and Councilmember Susan Eads. Staff Present: City Manager Tim Lyon, City Attorney Heather Poole, City Prosecutor Vicki Floyd, City Clerk Sara Hancock, Community Development Director Billy Harless, City Planning Manager Kellie Gilles, Chief Building Official Christine Brakefield, Public Works Director Paul Streets, and Fire Chief Norton. Absent: None.

Discussion Items.

1. **Discussion and consideration to approve the minutes of the July 23, 2020 special meeting, as submitted.**

Dukes made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

2. **Discussion and consideration of an ordinance amending Chapter 15, Fire Protection and Prevention, of the Midwest City Code, by amending Article II, In General, Division 1, Generally, and by taking Section 15-29 out of reserve and entitling it "Failure to Maintain"; establishing an effective date; and providing for repealer and severability.**

After Chief Norton and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 15 to the full City Council, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

3. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article V, Stopping , Standing or Parking, Division 1, Generally, Section 24-158 Prohibited in Specified Places; and providing for repealer and severability.**

After P. Streets and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 24 to the full City Council, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

4. **Discussion and consideration of an ordinance amending the Midwest City Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25, Container required; and providing for repealer and severability.**

Eads made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

5. **Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations , of the Midwest City Code, by taking Article X out of reserve and entitling it, Medical Marijuana Businesses, taking the following sections out of reserve and entitling them: Section 9-616, Certificate of Compliance and Section**

After C. Brakefield and Council discussion, Eads made a motion to recommend staff proceed as discussed and submit changes to Chapter 9 to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

6. **Discussion of a proposal and contract from Johnson and Associates to assist in amending the Midwest City Subdivision Regulations regarding waivers and drainage.**

After B. Harless and Council discussion, Eads made a motion to recommend staff proceed as discussed and submit Johnson and Associates proposal and contract to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

7. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses - Miscellaneous , Article IV, Offenses Against Property, by amending section 28-57, Petit Larceny; and providing for repealer and severability.**

After V. Floyd and Council discussion, Eads made a motion to recommend staff proceed as discussed and submit changes to Chapter 28 to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

8. **Discussion and consideration of amending the Midwest City Municipal Code, Chapter 2, Administration , by amending Article II, City Council, Section 2-17, "Elected Official Accountability Act and Ethics Policy"; and providing for repealer and severability.**

After H. Poole and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 2 to the full City Council, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

9. **Discussion and consideration of changes to charter to be presented for a vote of the people.**

After H. Poole and Council discussion, Dukes made a motion to recommend staff proceed as discuss and submit changes to charter to the full City Council, as submitted, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

Adjournment. Chairman Byrne adjourned the meeting at 7:12 PM.


PAT BYRNE, Chairman

CITY OF MIDWEST CITY
SPECIAL ORDINANCE OVERSIGHT COUNCIL COMMITTEE AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 28, 2020 – 6:00 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration to approve the minutes of the July 23, 2020 special meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of an ordinance amending Chapter 15, Fire Protection and Prevention, of the Midwest City Code, by amending Article II, In General, Division 1, Generally, and by taking Section 15-29 out of reserve and entitling it "Failure to Maintain"; establishing an effective date; and providing for repealer and severability. (Fire – B. Norton)
3. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1, Generally, Section 24-158 Prohibited in Specified Places; and providing for repealer and severability. (Public Works – P. Streets)
4. Discussion and consideration of an ordinance amending the Midwest City Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25, Container required; and providing for repealer and severability. (Public Works – P. Streets)
5. Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, by taking Article X out of reserve and entitling it, Medical Marijuana Businesses, taking the following sections out of reserve and entitling them: Section 9-616, Certificate of Compliance and Section 9-617, Fees; and Providing for Repealer and Severability. (Com. Dev. – B. Harless)
6. Discussion of a proposal and contract from Johnson and Associates to assist in amending the Midwest City Subdivision Regulations regarding waivers and drainage. (Com. Dev. - B. Harless)
7. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article IV, Offenses Against Property, by amending section 28-57, Petit Larcency; and providing for repealer and severability. (City Prosecutor - V. Floyd)
8. Discussion and consideration of amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article II, City Council, Section 2-17, "Elected Official Accountability Act and Ethics Policy"; and providing for repealer and severability. (City Attorney - H. Poole)
9. Discussion and consideration of changes to charter to be presented for a vote of the people. (City Attorney – H. Poole)

C. ADJOURNMENT.



DISCUSSION ITEMS



Notice of this Special Ordinance Oversight Council Committee meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

Ordinance Oversight Council Committee Minutes
Special Meeting

July 23, 2020

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma. Chairman Pat Byrne called the meeting to order at 6:00 PM with Mayor Matt Dukes and *Councilmember Susan Eads. Staff Present: City Manager Tim Lyon, Assistant City Manager Vaughn Sullivan, City Attorney Heather Poole, City Prosecutor Vicki Floyd, City Clerk Sara Hancock, Community Development Director Billy Harless, City Planning Manager Kellie Gilles, Public Works Director Paul Streets, and Neighborhood Services Director Mike Stroh. Absent: None.

Discussion Items.

1. **Discussion and consideration to approve the minutes of the May 28, 2020 special meeting, as submitted.**

Dukes made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried.

2. **Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, by amending Section 5.2.3, Fencing and Screening; and providing for repealer and severability.**

After B. Harless, Staff and Council discussion, Dukes made a motion to not amend Section 5.2.3, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried

3. **Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations , by amending Subsection 5.7.2., Trash Dumpster(s) and Enclosure; and providing for repealer and severability.**

After B. Harless, Staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Subsection 5.7.2 to the full City Council, seconded by Byrne. Voting aye: Byrne and Dukes. Absent: Eads. Nay: none. Motion carried.

* Susan Eads arrived at 6:06 PM.

4. **Discussion and consideration of an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal, and Stormwater Quality, of the Midwest City Code; by amending Article II, Water; Division 1, Generally; Section 43-18; Section 43-32; Division 3, Meters; Section 43-54; Article III, Sewers and Sewage Disposal, Sections 43-106 and 43-109; Division 5, Other Provisions Relating to Taps and Connections, Sections 43- 166 and 43-178; Establishing an effective date; and providing for repealer and severability.**

After P. Streets, Staff and Council discussion, Dukes made a motion to proceed as discussed and submit the changes to Chapter 43 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

5. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Specific penalty for violations of Code; and providing for repealer and severability.

After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 1 to the full City Council, seconded by Byrne. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

6. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article 1 In General, Section 18-6 Violations; and providing for repealer and severability.

After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

7. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25 Container required; and providing for repealer and severability.

After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

8. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-1 Definitions; and providing for repealer and severability.

After P. Streets, M. Stroh, Staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

9. Chapter 24 Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1 - Generally, Section 24-158 Prohibited in Specified Place; and providing for repealer and severability.

After V. Floyd, staff and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 24 to the full City Council, seconded by Eads. Voting aye: Eads, Byrne and Dukes. Absent: none. Nay: none. Motion carried.

10. Discussion and Consideration of Charter Edits. No Action Taken.

Adjournment. Chairman Byrne adjourned the meeting at 7:35 PM.

PAT BYRNE, Chairman



Bert Norton, Fire Chief
8201 E. Reno Avenue
Midwest City, OK 73130
(405)739-1340
bnorton@midwestcityok.org

From: Bert Norton, Fire Chief
Date: September 23, 2020
Subject: Discussion and consideration of an ordinance amending Chapter 15, Fire Protection and Prevention, of the Midwest City Code, by amending Article II, In General, Division 1, Generally, and by taking Section 15-29 out of reserve and entitling it "Failure to Maintain"; establishing an effective date; and providing for repealer and severability.

This item is for the review of recommended changes to be made to Chapter 15-29 Failure to Maintain. This is to implement fees for false alarms.

Thank You,

Bert Norton, Fire Chief

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15, FIRE PROTECTION AND PREVENTION, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, IN GENERAL, DIVISION 1, GENERALLY, AND BY TAKING SECTION 15-29 OUT OF RESERVE AND ENTITLING IT "FAILURE TO MAINTAIN"; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-29, Failure to Maintain, is hereby amended to read as follows:

Sec. 15-29. Failure to Maintain

- (1) Penalties related to false alarms and noncompliance or maintenance of fire protection systems for both commercial or residential occupancies:
 - a. Each false fire dispatch within a calendar year:
 - i. After three (3) calls for service: \$200.00 per offense plus costs.
 - ii. After six (6) calls for service: \$400.00 per offense plus costs.
 - iii. After eight (8) calls for service: \$1,000.00 plus costs and the facility is not permitted to be occupied until required repairs are completed and approved by the Fire Code Official.
- (2) Any existing fire alarm system where four (4) or more "faulty" or "false" alarms (determined to be from a system malfunction) occurring in a six (6) month period shall be subject to a new fire alarm system or replacement of an existing fire alarm system.
- (3) Failure to maintain fire protection system (automatic sprinkler system, fire alarm and detection systems, and alternative automatic fire-extinguishing systems) monitoring by an approved supervising station in commercial occupancies shall be punishable by a fine of no more than two hundred dollars (\$200.00) plus costs per day the systems have been impaired.
 - a. Decision on days of violation shall be at the discretion of the Fire Code Official.
- (4) Definitions. As used herein the following terms shall have the following meanings:
 - a. A "false" alarm is an alarm caused by a water surge or electrical storm or any other natural phenomena.
 - b. A "faulty" alarm is an alarm caused by a malfunction of a system or accidental set off and such an alarm will be evaluated on a case by case basis at the discretion of the Fire Marshal or his/her designee.
 - c. Commercial occupancies are defined as those occupancies in use groups A (Assembly), B (Business), E (Educational), F (Factory), H (High Hazard), I

- (Institutional), R-1 (Residential), R-2 (Residential), and R-4 (Residential).
- d. Residential occupancies are defined as those occupancies in use group R-3 (Residential) defined as one and two family dwellings.

SECTION 2. EFFECTIVE DATE. This ordinance shall be effective on and after the ____ day of _____, 2020.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2020.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING OR PARKING, DIVISION 1, GENERALLY, SECTION 24-158, PROHIBITED IN SPECIFIED PLACES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 24 Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1 – Generally, Section 24-158 Prohibited in Specified Places is hereby amended to read as follows:

Sec. 24-158. - Prohibited in specified places.

- (a) No person shall stop, stand or park a vehicle at any time in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with law or ordinance or the directions of a police officer or traffic-control device:
- (1) On a sidewalk;
 - (2) In front of a public or private driveway;
 - (3) Within an intersection;
 - (4) Within fifteen (15) feet of a fire hydrant;
 - (5) On a crosswalk;
 - (6) Within fifty (50) feet of any intersection;
 - (7) Within fifty (50) feet upon the approach to any flashing beacon, stop sign or traffic-control signal located at the side of a roadway;
 - (8) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the city indicates a different length by signs or markings;
 - (9) Within fifty (50) feet of the nearest rail of a railroad crossing;
 - (10) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of the entrance when properly signposted;
 - (11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - (12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (13) Upon any bridge or other elevated structure upon a highway or within a highway underpass;
 - (14) At any place where official signs prohibit stopping, standing or parking;
 - (15) On any street parking or planting strip;
 - (16) No vehicle shall be parked in a manner in a parking lot in a way so as to block access to trash dumpsters. The area required for access shall be indicated on the dumpster so affected. The area so designated shall be a tow-away zone.

(17) Within fifteen (15) feet of a mailbox, 8:00 a.m. to 5:00 p.m., except Sundays and holidays.

(18) In front of or blocking access to a poly cart.

~~(19) Within five (5) feet of either side of a public or private driveway.~~

(b) No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb such distance as is unlawful.

(c) No person shall park or leave standing in one place any trailer or nonmotorized vehicle upon a street or highway in excess of twenty-four (24) hours.

(d) No commercial vehicle in excess of two (2) axles shall be parked on any street right-of-way except for the purpose of delivering or picking up material or merchandise or performing a service call. Moving vans actively being used at the time for the purpose of loading or unloading of household goods are excluded from this paragraph (d).

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

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BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25, Container required; duty to use is hereby amended to read as follows:

Sec. 18-25. - Container required; duty to use.

- (a) Except as otherwise provided in this article, all residential customers shall place their garbage and refuse in the carts provided by the city and, beginning July 1, 2013, their recyclables in a separate cart provided for that purpose by the city.
- (b) The city shall provide one (1) cart for each residence for garbage and refuse, and one (1) cart for each residence for materials that are to be recycled. Residents are allowed to have additional refuse carts per residence from the city. These carts will be emptied on a weekly basis when the primary cart is emptied with the monthly cost to the resident of the additional carts being seven dollars (\$7.00) for each additional cart. Each additional cart requested will require a one year commitment paid in monthly increments unless the customer requests its removal before the end of the year at which point the remaining cost of the commitment will be added to the utility bill. Residential recycling carts will be emptied bi-weekly.

The resident may place normal household garbage and refuse, as defined in [section 18-1](#) of this Code, in the refuse cart(s) for collection. **Residents may not place household hazardous waste, or regulated medical waste, as defined in section 18-1 of this Code in the refuse cart(s) for collection.** Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement

1 shall be charged to the resident at the current replacement cost of the cart. All carts
2 shall remain the property of the city even though the resident may have paid for a
3 replacement cart. All carts are to remain at the residence to which they are assigned. It
4 shall be unlawful and an offense for a person to be in possession of a cart without the
5 permission of the resident to which it is assigned. It is the responsibility of the resident
6 to keep the cart clean. At the request of the resident, carts can be cleaned by the city.
7 Such cleaning shall be performed for a twenty dollar (\$20.00) charge which shall be
8 paid by the resident.
9

10 (c) All carts to be emptied, including recycling carts, shall be placed at the curblane. Carts
11 are not to be obstructed from view, e.g., behind parked cars, behind hedges, etc. Carts
12 shall be placed for collection no earlier than 7:00 p.m. the day before the scheduled
13 collection and no later than 7:00 a.m. the day of scheduled collection. ~~Parking shall~~
14 ~~not be in front of or blocking access to a poly cart. nor shall anyone park within five~~
15 ~~(5) feet of either side of a public or private driveway.~~ The resident is required to return
16 the carts to their regular storage place within five (5) feet of the residential structure or
17 behind the front building line of the property by no later than 7:00 p.m. the day of
18 scheduled collection. Failure to return the carts by the stated time limitation above may
19 result in a fine ~~not to exceed fifty dollars (\$50.00) to the owner of the residence. Failure~~
20 ~~to return the carts by the stated time limitation above may result in a fine~~ **as set forth in**
21 **1-15 of this code, assessed to the responsible party.** A twenty dollar (\$20.00) call back
22 collection fee shall be charged to empty a cart and/or pick up authorized items not at
23 the curblane prior to 7:00 a.m. the day of scheduled collection. Any items that are not
24 in compliance with subsection (d) below that are not picked up during collection shall
25 be removed from the curblane by no later than 7:00 p.m. on the day of scheduled
26 collection. Failure to remove such items not in compliance with subsection (d) by 7:00
27 p.m. may result in a citation for violation of ~~section 18-6~~ this Code.
28

29 (d) Residents may not place with the carts other types of containers for collection. Garbage
30 and refuse placed in refuse carts and recyclable materials placed in recycle carts will
31 be the only things that will be collected during a normal collection.
32

33 (e) Rollout service will be provided for the disabled. Any residence in which all the
34 residents are disabled may request rollout service be performed by the city. The director
35 shall determine the need for rollout service and to approve or disapprove requests. If
36 the director determines that a particular residence qualifies for rollout service, the city
37 will roll out, dump and return the carts at no extra charge.
38

39 (f) There will be a charge of twenty dollars (\$20.00) if a cart is picked up and returned for
40 nonpayment of a sanitation bill.
41

42 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
43 repealed.
44

1 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
2 any reason held to be invalid, such decision shall not affect the validity of the remaining
3 provisions of the ordinance.
4

5 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
6 Oklahoma, this _____ day of _____, 2020.
7

8 THE CITY OF MIDWEST CITY, OKLAHOMA
9

10
11
12 _____
13 MATTHEW D. DUKES, II, Mayor

14 ATTEST:
15

16
17 _____
18 SARA HANCOCK, City Clerk

19 Approved as to form and legality this _____ day of _____, 2020.
20

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22 _____
23 HEATHER POOLE, City Attorney
24



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Ordinance Review Committee

From: Billy Harless, Community Development Director

Date: September 28, 2020

Subject: Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, by taking Article X out of reserve and entitling it, Medical Marijuana Businesses, taking the following sections out of reserve and entitling them: Section 9-616, Certificate of Compliance and Section 9-617, Fees; and Providing for Repealer and Severability.

In 2018 the State passed State Question 788 and subsequently adopted emergency rules permitting the use of Medical Marijuana in the State of Oklahoma. As part of the Medical Marijuana legislation SB1030 was passed on May 29, 2019 created a certificate of compliance to be completed by the political subdivision for all marijuana-licensed premises, medical marijuana businesses or any other premises where marijuana or its by-products are licensed to be cultivated, grown, processes, stored or manufactured, certifying compliance with zoning classifications, applicable municipal ordinances and all applicable safety, electrical, fire, plumbing, waste, construction and building safety codes.

In creating this ordinance, staff spent much time researching the State laws as well as ordinances from other cities in Oklahoma, and the amount of City resources spent on completing the certificate of compliance. The ordinance before you establishes a process and fees to cover the cost of City resources spent on completing the Certificate of Compliance and gaining compliance with all municipal ordinances and safety codes.

As of this writing we are waiting on Finance to return the true cost for Community Development Inspectors time spent on an inspection. Annual cost will be updated once this information is received.

Billy Harless, AICP
Community Development Director

CB

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, BY TAKING ARTICLE X OUT OF RESERVE AND ENTITLING IT, MEDICAL MARIJUANA BUSINESS, TAKING THE FOLLOWING SECTIONS OUT OF RESERVE AND ENTITLING THEM: SECTION 9-616, CERTIFICATE OF COMPLIANCE AND SECTION 9-617, FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Chapter 9 Article X is taken out of reserve and entitling it, Medical Marijuana Businesses, and taking the following sections out of reserve and entitling them, Section 9-616 Certificate of Compliance and Section 9-617, Fees, and hereby to read as follows:

Section 9-616. Certificate of Compliance

- (1) In accordance with Oklahoma Statute Title 63, Section 427.14(H), every applicant for a business license from the Oklahoma Medical Marijuana Authority (OMMA) in which the applicant proposed to locate the applicant's place of business under the license within the corporate limits of the City shall apply to the Building Official for a certificate certifying that the applicant's existing or proposed operations under the license comply with all municipal zoning ordinances, fire codes, safety codes, or health codes, if applicable. For the purposes of this section, the term business license includes any premises where marijuana or its by-products are licensed by the OMMA to be sold, dispensed, cultivated, grown, processed, stored or manufactured.
- (2) The certificate of compliance shall be signed by the Building Official or designee only after a complete application has been submitted and compliance has been determined to exist. Applications for such certificates shall contain information in such detail as the Building Official may reasonably require describing the location and nature of operations to be conducted. Additional documentation and/or inspection may be required to document compliance. In the event noncompliance is found, enforcement action may be taken pursuant to adopted codes and other regulations.
- (3) If a licensee thereafter fails to maintain compliance with municipal zoning ordinances or with building, fire, safety or health codes, the City Manager or designee shall notify the OMMA promptly in writing setting forth the details of the noncompliance. This remedy is not exclusive and does not in any way restrict the application of any code or regulation or means of enforcement.
- (4) The Building Official shall not issue a Certificate of Occupancy for a medical marijuana business unless a Certificate of Compliance has first been issued.

Section 9-617. Fees

- (1) The fee for applying for certificates of compliance for medical marijuana related businesses shall be as indicated:

1
2 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
3 repealed.

4 **SECTION 4. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
5 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
6 tions of the ordinance.

7 PASSED AND APPROVED by the mayor and city council of the City of Midwest City, Okla-
8 homa, this _____ day of _____, 2020.

9
10 THE CITY OF MIDWEST CITY, OKLAHOMA

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13 _____
14 MATTHEW D. DUKES II, Mayor

15 ATTEST:

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17 _____
18 SARA HANCOCK, City Clerk

19 APPROVED as to form and legality this _____ day of _____, 2020.

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22 HEATHER POOLE, City Attorney
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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Ordinance Review Committee

From: Billy Harless, Community Development Director

Date: September 16, 2020

Subject: Discussion of a proposal and contract from Johnson and Associates to assist in amending the Midwest City Subdivision Regulations regarding waivers and drainage.

Attached is a proposal from Johnson and Associates, regarding review and amendment for the Midwest City Subdivision Regulations. The scope of work includes research and due diligence, subdivision regulation amendments and representation and drainage ordinance review, representation and adoption.

If approved by this committee, the attached contract will be forwarded to the City Council for approval to begin the process.

Action is at the discretion of the Committee and City Council.

Billy Harless, AICP
Community Development Director

KG

August 24, 2020

City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

Attention: Ms. Kellie Gilles

RE: Subdivision Regulation Review and Amendment: Planning Services Proposal

Dear Kellie:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. Following is a list of the services we understand to be necessary, along with the associated cost.

Discretionary Services:

Research and Due Diligence	Hourly, Not to Exceed	\$ 5,000.00
Subdivision Regulation Amendments and Representation		\$13,000.00
Drainage Ordinance Review, Representation and Adoption		<u>\$15,000.00</u>
Total		\$33,000.00
Additional Public Hearing Representation (after first six)		\$ 1,000.00
		Per Hearing

Scope of Services:

Task One – Understanding

1. Meeting with staff to better understand problems
2. Meeting with Stakeholder group to hear concerns and thoughts
3. Recap with Staff

Task Two – Research and Drafting

1. J&A research, review
2. Revised Regulation Drafting
3. Application of new regulations to existing projects (provided by staff)
4. Review and edit

Task Three – Staff and Committee Review

1. Meeting with Staff to review options
2. Propose three alternatives and one preferred to Committee
3. Public meeting for comments
4. Revisions as necessary
5. Final draft released

Ms. Kellie Gilles

RE: Subdivision Regulation Review and Amendment: Planning Services Proposal

August 24, 2020

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Task Four – Public Hearings and Approval

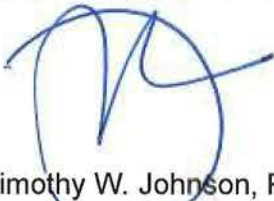
1. Stakeholder committee meeting for recommendation
2. Planning Commission (introduction and adoption)
3. City Council (introduction and adoption)

Formal authorization to proceed can be accomplished by fully completing the attached Engineering Services Agreement and returning it via mail or courier to Johnson & Associates, Inc. This office will then provide a fully executed copy of the Agreement to you. "Exhibit A" of the Agreement is attached by reference and is on file from a previous project performed for your Company.

Please note that the technical and pricing information contained in any correspondence or proposal submitted by Johnson & Associates is considered confidential and proprietary. It should not be released or otherwise be made available to any third party without the express, written consent of Johnson & Associates.

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,



Timothy W. Johnson, P.E., President

JOHNSON & ASSOCIATES, INC.

TWJ/rw

Attachments

cc: Mark Zitzow, Planner
Mike Bolka, Accounting
Rachel Whitcomb, TJ File
Proposal File

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 24th day of August, 2020, by and between **Johnson & Associates, Inc.**, an Oklahoma Professional Corporation, ("Engineer"), and City of Midwest City, a _____ ("Client").

1. **Engineer's Name and Address:** **Johnson & Associates, Inc.**
1 East Sheridan Ave., Suite 200
Oklahoma City, Oklahoma 73104
2. **Client's Name and Address:** City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
Attention: Ms. Kellie Gilles
3. **Scope of Services:** At the request of Client, Engineer shall perform certain Services to the extent agreed upon for a particular Project. With respect to each Project, the parties shall agree in writing upon the terms and conditions required for the performance of the Project and included in and made a part of this Agreement. The terms and conditions established for a Project may be amended upon the mutual written agreement of Authorized Representatives of each party.
4. **Deliverables:** With respect to each Project, Engineer shall deliver the following Deliverables to Client: Plans, Specifications and Calculations as outlined in the

Proposal Letter dated August 24, 2020

Engineer shall submit each Deliverable to the Client on or before the mutually agreed delivery date. Client shall accept or not accept the Deliverable within seven (7) days following receipt of the Deliverable, or such other time as is mutually agreed, by providing written notice to Engineer. Conformance with specifications as defined for the Project shall solely determine acceptability. Client shall describe the ways in which the Deliverable is unacceptable to Client and the corrections or improvements, which are required by Client. If Deliverable is not accepted by Client, Client will describe in writing any nonconformance with specifications and, if agreed, Engineer will use its best efforts to resubmit the Deliverable to Client within fifteen (15) days or such other time as is mutually accepted.

5. **Project Name:** Subdivision Regulation Review and Amendment.

6. **Brief Project Description:** All aspects of Surveying and Civil Engineering and Representation for Construction and Value Engineering as outlined in the Proposal

Letter dated August 24, 2020.

7. **Project Price:** \$33,000.00. Additional Public Hearing Representation (after first
six: \$1,000.00 per hearing.

8. **Project Delivery Schedule:** To be determined.

9. **Term of Agreement:** Unless otherwise terminated by the parties hereto in accordance with the provisions of ***Exhibit A, Terms and Conditions, Section 6***, the term of this Agreement shall be for a period of One (1) year(s), beginning on the 24th day of August, 2020 and ending on the 24th of August, 2021.

10. **Insurance:** Engineer will carry and maintain throughout the term of this Agreement, in a form subject to the approval of Client, at Engineer's sole expense, general liability insurance adequate to protect both parties from the obligations of Engineer set forth in this Agreement. Such insurance shall be maintained in amounts and with coverage no less than \$1,000,000.00 per occurrence and in the aggregate, including bodily injury, property damage and contractual liability. Certificate of insurance shall be furnished by Engineer to Client at the time of or before the execution of this Agreement at the request of Client. Engineer agrees that such insurance will be the primary source of insurance coverage with respect to any claim or liability relating to this Agreement regardless of any other insurance coverage, which Engineer may procure for its own benefit.

11. **Additional Terms and/or Conditions Governing Project:** Per attached

Proposal Letter dated August 24, 2020

12. **Remaining Terms:** The remaining terms and conditions of this Agreement are attached hereto as ***Exhibit A, Terms and Conditions***, and fully incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Engineer:

Johnson & Associates, Inc.,
an Oklahoma Professional Corporation

By: 
Timothy W. Johnson, P.E., President

Client:

Company Name: City of Midwest City

a _____

By: _____

Name (Print): _____

Title: _____

Phone No: () _____

Fax No.: () _____

EXHIBIT A

TERMS AND CONDITIONS

Engineer and Client hereby agree that the following terms and conditions are a part of the Engineering Services Agreement by and between by and between Engineer and Client (the "Agreement").

1. **Defined Terms.** When used in this Agreement, the defined terms listed below shall have the following meanings:

1.1 "Authorized Representative" shall mean a person authorized to execute this Agreement, and other agreements on behalf of a party. The Authorized Representatives shall be identified in writing by the parties.

1.2 "Confidential Information" shall mean all information, whether written or otherwise, regarding the parties' business, including information regarding customers, customer lists, costs, prices, earnings, products, formulae, compositions, machines, apparatus, systems, prospective and executed contracts and other business arrangements, and sources of supply, except to the extent otherwise provided in Section 8.3.

1.3 "Deliverables" shall mean those items or tasks to be performed by Engineer, which must be accepted by Client as described in the Agreement.

1.4 "Project" shall mean the Services agreed upon in writing by Engineer and Client.

1.5 "Reimbursable Expenses" shall mean those expenses incurred by Engineer in connection with the performance of the Services, including but not limited to, copying charges, facsimile charges, postage, express mail charges and other direct expenses incurred on Client's behalf. In the event any officer, employee or agent is required to travel away from the work area in connection with the performance of the Services, at the request of and with the written approval of Client, the term "Reimbursable Expenses" shall also include transportation, subsistence, lodging and miscellaneous travel related expenses.

1.6 "Services" shall mean the professional engineering services that Engineer agrees to provide to Client according to the provisions in this Agreement and as otherwise agreed upon in writing by Engineer and Client. "Services" can include, but are not limited to, software development services, data translation services, data conversion services, certain data processing services, and consulting services.

2. **Scope.** The Engineer agrees to provide Engineer's Services to Client as identified and set forth in the Agreement attached hereto and made a part hereof. No services other than the services set forth in the Agreement shall be performed or assumed without the express written consent of Engineer and the written modification of the scope of the Services set forth thereon.

3. **Independent Contractor.**

3.1 **Generally.** Throughout the term of this Agreement both parties hereto understand and agree that Engineer will be performing this Agreement as an independent contractor of Client. Client is only interested in the results to be achieved by Engineer. The conduct and control of the Services provided by Engineer under this Agreement shall lie solely with the Engineer. Subject to the general requirements specified by Client, Engineer shall determine the manner and means of the performance of Engineer's Services, including the amount of time to be devoted by Engineer and Engineer's employees, subcontractors and agents to Client. Furthermore, it is specifically understood and agreed by both parties that Engineer is not required to provide Services exclusively for Client and that Engineer is free to provide Services to third parties during the term of this Agreement.

3.2 Relationship. Nothing in this Agreement shall be construed as making Client a partner, employee, agent or franchisee of Engineer. Neither Client nor any employee or agent of Client is entitled to participate in any benefits extended by Engineer to its own employees. In addition, Client understands and agrees that Client has no right, power or authority to bind Engineer in any way whatsoever.

3.3 Operating Representative. The Engineer shall designate a representative authorized to act on the Engineer's behalf with respect to the Services to be provided to Client under this Agreement. The Engineer or such authorized representative shall render decisions in a timely manner pertaining to the Services in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

3.4 Duties and Responsibilities of Engineer. Engineer is engaged in an independently established business separate and apart from Client. In light of such fact, Engineer understands and agrees to accept sole responsibility for the following with respect to the performance of this Agreement:

3.4.1 Engineer Equipment. Engineer, at its sole expense, shall provide tools, equipment, materials and supplies necessary for Engineer to perform the Services under this Agreement.

3.4.2 Engineer Facilities. Engineer, at its sole expense, shall maintain its own offices and facilities from which it will operate and conduct the Services, if such Services are not conducted on the customer's premises.

3.4.3 Employees, Subcontractors and Agents. Engineer may engage one or more employees, subcontractors or agents to perform the Services under this Agreement on behalf of Engineer. All persons employed or engaged by Engineer to perform the Services shall be subject to the exclusive control and direction of Engineer, it being the intention of the parties hereto that the employees, subcontractors and agents engaged by Engineer under the provisions of this Agreement shall not be subject to the control of Client. Client shall not be responsible for any payments to any employee, subcontractor or agent engaged by Engineer to assist in the performance of the Services under this Agreement.

3.4.4 Taxes and Unemployment Taxes. Engineer shall be solely responsible for any and all federal, state and local taxes based upon the payments to be made by Client to Engineer under the provisions of this Agreement. Engineer shall also bear sole responsibility for paying unemployment compensation taxes with respect to Engineer and the employees, subcontractors and agents of Engineer as may be required under federal, state or local law. Client shall not be responsible for the withholding and remittance of any federal, state or local taxes on behalf of Engineer or any employees, subcontractors or agents of Engineer.

3.4.5 Workers' Compensation Coverage. Engineer shall also bear primary responsibility for providing workers' compensation coverage to Engineer and the employees, subcontractors and agents of Engineer as may be required under the laws of the State of Oklahoma. On or before the execution of this Agreement, Engineer will provide Client with either (i) proof of a valid workers' compensation insurance policy issued to Engineer or (ii) a copy of the Certification of Non-Coverage Under the Workers' Compensation Act filed by Engineer with the Oklahoma Department of Labor under the provisions of Section 415.1 of Title 40 of the Oklahoma Statutes, as may be amended from time to time, and maintain such policy or Certification in effect throughout the term of this Agreement. If Engineer engages employees, subcontractors or agents to assist Engineer in the performance of this Agreement, such employees, subcontractors or agents of Engineer must also provide Client with a copy of a Certification of Non-Coverage Under the Workers' Compensation Act filed with the Oklahoma Department of Labor and maintain such Certification in effect throughout the term of this Agreement.

3.5 No Responsibility for Others. The Engineer shall not be responsible for the acts or omissions of any other consultants, subcontractors, their agents or employees, or other persons performing any of the Services under this Agreement or otherwise on behalf of Client. The Engineer does

not guarantee the performance of this Agreement by such other consultants, subcontractors, employees or other persons and the Engineer shall not be responsible for the failure of such other consultants, subcontractors, agents, employees or other persons to fully perform this Agreement.

4. Compensation.

4.1 Compensation for Services Performed. As compensation for the Services performed by Engineer for Client, Client shall pay the Engineer at a rate as set forth in the Agreement attached hereto and make a part hereof. Client shall pay for Services performed by Engineer in accordance with the provisions of Section 5 herein below.

4.2 Reimbursable Expenses. Client will pay Reimbursable Expenses associated with Services performed by Engineer under the approval and direction of Client in accordance with the provisions of Section 5 herein below.

5. Payment.

5.1 Monthly invoices, for Services performed by Engineer and expenses associated therewith, prepared by Engineer and submitted to Client shall be due and payable within fifteen (15) days of the date Engineer submits an invoice for such Services performed and expenses incurred.

5.2 In the event that Client shall fail to make the payment of the monthly invoice, or portions thereof, for each calendar month during the term of this Agreement, Client shall, in addition to the payment of such invoice, pay interest on the unpaid balance at an annual rate equal to the prime rate of interest, determined as of the due date of the payment, plus one and one-half percent (1½%), calculated from the date of the payment until the date of receipt of such payment by Engineer. The prime rate of interest for purposes of this Agreement shall be the prime rate of interest established by BancFirst, Oklahoma City, Oklahoma for major commercial lending transactions.

6. Events of Termination.

6.1 Termination by Engineer. Upon the occurrence of one or more of the following events, Engineer may, at its option, terminate this Agreement:

6.1.1 In the event that Client commits a breach of this Agreement, except for the failure to make payments due hereunder, Engineer shall provide written notice of such breach to Client. Client shall have the right to cure such event of breach within thirty (30) days following the receipt of written notice from Engineer as provided herein. In the event that Client shall correct such event of breach after the receipt of notice and within the thirty (30) day time period provided herein, this Agreement shall continue and remain in full force and effect. In the event that Client shall fail to correct such event of breach within the thirty (30) day time period provided herein, this Agreement shall, at the option of Engineer, terminate and Engineer will have no further obligations or otherwise.

6.1.2 In the event that Client shall fail to make payment of the invoices for services in the manner provided in Section 5 hereinabove, Engineer may, at its option, immediately terminate this Agreement and in such event, Engineer shall have no further obligations hereunder or otherwise.

6.2 Termination by Client. In the event that Engineer commits a breach of this Agreement, Client shall provide written notice of such breach to Engineer. Engineer shall have the right to cure such event of breach within thirty (30) days following the receipt of written notice from Client as provided herein. In the event that Engineer shall correct such event of breach after the receipt of notice and within the thirty (30) day time period provided herein, this Agreement shall continue and remain in full force and effect. In the event that Engineer shall fail to correct such event of breach within the thirty (30) day time period provided herein, this Agreement shall, at the option of Client, terminate and Client will have no further obligations or otherwise, except for the payments due for services performed.

7. Mediation.

7.1 Submission of Disputes to Mediation. If a claim, dispute or other matter in question arises out of or relates to this Agreement, or the breach thereof, and if said claim, dispute or other matter in question cannot be settled through negotiation, the parties hereto agree first to try in good faith to settle the claim, dispute or other matter in question by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration, litigation or some other dispute resolution procedure.

7.2 Confidentiality. The mediation conducted pursuant hereto shall be private unless the parties and the mediator otherwise agree in writing. No session shall be recorded and there shall be no stenographic record maintained. The parties and their respective counsel agree that the mediator's work product, case file and any communication made in the course of the mediation shall be confidential and not subject to disclosure in any subsequent judicial, administrative or private proceeding. The parties agree that the mediation process instituted pursuant hereto is an effort to compromise and settle their differences regarding the issues to be mediated and shall constitute compromise negotiations within the meaning of the applicable Federal and Oklahoma rules of evidence. Accordingly, evidence of (i) furnishing or offering or promising to furnish, or (ii) accepting or offering or promising to accept, valuable consideration in compromising or attempting to compromise a claim which was disputed as to validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. The evidence of conduct or statements made in compromise negotiations such as mediation is likewise not admissible. The parties hereto agree that documents or information designated as privileged under the attorney/client or accountant/client privileges, or the attorney work product doctrines that are disclosed to the mediator shall be kept confidential by the mediator, and any such disclosure shall not be deemed a waiver of any such privilege or protection.

7.3 Venue. Any mediation provided for in this Agreement shall take place in Oklahoma City, Oklahoma, at an office location chosen by the parties. If the parties are unable to agree on an office location, then the mediator shall choose the location.

7.4 Cost of Mediation. The cost of mediation services, including the compensation of the mediator and payment of the out-of-pocket expenses of the mediator shall be apportioned equally among the parties.

8. Nondisclosure.

8.1 Confidential Information. Except as authorized in writing, neither Engineer nor Client will at any time during or after the term of this Agreement, directly or indirectly, disclose to any third party any Confidential Information of the other party to this Agreement. During the term of this Agreement, Engineer and Client may only use Confidential Information of the other party for a purpose, which is necessary to the carrying out of this Agreement.

8.2 Breach; Remedies. In the event of a breach or threatened breach by either Engineer or Client of the provisions of this Section 8, the non-breaching party shall be entitled to an injunction restraining the other party from such breach. The breaching party shall indemnify and hold harmless the non-breaching party from any and all damages, actions, suits, proceedings, liabilities, losses, costs and expenses (including court costs and reasonable attorneys' fees) incurred by the non-breaching party arising out of the breaching party's breach or threatened breach of this Section 8 or arising out of the non-breaching party's efforts to prevent or remedy such breach or threatened breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other remedies available to it for a breach or threatened breach of this Section 8.

8.3 Exceptions. Client and Engineer agree to hold in confidence and not publish or otherwise disclose any and all Confidential Information received from each other, or developed in connection with Services performed by Engineer in connection with the Project, whether of a technical or business nature, except:

8.3.1 information which at the time of disclosure or development can be shown to have been in the general public knowledge;

8.3.2 information which, after disclosure or development, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement by a party to this Agreement;

8.3.3 information which a party to this Agreement can establish by competent proof was in its possession at the time of disclosure by the other party to this Agreement and was not acquired, directly or indirectly, from the other party to this Agreement; and

8.3.4 information, which a party to this Agreement receives without restriction from a third party, provided that such information was not obtained by said third party, directly or indirectly, from the other party to this Agreement.

Client and Engineer shall not be permitted to justify the disregard of the foregoing obligations of confidentiality by using any Confidential Information to conduct a search of publicly available information, selecting a series of unrelated items and fitting them together in an integrated disclosure.

8.4 **No License.** This Agreement shall not be construed as granting any license or other rights from one party to the other party to this Agreement.

8.5 **Survival.** Client's and Engineer's respective obligations of confidentiality and non-use of Confidential Information under Sections 8.1 through 8.4 hereinabove shall continue beyond the completion or termination of the Project and beyond termination of this Agreement.

9. **Warranties.** Engineer represents and warrants (i) that all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (ii) that all Deliverables will conform to the specifications and functions set forth in this Agreement; and (iii) that Engineer will perform all work set forth in this Agreement in compliance with applicable law. ***THIS WARRANTY IS A LIMITED WARRANTY AND THE ONLY WARRANTY MADE BY ENGINEER. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. CLIENT AGREES THAT, EXCEPT TO THE EXTENT PROVIDED IN SECTION 10 HEREIN BELOW, ENGINEER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES EVEN IF ENGINEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.***

10. **Damages.**

10.1 **Sophistication of Parties; No Violations.** The parties hereto agree that they are knowledgeable and sophisticated in business matters and that they are particularly knowledgeable with respect to the Services to be performed under this Agreement. Furthermore, the parties hereto agree that the provisions of this Section 10 are not made a part of this Agreement to the extent that they would be unconscionable or a violation of public policy according to Oklahoma law.

10.2 **Limitation of Damages.** The parties hereto agree that any negligence damages and/or consequential damages alleged, collected or attempted to be collected by Client against Engineer are limited, to the extent permitted by Oklahoma law. As a result, Client agrees to not allege, collect or attempt to collect negligence damages and/or consequential damages from Engineer unless such damages are equal to or more than the minimum amount of Fifteen Thousand and No/100ths Dollars (\$15,000.00) and to not allege, collect or attempt to collect negligence damages and/or consequential damages from Engineer in excess of the maximum amount to be paid under Subsection 4.1 hereinabove as compensation for the Services performed by Engineer for Client.

10.3 **Liquidation of Damages.** Notwithstanding the limitation of damages provided in Subsection 10.2, the parties hereto also agree that they have computed, estimated and agreed upon the

range of sums established in Subsection 10.2 as an attempt to make a reasonable forecast of probable actual loss incurred by Client because it would be impracticable or extremely difficult to ascertain or fix the amount of actual damages resulting from any actual loss incurred by Client; that the range of sums established in Subsection 10.2 are agreed upon as liquidated damages and not as a penalty; that, therefore, any negligence damages and/or consequential damages incurred by Client with respect to this Agreement and the performance of this Agreement are liquidated according to the range of sums established in Subsection 10.2 hereinabove.

10.4 Good Faith. Client agrees to use reasonableness and good faith in alleging and collecting or attempting to collect negligence damages and/or consequential damages within the range of sums established in Subsections 10.2 and 10.3 hereinabove.

10.5 Aggregate Application. Client agrees that, regardless of the number of separate actions, matters or circumstances under which Client would allege, collect or attempt to collect negligence damages and/or consequential damages, the limitation and liquidation of damages provision in this Section 10 limit and liquidate the aggregate amount of negligence damages and/or consequential damages which Client may allege, collect or attempt to collect pursuant to *all* actions, matters or circumstances arising under this Agreement and the performance of this Agreement.

11. Indemnification. Client shall indemnify, hold harmless and defend Engineer, its officers, directors, shareholders, employees, agents, servants and subcontractors from and against any and all claims, suits, actions, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) of every kind and character made upon or brought against Engineer or its officers, directors, shareholders, employees, agents, servants or subcontractors (i) arising out of or in connection with one or more provisions of this Agreement, (ii) for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of said Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, in doing the work and rendering the services contracted for, (iii) by or in consequence of any negligence in operation or any improper material or equipment used, (iv) by or on account of any act or omission of said Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, and (v) from all claims of damage for infringement of any patent in fulfilling the Agreement.

12. Liability of Engineer to Third Parties. To the extent permitted by Oklahoma law, the parties hereto agree that Engineer shall not be responsible to nor liable to Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, in any manner for any suits or alleged suits for any damages, either fanciful or real, brought by any party (hereinafter called "Third Party") against Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, nor be liable to the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, for the defense of any suits brought by any Third Party against Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, on account of or alleged to be on account of any acts or promises made by Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, nor for any acts of negligence or representations made by the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, not contained in the authentic literature printed and sent by Engineer to any Third Party, nor shall a specific inclusion of the protection of Engineer for the acts specified be taken and construed by the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, as an exclusion of all other protections of Engineer for the acts specified in this Section 12.

13. No Personal Liability. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by the parties in writing in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future officer, director, shareholder, employee, agent, servant or subcontractor of Engineer, or of any officer, director, shareholder, employee, agent, servant or subcontractor of any successor to Engineer, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or nonobservance of or for any failure to perform, fulfill or comply with any such stipulation, covenant,

agreement or obligation, nor shall any recourse be had for any such stipulation, covenant, agreement or obligation, against any such person, in his individual capacity, either directly or through Engineer or any successor to Engineer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

14. General Provisions.

14.1 Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are received at the address set forth in this Agreement, whether by mail, facsimile transmission or hand delivery. Each party agrees to notify the other party in writing if there is a change in their address.

14.2 Choice of Law. This Agreement and all amendments thereof shall be governed by and construed in accordance with the law of the State of Oklahoma applicable to contracts made and to be performed therein, without reference to its conflict of laws provisions. The venue of any action brought to enforce this Agreement, the documents or agreements attached hereto, or the terms, conditions or agreements hereof shall be brought in Oklahoma City, Oklahoma County, Oklahoma.

14.3 Consent to Jurisdiction and Venue. Subject first to and except as otherwise provided in Section 8 hereinabove, Client (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement or such other documents which may be delivered in connection with this Agreement may be brought in a court of record in the State of Oklahoma or in the Courts of the United States of America located in the State of Oklahoma, (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. The Client also irrevocably consents to the service of any and all process in any such suit, action or proceeding by mailing of copies of such process to the company at its address provided in this Agreement. The Client agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section shall be by certified mail, return receipt requested. Nothing in this Section shall affect the right of Engineer to serve legal process in any other manner permitted by law or affect the right of Engineer to bring any suit, action or proceeding against the Client or its property in the courts of any other jurisdictions.

14.4 Assignment. Neither this Agreement nor any part hereof or interest herein shall be assignable by any party to this Agreement without the prior written consent of the other party to this Agreement.

14.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees.

14.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter hereof and there are no agreements, understandings, restrictions, warranties or representations among the parties relating to the subject matter hereof other than those set forth herein. This Agreement is not intended to have any legal effect whatsoever, or to be a legally binding agreement, or any evidence thereof, until it has been signed by all parties.

14.7 Amendments and Supplements. This Agreement can be amended, supplemented or modified only in writing signed by the parties hereto. Any purported oral amendment, modification or supplement shall be void.

14.8 No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and

no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

14.9 **Survival of Obligations.** Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of, and be binding upon the parties, their successors, administrators, heirs and assigns.

14.10 **Invalid Clause.** In the event any clause or provision of this Agreement proves to be, or be adjudged, invalid or void for any reason, then and in that event, such invalid or void clause or provision shall not remain operative and shall not affect the whole of this Agreement, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

August 24, 2020

City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

Attention: Ms. Kellie Gilles

RE: Subdivision Regulation Review and Amendment: Planning Services Proposal

Dear Kellie:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. Following is a list of the services we understand to be necessary, along with the associated cost.

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Ms. Kellie Gilles

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August 24, 2020

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Task Four – Public Hearings and Approval

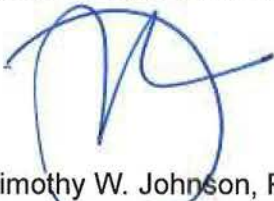
1. Stakeholder committee meeting for recommendation
2. Planning Commission (introduction and adoption)
3. City Council (introduction and adoption)

Formal authorization to proceed can be accomplished by fully completing the attached Engineering Services Agreement and returning it via mail or courier to Johnson & Associates, Inc. This office will then provide a fully executed copy of the Agreement to you. "Exhibit A" of the Agreement is attached by reference and is on file from a previous project performed for your Company.

Please note that the technical and pricing information contained in any correspondence or proposal submitted by Johnson & Associates is considered confidential and proprietary. It should not be released or otherwise be made available to any third party without the express, written consent of Johnson & Associates.

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,



Timothy W. Johnson, P.E., President

JOHNSON & ASSOCIATES, INC.

TWJ/rw

Attachments

cc: Mark Zitzow, Planner
Mike Bolka, Accounting
Rachel Whitcomb, TJ File
Proposal File

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 24th day of August, 2020, by and between **Johnson & Associates, Inc.**, an Oklahoma Professional Corporation, ("Engineer"), and City of Midwest City, a _____ ("Client").

1. **Engineer's Name and Address:** **Johnson & Associates, Inc.**
1 East Sheridan Ave., Suite 200
Oklahoma City, Oklahoma 73104
2. **Client's Name and Address:** City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
Attention: Ms. Kellie Gilles
3. **Scope of Services:** At the request of Client, Engineer shall perform certain Services to the extent agreed upon for a particular Project. With respect to each Project, the parties shall agree in writing upon the terms and conditions required for the performance of the Project and included in and made a part of this Agreement. The terms and conditions established for a Project may be amended upon the mutual written agreement of Authorized Representatives of each party.
4. **Deliverables:** With respect to each Project, Engineer shall deliver the following Deliverables to Client: Plans, Specifications and Calculations as outlined in the

Proposal Letter dated August 24, 2020

Engineer shall submit each Deliverable to the Client on or before the mutually agreed delivery date. Client shall accept or not accept the Deliverable within seven (7) days following receipt of the Deliverable, or such other time as is mutually agreed, by providing written notice to Engineer. Conformance with specifications as defined for the Project shall solely determine acceptability. Client shall describe the ways in which the Deliverable is unacceptable to Client and the corrections or improvements, which are required by Client. If Deliverable is not accepted by Client, Client will describe in writing any nonconformance with specifications and, if agreed, Engineer will use its best efforts to resubmit the Deliverable to Client within fifteen (15) days or such other time as is mutually accepted.

5. **Project Name:** Subdivision Regulation Review and Amendment.

6. **Brief Project Description:** All aspects of Surveying and Civil Engineering and Representation for Construction and Value Engineering as outlined in the Proposal

Letter dated August 24, 2020.

7. **Project Price:** \$33,000.00. Additional Public Hearing Representation (after first
six: \$1,000.00 per hearing.

8. **Project Delivery Schedule:** To be determined.

9. **Term of Agreement:** Unless otherwise terminated by the parties hereto in accordance with the provisions of ***Exhibit A, Terms and Conditions, Section 6***, the term of this Agreement shall be for a period of One (1) year(s), beginning on the 24th day of August, 2020 and ending on the 24th of August, 2021.

10. **Insurance:** Engineer will carry and maintain throughout the term of this Agreement, in a form subject to the approval of Client, at Engineer's sole expense, general liability insurance adequate to protect both parties from the obligations of Engineer set forth in this Agreement. Such insurance shall be maintained in amounts and with coverage no less than \$1,000,000.00 per occurrence and in the aggregate, including bodily injury, property damage and contractual liability. Certificate of insurance shall be furnished by Engineer to Client at the time of or before the execution of this Agreement at the request of Client. Engineer agrees that such insurance will be the primary source of insurance coverage with respect to any claim or liability relating to this Agreement regardless of any other insurance coverage, which Engineer may procure for its own benefit.

11. **Additional Terms and/or Conditions Governing Project:** Per attached

Proposal Letter dated August 24, 2020

12. **Remaining Terms:** The remaining terms and conditions of this Agreement are attached hereto as ***Exhibit A, Terms and Conditions***, and fully incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Engineer:

Johnson & Associates, Inc.,
an Oklahoma Professional Corporation

By: 
Timothy W. Johnson, P.E., President

Client:

Company Name: City of Midwest City

a _____

By: _____

Name (Print): _____

Title: _____

Phone No: () _____

Fax No.: () _____

EXHIBIT A

TERMS AND CONDITIONS

Engineer and Client hereby agree that the following terms and conditions are a part of the Engineering Services Agreement by and between by and between Engineer and Client (the "Agreement").

1. **Defined Terms.** When used in this Agreement, the defined terms listed below shall have the following meanings:

1.1 "Authorized Representative" shall mean a person authorized to execute this Agreement, and other agreements on behalf of a party. The Authorized Representatives shall be identified in writing by the parties.

1.2 "Confidential Information" shall mean all information, whether written or otherwise, regarding the parties' business, including information regarding customers, customer lists, costs, prices, earnings, products, formulae, compositions, machines, apparatus, systems, prospective and executed contracts and other business arrangements, and sources of supply, except to the extent otherwise provided in Section 8.3.

1.3 "Deliverables" shall mean those items or tasks to be performed by Engineer, which must be accepted by Client as described in the Agreement.

1.4 "Project" shall mean the Services agreed upon in writing by Engineer and Client.

1.5 "Reimbursable Expenses" shall mean those expenses incurred by Engineer in connection with the performance of the Services, including but not limited to, copying charges, facsimile charges, postage, express mail charges and other direct expenses incurred on Client's behalf. In the event any officer, employee or agent is required to travel away from the work area in connection with the performance of the Services, at the request of and with the written approval of Client, the term "Reimbursable Expenses" shall also include transportation, subsistence, lodging and miscellaneous travel related expenses.

1.6 "Services" shall mean the professional engineering services that Engineer agrees to provide to Client according to the provisions in this Agreement and as otherwise agreed upon in writing by Engineer and Client. "Services" can include, but are not limited to, software development services, data translation services, data conversion services, certain data processing services, and consulting services.

2. **Scope.** The Engineer agrees to provide Engineer's Services to Client as identified and set forth in the Agreement attached hereto and made a part hereof. No services other than the services set forth in the Agreement shall be performed or assumed without the express written consent of Engineer and the written modification of the scope of the Services set forth thereon.

3. **Independent Contractor.**

3.1 **Generally.** Throughout the term of this Agreement both parties hereto understand and agree that Engineer will be performing this Agreement as an independent contractor of Client. Client is only interested in the results to be achieved by Engineer. The conduct and control of the Services provided by Engineer under this Agreement shall lie solely with the Engineer. Subject to the general requirements specified by Client, Engineer shall determine the manner and means of the performance of Engineer's Services, including the amount of time to be devoted by Engineer and Engineer's employees, subcontractors and agents to Client. Furthermore, it is specifically understood and agreed by both parties that Engineer is not required to provide Services exclusively for Client and that Engineer is free to provide Services to third parties during the term of this Agreement.

3.2 Relationship. Nothing in this Agreement shall be construed as making Client a partner, employee, agent or franchisee of Engineer. Neither Client nor any employee or agent of Client is entitled to participate in any benefits extended by Engineer to its own employees. In addition, Client understands and agrees that Client has no right, power or authority to bind Engineer in any way whatsoever.

3.3 Operating Representative. The Engineer shall designate a representative authorized to act on the Engineer's behalf with respect to the Services to be provided to Client under this Agreement. The Engineer or such authorized representative shall render decisions in a timely manner pertaining to the Services in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

3.4 Duties and Responsibilities of Engineer. Engineer is engaged in an independently established business separate and apart from Client. In light of such fact, Engineer understands and agrees to accept sole responsibility for the following with respect to the performance of this Agreement:

3.4.1 Engineer Equipment. Engineer, at its sole expense, shall provide tools, equipment, materials and supplies necessary for Engineer to perform the Services under this Agreement.

3.4.2 Engineer Facilities. Engineer, at its sole expense, shall maintain its own offices and facilities from which it will operate and conduct the Services, if such Services are not conducted on the customer's premises.

3.4.3 Employees, Subcontractors and Agents. Engineer may engage one or more employees, subcontractors or agents to perform the Services under this Agreement on behalf of Engineer. All persons employed or engaged by Engineer to perform the Services shall be subject to the exclusive control and direction of Engineer, it being the intention of the parties hereto that the employees, subcontractors and agents engaged by Engineer under the provisions of this Agreement shall not be subject to the control of Client. Client shall not be responsible for any payments to any employee, subcontractor or agent engaged by Engineer to assist in the performance of the Services under this Agreement.

3.4.4 Taxes and Unemployment Taxes. Engineer shall be solely responsible for any and all federal, state and local taxes based upon the payments to be made by Client to Engineer under the provisions of this Agreement. Engineer shall also bear sole responsibility for paying unemployment compensation taxes with respect to Engineer and the employees, subcontractors and agents of Engineer as may be required under federal, state or local law. Client shall not be responsible for the withholding and remittance of any federal, state or local taxes on behalf of Engineer or any employees, subcontractors or agents of Engineer.

3.4.5 Workers' Compensation Coverage. Engineer shall also bear primary responsibility for providing workers' compensation coverage to Engineer and the employees, subcontractors and agents of Engineer as may be required under the laws of the State of Oklahoma. On or before the execution of this Agreement, Engineer will provide Client with either (i) proof of a valid workers' compensation insurance policy issued to Engineer or (ii) a copy of the Certification of Non-Coverage Under the Workers' Compensation Act filed by Engineer with the Oklahoma Department of Labor under the provisions of Section 415.1 of Title 40 of the Oklahoma Statutes, as may be amended from time to time, and maintain such policy or Certification in effect throughout the term of this Agreement. If Engineer engages employees, subcontractors or agents to assist Engineer in the performance of this Agreement, such employees, subcontractors or agents of Engineer must also provide Client with a copy of a Certification of Non-Coverage Under the Workers' Compensation Act filed with the Oklahoma Department of Labor and maintain such Certification in effect throughout the term of this Agreement.

3.5 No Responsibility for Others. The Engineer shall not be responsible for the acts or omissions of any other consultants, subcontractors, their agents or employees, or other persons performing any of the Services under this Agreement or otherwise on behalf of Client. The Engineer does

not guarantee the performance of this Agreement by such other consultants, subcontractors, employees or other persons and the Engineer shall not be responsible for the failure of such other consultants, subcontractors, agents, employees or other persons to fully perform this Agreement.

4. Compensation.

4.1 Compensation for Services Performed. As compensation for the Services performed by Engineer for Client, Client shall pay the Engineer at a rate as set forth in the Agreement attached hereto and make a part hereof. Client shall pay for Services performed by Engineer in accordance with the provisions of Section 5 herein below.

4.2 Reimbursable Expenses. Client will pay Reimbursable Expenses associated with Services performed by Engineer under the approval and direction of Client in accordance with the provisions of Section 5 herein below.

5. Payment.

5.1 Monthly invoices, for Services performed by Engineer and expenses associated therewith, prepared by Engineer and submitted to Client shall be due and payable within fifteen (15) days of the date Engineer submits an invoice for such Services performed and expenses incurred.

5.2 In the event that Client shall fail to make the payment of the monthly invoice, or portions thereof, for each calendar month during the term of this Agreement, Client shall, in addition to the payment of such invoice, pay interest on the unpaid balance at an annual rate equal to the prime rate of interest, determined as of the due date of the payment, plus one and one-half percent (1½%), calculated from the date of the payment until the date of receipt of such payment by Engineer. The prime rate of interest for purposes of this Agreement shall be the prime rate of interest established by BancFirst, Oklahoma City, Oklahoma for major commercial lending transactions.

6. Events of Termination.

6.1 Termination by Engineer. Upon the occurrence of one or more of the following events, Engineer may, at its option, terminate this Agreement:

6.1.1 In the event that Client commits a breach of this Agreement, except for the failure to make payments due hereunder, Engineer shall provide written notice of such breach to Client. Client shall have the right to cure such event of breach within thirty (30) days following the receipt of written notice from Engineer as provided herein. In the event that Client shall correct such event of breach after the receipt of notice and within the thirty (30) day time period provided herein, this Agreement shall continue and remain in full force and effect. In the event that Client shall fail to correct such event of breach within the thirty (30) day time period provided herein, this Agreement shall, at the option of Engineer, terminate and Engineer will have no further obligations or otherwise.

6.1.2 In the event that Client shall fail to make payment of the invoices for services in the manner provided in Section 5 hereinabove, Engineer may, at its option, immediately terminate this Agreement and in such event, Engineer shall have no further obligations hereunder or otherwise.

6.2 Termination by Client. In the event that Engineer commits a breach of this Agreement, Client shall provide written notice of such breach to Engineer. Engineer shall have the right to cure such event of breach within thirty (30) days following the receipt of written notice from Client as provided herein. In the event that Engineer shall correct such event of breach after the receipt of notice and within the thirty (30) day time period provided herein, this Agreement shall continue and remain in full force and effect. In the event that Engineer shall fail to correct such event of breach within the thirty (30) day time period provided herein, this Agreement shall, at the option of Client, terminate and Client will have no further obligations or otherwise, except for the payments due for services performed.

7. Mediation.

7.1 Submission of Disputes to Mediation. If a claim, dispute or other matter in question arises out of or relates to this Agreement, or the breach thereof, and if said claim, dispute or other matter in question cannot be settled through negotiation, the parties hereto agree first to try in good faith to settle the claim, dispute or other matter in question by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration, litigation or some other dispute resolution procedure.

7.2 Confidentiality. The mediation conducted pursuant hereto shall be private unless the parties and the mediator otherwise agree in writing. No session shall be recorded and there shall be no stenographic record maintained. The parties and their respective counsel agree that the mediator's work product, case file and any communication made in the course of the mediation shall be confidential and not subject to disclosure in any subsequent judicial, administrative or private proceeding. The parties agree that the mediation process instituted pursuant hereto is an effort to compromise and settle their differences regarding the issues to be mediated and shall constitute compromise negotiations within the meaning of the applicable Federal and Oklahoma rules of evidence. Accordingly, evidence of (i) furnishing or offering or promising to furnish, or (ii) accepting or offering or promising to accept, valuable consideration in compromising or attempting to compromise a claim which was disputed as to validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. The evidence of conduct or statements made in compromise negotiations such as mediation is likewise not admissible. The parties hereto agree that documents or information designated as privileged under the attorney/client or accountant/client privileges, or the attorney work product doctrines that are disclosed to the mediator shall be kept confidential by the mediator, and any such disclosure shall not be deemed a waiver of any such privilege or protection.

7.3 Venue. Any mediation provided for in this Agreement shall take place in Oklahoma City, Oklahoma, at an office location chosen by the parties. If the parties are unable to agree on an office location, then the mediator shall choose the location.

7.4 Cost of Mediation. The cost of mediation services, including the compensation of the mediator and payment of the out-of-pocket expenses of the mediator shall be apportioned equally among the parties.

8. Nondisclosure.

8.1 Confidential Information. Except as authorized in writing, neither Engineer nor Client will at any time during or after the term of this Agreement, directly or indirectly, disclose to any third party any Confidential Information of the other party to this Agreement. During the term of this Agreement, Engineer and Client may only use Confidential Information of the other party for a purpose, which is necessary to the carrying out of this Agreement.

8.2 Breach; Remedies. In the event of a breach or threatened breach by either Engineer or Client of the provisions of this Section 8, the non-breaching party shall be entitled to an injunction restraining the other party from such breach. The breaching party shall indemnify and hold harmless the non-breaching party from any and all damages, actions, suits, proceedings, liabilities, losses, costs and expenses (including court costs and reasonable attorneys' fees) incurred by the non-breaching party arising out of the breaching party's breach or threatened breach of this Section 8 or arising out of the non-breaching party's efforts to prevent or remedy such breach or threatened breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other remedies available to it for a breach or threatened breach of this Section 8.

8.3 Exceptions. Client and Engineer agree to hold in confidence and not publish or otherwise disclose any and all Confidential Information received from each other, or developed in connection with Services performed by Engineer in connection with the Project, whether of a technical or business nature, except:

8.3.1 information which at the time of disclosure or development can be shown to have been in the general public knowledge;

8.3.2 information which, after disclosure or development, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement by a party to this Agreement;

8.3.3 information which a party to this Agreement can establish by competent proof was in its possession at the time of disclosure by the other party to this Agreement and was not acquired, directly or indirectly, from the other party to this Agreement; and

8.3.4 information, which a party to this Agreement receives without restriction from a third party, provided that such information was not obtained by said third party, directly or indirectly, from the other party to this Agreement.

Client and Engineer shall not be permitted to justify the disregard of the foregoing obligations of confidentiality by using any Confidential Information to conduct a search of publicly available information, selecting a series of unrelated items and fitting them together in an integrated disclosure.

8.4 **No License.** This Agreement shall not be construed as granting any license or other rights from one party to the other party to this Agreement.

8.5 **Survival.** Client's and Engineer's respective obligations of confidentiality and non-use of Confidential Information under Sections 8.1 through 8.4 hereinabove shall continue beyond the completion or termination of the Project and beyond termination of this Agreement.

9. **Warranties.** Engineer represents and warrants (i) that all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (ii) that all Deliverables will conform to the specifications and functions set forth in this Agreement; and (iii) that Engineer will perform all work set forth in this Agreement in compliance with applicable law. ***THIS WARRANTY IS A LIMITED WARRANTY AND THE ONLY WARRANTY MADE BY ENGINEER. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. CLIENT AGREES THAT, EXCEPT TO THE EXTENT PROVIDED IN SECTION 10 HEREIN BELOW, ENGINEER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES EVEN IF ENGINEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.***

10. **Damages.**

10.1 **Sophistication of Parties; No Violations.** The parties hereto agree that they are knowledgeable and sophisticated in business matters and that they are particularly knowledgeable with respect to the Services to be performed under this Agreement. Furthermore, the parties hereto agree that the provisions of this Section 10 are not made a part of this Agreement to the extent that they would be unconscionable or a violation of public policy according to Oklahoma law.

10.2 **Limitation of Damages.** The parties hereto agree that any negligence damages and/or consequential damages alleged, collected or attempted to be collected by Client against Engineer are limited, to the extent permitted by Oklahoma law. As a result, Client agrees to not allege, collect or attempt to collect negligence damages and/or consequential damages from Engineer unless such damages are equal to or more than the minimum amount of Fifteen Thousand and No/100ths Dollars (\$15,000.00) and to not allege, collect or attempt to collect negligence damages and/or consequential damages from Engineer in excess of the maximum amount to be paid under Subsection 4.1 hereinabove as compensation for the Services performed by Engineer for Client.

10.3 **Liquidation of Damages.** Notwithstanding the limitation of damages provided in Subsection 10.2, the parties hereto also agree that they have computed, estimated and agreed upon the

range of sums established in Subsection 10.2 as an attempt to make a reasonable forecast of probable actual loss incurred by Client because it would be impracticable or extremely difficult to ascertain or fix the amount of actual damages resulting from any actual loss incurred by Client; that the range of sums established in Subsection 10.2 are agreed upon as liquidated damages and not as a penalty; that, therefore, any negligence damages and/or consequential damages incurred by Client with respect to this Agreement and the performance of this Agreement are liquidated according to the range of sums established in Subsection 10.2 hereinabove.

10.4 Good Faith. Client agrees to use reasonableness and good faith in alleging and collecting or attempting to collect negligence damages and/or consequential damages within the range of sums established in Subsections 10.2 and 10.3 hereinabove.

10.5 Aggregate Application. Client agrees that, regardless of the number of separate actions, matters or circumstances under which Client would allege, collect or attempt to collect negligence damages and/or consequential damages, the limitation and liquidation of damages provision in this Section 10 limit and liquidate the aggregate amount of negligence damages and/or consequential damages which Client may allege, collect or attempt to collect pursuant to *all* actions, matters or circumstances arising under this Agreement and the performance of this Agreement.

11. Indemnification. Client shall indemnify, hold harmless and defend Engineer, its officers, directors, shareholders, employees, agents, servants and subcontractors from and against any and all claims, suits, actions, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) of every kind and character made upon or brought against Engineer or its officers, directors, shareholders, employees, agents, servants or subcontractors (i) arising out of or in connection with one or more provisions of this Agreement, (ii) for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of said Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, in doing the work and rendering the services contracted for, (iii) by or in consequence of any negligence in operation or any improper material or equipment used, (iv) by or on account of any act or omission of said Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, and (v) from all claims of damage for infringement of any patent in fulfilling the Agreement.

12. Liability of Engineer to Third Parties. To the extent permitted by Oklahoma law, the parties hereto agree that Engineer shall not be responsible to nor liable to Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, in any manner for any suits or alleged suits for any damages, either fanciful or real, brought by any party (hereinafter called "Third Party") against Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, nor be liable to the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, for the defense of any suits brought by any Third Party against Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, on account of or alleged to be on account of any acts or promises made by Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, nor for any acts of negligence or representations made by the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, not contained in the authentic literature printed and sent by Engineer to any Third Party, nor shall a specific inclusion of the protection of Engineer for the acts specified be taken and construed by the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, as an exclusion of all other protections of Engineer for the acts specified in this Section 12.

13. No Personal Liability. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by the parties in writing in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future officer, director, shareholder, employee, agent, servant or subcontractor of Engineer, or of any officer, director, shareholder, employee, agent, servant or subcontractor of any successor to Engineer, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or nonobservance of or for any failure to perform, fulfill or comply with any such stipulation, covenant,

agreement or obligation, nor shall any recourse be had for any such stipulation, covenant, agreement or obligation, against any such person, in his individual capacity, either directly or through Engineer or any successor to Engineer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

14. General Provisions.

14.1 Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are received at the address set forth in this Agreement, whether by mail, facsimile transmission or hand delivery. Each party agrees to notify the other party in writing if there is a change in their address.

14.2 Choice of Law. This Agreement and all amendments thereof shall be governed by and construed in accordance with the law of the State of Oklahoma applicable to contracts made and to be performed therein, without reference to its conflict of laws provisions. The venue of any action brought to enforce this Agreement, the documents or agreements attached hereto, or the terms, conditions or agreements hereof shall be brought in Oklahoma City, Oklahoma County, Oklahoma.

14.3 Consent to Jurisdiction and Venue. Subject first to and except as otherwise provided in Section 8 hereinabove, Client (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement or such other documents which may be delivered in connection with this Agreement may be brought in a court of record in the State of Oklahoma or in the Courts of the United States of America located in the State of Oklahoma, (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. The Client also irrevocably consents to the service of any and all process in any such suit, action or proceeding by mailing of copies of such process to the company at its address provided in this Agreement. The Client agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section shall be by certified mail, return receipt requested. Nothing in this Section shall affect the right of Engineer to serve legal process in any other manner permitted by law or affect the right of Engineer to bring any suit, action or proceeding against the Client or its property in the courts of any other jurisdictions.

14.4 Assignment. Neither this Agreement nor any part hereof or interest herein shall be assignable by any party to this Agreement without the prior written consent of the other party to this Agreement.

14.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees.

14.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter hereof and there are no agreements, understandings, restrictions, warranties or representations among the parties relating to the subject matter hereof other than those set forth herein. This Agreement is not intended to have any legal effect whatsoever, or to be a legally binding agreement, or any evidence thereof, until it has been signed by all parties.

14.7 Amendments and Supplements. This Agreement can be amended, supplemented or modified only in writing signed by the parties hereto. Any purported oral amendment, modification or supplement shall be void.

14.8 No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and

no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

14.9 **Survival of Obligations.** Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of, and be binding upon the parties, their successors, administrators, heirs and assigns.

14.10 **Invalid Clause.** In the event any clause or provision of this Agreement proves to be, or be adjudged, invalid or void for any reason, then and in that event, such invalid or void clause or provision shall not remain operative and shall not affect the whole of this Agreement, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: September 28, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article IV, Offenses Against Property, by amending section 28-57, Petit Larceny; and providing for repealer and severability.

The proposed amendment to Chapter 28 Offenses – Miscellaneous, Article IV, Offenses Against Property, Section 28-57 Petit Larceny adds the definition of a “porch pirate.” It adds those definitions as a misdemeanor crime under the Petit Larceny Ordinance. This was done at the request of Ward 1.

Action is at the discretion of Mayor and Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES – MISCELLANEOUS, ARTICLE IV, OFFENSES AGAINST PROPERTY, BY AMENDING SECTION 28-57, PETIT LARCENCY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 28, Article IV, Section 28-57 is hereby amended to read as follows:

Sec. 28-57. - Petit larceny.

- (a) It shall be unlawful for any person to commit the crime of petit larceny within the city.
- (b) For the purposes of this section, the term "petit larceny" shall mean the taking of personal property not exceeding one thousand dollars (\$1,000.00) in value, accomplished by fraud or stealth, with intent to deprive another thereof.
- (c) Any person concealing unpurchased merchandise of any mercantile establishment, either on the premises or outside the premises of such establishment, shall be presumed to have so concealed such merchandise with the intention of committing a wrongful taking of such merchandise within the meaning of this section. Such concealment or the finding of such unpurchased merchandise concealed upon the person or among the belongings of such person shall be deemed conclusive evidence of reasonable grounds and probable cause for the detention of such person in a reasonable manner and for a reasonable period of time.
- (d) For purposes of this section, it shall also be deemed conclusive that petit larceny occurs when a person:
 - (1) Alters the price tag of merchandise or exchanges a price tag of an item or merchandise with a price tag from a lower value item;
 - (2) Removes the packaging or material from an item of merchandise containing any security tag or apparatus;
 - (3) Removes a security tag or apparatus from the merchandise;
 - (4) Places an item of merchandise underneath or within an article of clothing or within a pocket, purse backpack or other conveyance at any time while on the premises of a merchant.
- (e) For purposes of this sections, it shall also be deemed conclusive that petit larceny occurs when a person holds, conceals, destroys or takes mail, letters, postal cards, packages, bags or any other article or thing contained therein, or other sealed article addressed to a person from the mailbox or premises of another person or from a delivery vehicle at any

1 point throughout the delivery route without the effective consent of the addressee and
2 with the intent to deprive the addressee of the mail, letter, postal card, package, bag, or
3 other sealed article addressed to a person.
4

5 (f) Any person convicted of violating this section shall be punished by a fine or
6 imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such
7 fine and imprisonment, and each article of merchandise concealed or stolen may
8 constitute a separate offense.
9

10 (g) The judge of the municipal court may also order any person convicted of violating this
11 section to make restitution to the victim of the offense, and any fine imposed under this
12 section may be reduced accordingly if the circumstances bear such reduction.
13

14 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
15 repealed.
16

17 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
18 any reason held to be invalid, such decision shall not affect the validity of the remaining
19 provisions of the ordinance.
20

21 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
22 Oklahoma, this _____ day of _____, 2020.
23

24 THE CITY OF MIDWEST CITY, OKLAHOMA
25
26

27 _____
28 MATTHEW D. DUKES, II, Mayor
29

30 ATTEST:
31

32 _____
33 SARA HANCOCK, City Clerk
34

35 Approved as to form and legality this _____ day of _____, 2020.
36
37

38 _____
39 HEATHER POOLE, City Attorney
40

Oklahoma Statutes Citationized

Title 21. Crimes and Punishments

Chapter 68 - Larceny

Porch Piracy Act of 2020

Section 1740.2 - Definitions - Penalties

This Statute Will Go Into Effect

On: 11/01/2020

Cite as: 21 O.S. § 1740.2 (OSCN 2020), Porch Piracy Act of 2020

A. As used in this section:

1. "Mail" means a letter, postal card, package, bag or any other article or thing contained therein, or other sealed article addressed to a person, that:

- a. is delivered by a common carrier or delivery service and not yet received by the addressee, or
- b. has been left to be collected for delivery by a common carrier or delivery service; and

2. "Person" means an individual, partnership, corporation, limited liability company, association or other legal entity

B. It shall be unlawful for any person to hold, conceal, destroy or take mail from the mailbox or premises of another person or from a delivery vehicle at any point throughout the delivery route without the effective consent of the addressee and with the intent to deprive the addressee of the mail.

C. Any person who violates the provisions of this section shall, upon conviction, be guilty of a misdemeanor punishable by imprisonment in the county jail for a term not to exceed one (1) year, or by a fine not to exceed Five Hundred Dollars (\$500.00), or by both such fine and imprisonment.

D. When three or more separate offenses under this section are committed within a sixty-day period, the person shall be guilty of a felony punishable by imprisonment in the custody of the Department of Corrections for a term of not less than two (2) years nor more than five (5) years, or by a fine not to exceed Five Thousand Dollars (\$5,000.00), or by both such fine and imprisonment.

E. Any person convicted pursuant to the provisions of this section shall also be ordered to pay restitution to the victim as provided in Section 991f of Title 22 of the Oklahoma Statutes.

Historical Data

Laws 2020, HB 2777, c. 26, § 2, eff. November 1, 2020.



City Attorney

100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

TO: Chair and Committee Members

FROM: Heather Poole, City Attorney

Date: August 11, 2020

Subject: Discussion and consideration of amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article II, City Council, Section 2-17, "Elected Official Accountability Act and Ethics Policy"; and providing for repealer and severability.

At the request of Mayor Dukes, research was done to implement a code of conduct for the City Council. Some of those items were addressed in Article II, Section 2-17. The Ordinance amendments include the items from the city code of conducts that were reviewed.

Respectfully,

Heather Poole

Heather Poole, City Attorney

1 **ORDINANCE NO. _____**

2

3 **AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2,**
4 **ADMINISTRATION, BY AMENDING ARTICLE II, CITY COUNCIL, SECTION 2-17,**
5 **"ELECTED OFFICIAL ACCOUNT ABILITY ACT AND ETHICS POLICY,"; AND**
6 **PROVIDING FOR REPEALER AND SEVERABILITY**

7 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY,
8 OKLAHOMA:

9 **ORDINANCE**

10 **SECTION 1.** That the Midwest City Code Chapter 2, Administration, Article II, City Council, Section
11 2-17, "Elected Official Accountability Act and Ethics Policy," shall be amended to read as
12 follows:

13 **"Sec. 2-17. Elected Official Accountability Act and Ethics Policy.**

14

For ease of reference the term "member" refers to any member of the City Council, or City Boards,
Committees and Commissions established by City ordinance or Council policy.

A. ETHICS

The citizens and businesses of the City of Midwest City are entitled to have fair, ethical and accountable
local government. To this end, the public should have full confidence that their elected and appointed
officials:

- ☐ Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- ☐ Are independent, impartial and fair in their judgment and actions;
- ☐ Use their public office for the public good, not for personal gain; and
- ☐ Conduct public deliberations and processes openly, unless required by law to be confidential, in an
atmosphere of respect and civility.

Therefore, members of the City Council, and of all Boards, Committees and Commissions shall conduct
themselves in accordance with the following ethical standards:

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary
concern, members will work for the common good of the people of the City of Midwest City and not for
any private or personal interest, and they will assure fair and equal treatment of all persons, claims and
transactions coming before them.
2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the
laws of the nation, the State of Oklahoma and the City of Midwest City in the performance of their public
duties.
3. Conduct of Members. The professional and personal conduct of members while exercising their office
must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive
conduct, personal charges or verbal attacks upon the character or motives of other members of Council,
Boards, Committees and Commissions, the staff or public.
4. Respect for Process. Members shall perform their duties in accordance with the processes and rules of
order established by the City Council.
5. Conduct at Public Meetings. Members shall prepare themselves for public issues; listen courteously and
attentively to all public discussions before the body; and focus on the business at hand.
6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter
at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions
where the member is called upon to determine and apply facts peculiar to an individual case), members
shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions
on the facts presented at the hearing and the law.
7. Communication. For adjudicative matters pending before the body, members shall refrain from receiving
information outside of an open public meeting or the agenda materials, except on advice of the City
Attorney. Members shall publicly disclose substantive information that is relevant to a matter under
consideration by the body which they may have received from sources outside of the public decision-
making process.
8. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good
and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating
an appearance of impropriety in their actions and decisions. Members shall not use their official positions to
influence government decisions in which they or a member of his/her immediate family (defined as any

6. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

23 payments or gifts, other than those provided in the Charter or in the Code of Ordinances, for action or inaction in his/her elected capacity,

10. Confidential Information. Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. No member of the council shall disclose confidential discussions occurring in executive session with anyone other than other councilmembers or invited staff/guests. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests, for the member of the council or a member of his/her immediate family or on:

11. Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

36

13. Policy Role of Members. Members shall respect and adhere to the council-manager structure of City of Midwest City government as outlined in the Midwest City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the

Elections. No member of the council or candidate for council shall receive more than an amount established by state law in monetary or in-kind donations for each council election for which the member of council or candidate seeks office .

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Midwest City.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(b) Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

(c) Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

(d) Demonstrate effective problem-solving approaches

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) Be welcoming to speakers and treat them with care and gentleness. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

(b) Be fair and equitable in allocating public hearing time to individual speakers. The chair will determine and announce limits on speakers at the start of the public hearing process.

(c) Practice active listening

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom. No social media platforms should be accessed during any meetings, nor correspondence of any kind occur during meetings.

(d) Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

(e) Ask for clarification, but avoid debate and argument with the public

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or

anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) Never publicly criticize an individual employee

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager.

(d) Do not get involved in administrative functions

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

(e) Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(f) No Attorney-Client Relationship

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

4. Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) If attending a Board, Committee or Commission meeting, be careful to only express personal opinions. Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

(b) Limit contact with Board, Committee and Commission members to questions of clarification

It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.

(c) Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

(d) Be respectful of diverse opinions

A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives.

"C. Violation. A violation of any item listed in the Ethics Code, section A. shall be a misdemeanor punishable upon conviction by a fine, the amount of which shall be \$500.00, as well as sanctions set out in the City Charter. Any person convicted of a violation of this section shall immediately be removed from office and shall forever be disqualified from filing for or holding a city elective office."

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

: ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

Heather Poole, City Attorney



**City of Midwest City
Midwest City, Oklahoma
EST 1942**

**Code of Ethics and Conduct
for
Elected and Appointed Officials**

*"Always do right. This will gratify some people and
astonish the rest."
-- Mark Twain*

Adopted by Resolution No.
Amended by Resolution No.
Amended by Resolution No.

Policy Purpose

The Midwest City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Midwest City's City government.

A. **ETHICS**

The citizens and businesses of Midwest City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government.
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Midwest City and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of Oklahoma and the City of Midwest City in the performance of their public duties.
3. **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

7. **Communication.** For adjudicative hearings pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and/or City Manager and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Oklahoma Ethics Commission or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the

Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Midwest City, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.
14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Midwest City government as outlined in the Midwest City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Midwest City.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) *Practice civility and decorum in discussions and debate*
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.
- (c) *Avoid personal comments that could offend other members*
If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- (d) *Demonstrate effective problem-solving approaches*
Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) *Be welcoming to speakers and treat them with care and gentleness.*
While questions of clarification may be asked, the official's primary role during public testimony is to listen.
- (b) *Be fair and equitable in allocating public hearing time to individual speakers.*
The chair will determine and announce limits on speakers at the start of the public hearing process.
- (c) *Practice active listening*
It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes.
- (d) *Maintain an open mind*
Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.
- (e) *Ask for clarification, but avoid debate and argument with the public*
Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) Do not disrupt City staff from their jobs

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) Never publicly criticize an individual employee

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.

(d) Do not get involved in administrative functions

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

(e) Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(f) No Attorney-Client Relationship

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

(g) Council Member Must Resign

If a sitting council member intends to apply for a full time or part time position with the City of Midwest City, he/she must resign from the council before applying for that position.

4. Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) If attending a Board, Committee or Commission meeting, be careful to only express personal opinions

Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

(b) Limit contact with Board, Committee and Commission members to questions of clarification

It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.

(c) Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

(d) Be respectful of diverse opinions

A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

(e) Keep political support away from public forums

Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

C. **SANCTIONS**

(a) *Acknowledgement of Code of Ethics and Conduct*

Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) *Ethics Training for Local Officials*

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) *Behavior and Conduct*

The Midwest City Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Midwest City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Midwest City and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full Council.

Board, Committee and Commission Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 1.13 of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

D. IMPLEMENTATION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

Example:

I affirm that I have read and understand the City of Midwest City Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date



City Attorney

100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

TO: Chair and Committee Members

FROM: Heather Poole, City Attorney

Date: September 28, 2020

Subject: Discussion and Consideration of Charter Edits for Popular Vote

At the request of Mayor Dukes, the research and proposed drafts of Charter changes suggested by the prior City Prosecutor, Mary Ann Karns, and prior City Clerk, Rhonda Atkins, and changes that bring the City's Charter into compliance with state statutes and/or OMAG recommendations. Community Development staff has also reviewed charter sections that relate to paving regulations and park lands. The Charter changes require a vote of the people.

Respectfully,

Heather Poole

Heather Poole, City Attorney

1 An acknowledgement of Code of Ethics and Conduct shall be signed by each councilmember upon being
2 sworn in (or if already serving within 30 days of Sec 18 being enacted). Code of Conduct shall include
3 items addressed in City Ordinance and any other directives set out by Council and City Manager. All
4 signed acknowledgements shall be filed with the City Clerk. Councilmembers who do not sign an
5 acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible
6 for intergovernmental assignments or Council subcommittees. Board, Committee and Commission
7 members who do not sign an acknowledgement that they have read and understand the Code of Ethics
8 and Conduct are not eligible to hold office.

9 (b) Ethics Training for Local Officials

10 Councilmembers, Board, Committee and Commission Members who are out of compliance with State or
11 City mandated requirements for ethics training shall not represent the City on intergovernmental
12 assignments or Council subcommittees, and may be subject to sanctions.

13 (c) Behavior and Conduct

14 Councilmembers: Councilmembers who intentionally and repeatedly do not follow proper conduct may
15 be reprimanded or formally censured by the Council, lose seniority or committee assignments (both
16 within the City of Midwest City and with intergovernmental agencies) or other privileges afforded by the
17 Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as
18 deemed appropriate by the Council.

19 Individual Councilmembers should point out to the offending Councilmember perceived infractions of
20 the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the
21 Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter
22 should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate
23 action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice
24 Mayor), then the alleged violation(s) can be brought up with the full Council.

25 Board, Committee and Commission Members: Counseling, verbal reprimands and written warnings may
26 be administered by the Mayor to Board, Committee and Commission members failing to comply with
27 City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of
28 all written reprimands administered by the Mayor shall be distributed in memo format to the chair of
29 the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager,
30 and the City Council.

31 The City Council may impose sanctions on Board, Committee and Commission members whose conduct
32 does not comply with the policies and/or rules for said Boards, Committees or Commissions, up to and
33 including removal from office. Any form of discipline imposed by Council shall be determined by a
34 majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be
35 preceded by a Report to Council with supporting documentation.

36 When deemed warranted, the Mayor or majority of Council may call for an investigation of Board,
37 Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an
38 investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask
39 the City Manager or the City Attorney to investigate the allegation and report the findings.

1 These sanctions are alternatives to any other remedy that might otherwise be available to remedy
2 conduct that violates this code or state or federal law. In order to protect and preserve good
3 government, any individual including the City Manager and the City Attorney after complying with Rule
4 1.13 of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or
5 intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the
6 organization, or in a manner which is likely to result in substantial injury to the organization, may report
7 the violation to the appropriate governmental authorities.

8 Section 4. The Midwest City Charter, Article IV, Section 4: Property Valued at more than \$10,000 shall be
9 repealed:

10 Section 5. Midwest City Charter Article V, Municipal Court, Section 1: Municipal Court shall be amended
11 to read:

12 ARTICLE V. - MUNICIPAL COURT

13 Sec. 1. - Municipal court.

14 There shall be a Municipal Court for the City of Midwest City. The City Council shall, by ordinance, set
15 and determine the number, qualifications and terms of the judges. The municipal judges shall have
16 original jurisdiction to hear and determine all cases involving offenses against the Charter and
17 ordinances of the city. A record of all proceedings of the municipal court, of the disposition of all cases,
18 and of all fines and other money collections shall be maintained. The style of all processes shall be in the
19 name of the city. The municipal judges may administer oaths, make and enforce all proper orders, rules
20 and judgments, and punish for contempt.

21 Section 6. The Midwest City Charter Article VI Nominations and Elections, Section 2 Primary election:
22 Filing shall be amended to read:

23 ARTICLE VI. - NOMINATIONS AND ELECTIONS

24 Sec. 2. - Primary election: Filing.

25 Any qualified person may have his name placed on the ballot for the primary election as a candidate for
26 any city office by filing, not more than ninety (90) days and at least sixty (60) days prior to the primary
27 election **for a special election, and no fewer than fifteen (15) days for any regular municipal election,**
28 with the secretary of the county election board, a sworn statement of his candidacy; provided that the
29 council by ordinance may require such statements to be filed with the city clerk instead.

30 Section 7. The Midwest City Charter Article VI Nominations and Elections, Section 6 Political Activity of
31 Officers and Employees shall be amended to read:

32 ARTICLE VI. - NOMINATIONS AND ELECTIONS

33 Sec. 6. - Political activity of officers and employees.

34 Municipal employees may attend and express their views at city council meetings, or any other public
35 meetings of municipal entities.

36 Any municipal employee may actively participate in partisan and nonpartisan political activities.
37 Provided, the political activity in which the employee participates shall be exercised only during off-duty

1 hours and while not in uniform. Any federal statutes restricting the political activities of certain
2 municipal employees shall supersede the provisions of this section as to such employees. Municipal
3 corporations may establish employment requirements requiring municipal employees to refrain from
4 filing as a candidate for public office while employed by said municipality.

5 It shall be unlawful for the governing body or officer of any municipal corporation in this state to directly
6 or indirectly coerce or attempt to coerce any municipal employee to participate or not to participate in
7 municipal political activities or public meetings.

8 Any person convicted of violating any of the provisions of this act shall be guilty of a misdemeanor.

9 Section 8. The Midwest City Charter Article VII Miscellaneous Provisions Section 4 Nepotism shall be
10 amended to read:

11 Sec. 4. - Nepotism, compatibility of offices.

12 Neither the city manager, the council nor any other authority of the city government, may appoint or
13 elect any person related to any councilman, the city manager, or to himself or, in the case of plural
14 authority, to one of its members, by blood or marriage within the third degree, to any office or position
15 of profit in the city government.

16 However, the city manager may appoint himself, or the council may appoint or elect him, to other
17 offices and positions in the city government, subject to any regulations which the council may make by
18 ordinance; but he may not receive compensation for service in such other offices or positions.

19 Except as may be otherwise provided by this Charter or by ordinance, the same person may hold more
20 than one (1) office or position of employment in the city government. An employee may not hold an
21 elected office or campaign for one while employed by the City, nor shall an elected or appointed officer
22 apply for employment while holding such office. Section 9. The Midwest City Charter Article VII
23 Miscellaneous Provisions Section 13 Residency shall be repealed.

24 Section 10. The Midwest City Charter Article VII Miscellaneous Provisions Section 14 Publicity of Records
25 shall be amended to read:

26 Sec. 14. - Publicity of records.

27 All records and accounts of every office, department or agency of the city government shall be made
28 accessible pursuant to the requirements set forth in Oklahoma Open Records Act, Title 51 Oklahoma
29 Statutes Sections 24A.1 et seq.

30 Section 11. The Midwest City Charter Article IX Recall, Sec. 2 Election shall be amended to read:

31 ARTICLE IX. - RECALL

32 Sec. 2. - Election.

33 The mayor and councilmen shall make or cause to be made publication of notice and all arrangements
34 for holding such election, and the same shall be conducted, returned and the results thereof declared in
35 all respects as for other city elections. The question on the ballot is whether the subject of the petition is
36 recalled. If the question passes, the council shall fill the remainder of the term for the vacancy by
37 appointment.

1 Section 12. The Midwest City Charter Article X PARK LAND Section 1 PARK LAND shall be repealed.

2

3

RESOLUTION NO. 2020-14

A RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA, APPROVING AND PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF MIDWEST CITY, OKLAHOMA; APPROVING THE BALLOT TITLES; AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF MIDWEST CITY, COUNTY OF OKLAHOMA, STATE OF OKLAHOMA ON NOVEMBER 3, 2020 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF MIDWEST CITY, OKLAHOMA THE QUESTION OF WHETHER TO APPROVE THE PROPOSED AMENDMENTS TO THE CHARTER; PROVIDING FOR PUBLICATION OF THE PROPOSED CHARTER AMENDMENTS; AND PROVIDING FOR SUBMISSION OF ANY APPROVED CHARTER AMENDMENTS TO THE GOVERNOR

RESOLUTION

WHEREAS, it is required that proposed amendments to the charter of the City of Midwest City be approved by the council of the City of Midwest City; and

WHEREAS, it is required that proposed amendments to the charter of the City of Midwest City be approved by the qualified electors at an election; and

WHEREAS, the council of the City of Midwest City is required to establish a date for such elections; and

WHEREAS, should the proposed amendments be approved by the electors at the election, the amendments, to take effect, must be submitted to the governor of the State of Oklahoma for his approval;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MIDWEST

CITY:

1. That the following amendment to the charter of the City of Midwest City is hereby approved

and proposed to the qualified electors of the City by the mayor and council of the City:

“Article II, Elective Officers,

“Section 2, Councilmembers: Qualifications.

Councilmembers shall be qualified electors of the city at least twenty-five (25) years of age, must have been residents of the city for at least one (1) year next preceding their election or appointment to fill vacancies, and must at the time of their election or appointment to fill vacancies be residents in good faith of the respective wards from which they are elected or appointed. Proof of residency shall be provided to the City Clerk prior to a councilmember's swearing in for their current term. Proof of

1 residency are any two of the following type of documents: utility bills, homestead
2 exemption, lease agreement, or other document that records residency. If a
3 councilmember ceases to be a resident of the city is convicted of a felony or enters a
4 plea of guilty or a plea of nolo contendere to a charge of felony, he shall thereupon
5 cease to be a councilmember. No councilmember may hold any position in the city
6 government by appointment by the city manager.”

- 7
8 2. That the ballot title for this charter amendment shall be as follows:

9
10 SHALL ARTICLE II, ELECTIVE OFFICERS, SECTION 2,
11 COUNCILMEMBERS: QUALIFICATION, OF THE CHARTER OF THE CITY
12 OF MIDWEST CITY, OKLAHOMA, PROPOSED BY RESOLUTION 2020-14,
13 ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY ON THE 11TH
14 DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC
15 INSPECTION IN THE CITY CLERK’S OFFICE, AND PUBLISHED IN FULL
16 ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS IN THE *JOURNAL*
17 *RECORD* FROM THE 21ST DAY OF SEPTEMBER, 2020 UNTIL THE 12TH DAY
18 OF OCTOBER, 2020, BE AMENDED TO READ AS FOLLOWS:

19
20 “Councilmembers shall be qualified electors of the city at least twenty-five (25)
21 years of age, must have been residents of the city for at least one (1) year next
22 preceding their election or appointment to fill vacancies, and must at the time of their
23 election or appointment to fill vacancies be residents in good faith of the respective
24 wards from which they are elected or appointed. Proof of residency shall be provided
25 to the City Clerk prior to a councilmember’s swearing in for their current term.
26 Proof of residency are any two of the following type of documents: utility bills,
27 homestead exemption, lease agreement, or other document that records residency. If
28 a councilmember ceases to be a resident of the city is convicted of a felony or enters
29 a plea of guilty or a plea of nolo contendere to a charge of felony, he shall thereupon
30 cease to be a councilmember. No councilmember may hold any position in the city
31 government by appointment by the city manager”?

- 32
33 3. That the following amendment to the charter of the City of Midwest City is hereby
34 approved and proposed to the qualified electors of the City by the mayor and council
35 of the City:

36
37 “Article II, Elective Officers,
38 Section 12, Council: Quorum, Rules, Yeas and Nays

39
40 A majority of the council shall constitute a quorum, but a smaller number may
41 adjourn from day to day. The council shall determine its own rules. The vote of each

individual member must be communicated as either a Yea, Nay, Absention or Recusal and each member's vote must be recorded.

4. That the ballot title for this charter amendment shall be as follows:

SHALL ARTICLE II, ELECTIVE OFFICERS, SECTION 12, COUNCIL: QUORUM, RULES, YEAS AND NAYS, OF THE CHARTER OF THE CITY OF MIDWEST CITY, OKLAHOMA, PROPOSED BY RESOLUTION 2020-14, ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY ON THE 11TH DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC INSPECTION IN THE CITY CLERK'S OFFICE, AND PUBLISHED IN FULL ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS IN THE JOURNAL RECORD FROM THE 21ST DAY OF SEPTEMBER, 2020 UNTIL THE 12TH DAY OF OCTOBER, 2020, BE AMENDED TO READ AS FOLLOWS:

A majority of the council shall constitute a quorum, but a smaller number may adjourn from day to day. The council shall determine its own rules. The vote of each individual member must be communicated as either a Yea, Nay, Absention or Recusal and each member's vote must be recorded.

5. That the following amendment to the charter of the City of Midwest City is hereby approved and proposed to the qualified electors of the City by the mayor and council of the City:

"Article II, Elective Officers is amended to add:

"Sec. 18 – Code of Conduct for Elected and Appointed Officials

For ease of reference the term "member" refers to any member of the City Council, City Boards, Committees and Commissions established by City ordinance or Council policy.

(a) Acknowledgement of Code of Ethics and Conduct

An acknowledgement of Code of Ethics and Conduct shall be signed by each councilmember upon being sworn in (or if already serving within 30 days of Sec 18 being enacted). Code of Conduct shall include items addressed in City Ordinance and any other directives set out by Council and City Manager. All signed acknowledgements shall be filed with the City Clerk. Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) Ethics Training for Local Officials

Councilmembers, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) Behavior and Conduct

Councilmembers: Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Midwest City and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full Council.

Board, Committee and Commission Members: Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the policies and/or rules for said Boards, Committees or Commissions, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order

1 to protect and preserve good government, any individual including the City Manager
2 and the City Attorney after complying with Rule 1.13 of the State Bar Rules of
3 Professional Conduct, who knows or reasonably believes a member acts or intends
4 or refuses to act in a manner that is or may be a violation of law reasonably
5 imputable to the organization, or in a manner which is likely to result in substantial
6 injury to the organization, may report the violation to the appropriate governmental
7 authorities.”

8 6. That the ballot title for this charter amendment shall be as follows:

9 SHALL ARTICLE II, ELECTIVE OFFICERS, OF THE CHARTER OF THE CITY
10 OF MIDWEST CITY, OKLAHOMA, PROPOSED BY RESOLUTION 2020-14,
11 ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY ON THE 11TH
12 DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC
13 INSPECTION IN THE CITY CLERK’S OFFICE, AND PUBLISHED IN FULL
14 ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS IN THE
15 JOURNAL RECORD FROM THE 21ST DAY OF SEPTEMBER, 2020 UNTIL
16 THE 12TH DAY OF OCTOBER, 2020, BE AMENDED TO READ AS
17 FOLLOWS:

18 “Sec. 18 – Code of Conduct for Elected and Appointed Officials

19 For ease of reference the term “member” refers to any member of the City Council,
20 City Boards, Committees and Commissions established by City ordinance or Council
21 policy.

22 (a) Acknowledgement of Code of Ethics and Conduct

23 An acknowledgement of Code of Ethics and Conduct shall be signed by each
24 councilmember upon being sworn in (or if already serving within 30 days of Sec 18
25 being enacted). Code of Conduct shall include items addressed in City Ordinance and
26 any other directives set out by Council and City Manager. All signed
27 acknowledgements shall be filed with the City Clerk. Councilmembers who do not
28 sign an acknowledgement that they have read and understand the Code of Ethics and
29 Conduct shall be ineligible for intergovernmental assignments or Council
30 subcommittees. Board, Committee and Commission members who do not sign an
31 acknowledgement that they have read and understand the Code of Ethics and Conduct
32 are not eligible to hold office.

33 (b) Ethics Training for Local Officials

34 Councilmembers, Board, Committee and Commission Members who are out of
35 compliance with State or City mandated requirements for ethics training shall not
36 represent the City on intergovernmental assignments or Council subcommittees, and
37 may be subject to sanctions.

38 (c) Behavior and Conduct

1 Councilmembers: Councilmembers who intentionally and repeatedly do not follow
2 proper conduct may be reprimanded or formally censured by the Council, lose
3 seniority or committee assignments (both within the City of Midwest City and with
4 intergovernmental agencies) or other privileges afforded by the Council. Serious
5 infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as
6 deemed appropriate by the Council.

7 Individual Councilmembers should point out to the offending Councilmember
8 perceived infractions of the Code of Ethics and Conduct. If the offenses continue,
9 then the matter should be referred to the Mayor in private. If the Mayor is the
10 individual whose actions are being questioned, then the matter should be referred to
11 the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate
12 action if a Councilmember's behavior may warrant sanction. If no action is taken by
13 the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the
14 full Council.

15 Board, Committee and Commission Members: Counseling, verbal reprimands and
16 written warnings may be administered by the Mayor to Board, Committee and
17 Commission members failing to comply with City policy. These lower levels of
18 sanctions shall be kept private to the degree allowed by law. Copies of all written
19 reprimands administered by the Mayor shall be distributed in memo format to the
20 chair of the respective Board, Committee or Commission, the City Clerk, the City
21 Attorney, the City Manager, and the City Council.

22 The City Council may impose sanctions on Board, Committee and Commission
23 members whose conduct does not comply with the policies and/or rules for said
24 Boards, Committees or Commissions, up to and including removal from office. Any
25 form of discipline imposed by Council shall be determined by a majority vote of at
26 least a quorum of the Council at a noticed public meeting and such action shall be
27 preceded by a Report to Council with supporting documentation.

28 When deemed warranted, the Mayor or majority of Council may call for an
29 investigation of Board, Committee or Commission member conduct. Also, should the
30 City Manager or City Attorney believe an investigation is warranted, they shall confer
31 with the Mayor or Council. The Mayor or Council shall ask the City Manager or the
32 City Attorney to investigate the allegation and report the findings.

33 These sanctions are alternatives to any other remedy that might otherwise be available
34 to remedy conduct that violates this code or state or federal law. In order to protect
35 and preserve good government, any individual including the City Manager and the
36 City Attorney after complying with Rule 1.13 of the State Bar Rules of Professional
37 Conduct, who knows or reasonably believes a member acts or intends or refuses to
38 act in a manner that is or may be a violation of law reasonably imputable to the
39 organization, or in a manner which is likely to result in substantial injury to the
40 organization, may report the violation to the appropriate governmental authorities”?

1 7. That the following amendment to the charter of the City of Midwest City is hereby
2 approved and proposed to the qualified electors of the City by the mayor and
3 council of the City:

4 “Article IV, Department of Finance, Fiscal Affairs,

5 Section 4: Property Valued at more than \$10,000 shall be repealed.

6 ~~The sale of any property, real or personal, or an interest therein, the value of which is~~
7 ~~more than ten thousand dollars (\$10,000.00), shall be made only by authority of a~~
8 ~~special ordinance. Such ordinance shall be published in full in a newspaper of general~~
9 ~~circulation within the city within ten (10) days after its passage, and shall include a~~
10 ~~section reading substantially as follows: "This ordinance shall be referred to a vote of~~
11 ~~the electors of the city if a proper referendum petition is properly filed within thirty (30)~~
12 ~~days after its passage; otherwise it shall go into effect thirty (30) days after its passage."~~

13
14 8. That the ballot title for this charter amendment shall be as follows:

15 SHALL ARTICLE IV, DEPARTMENT OF FINANCE, FISCAL AFFAIRS, OF
16 THE CHARTER OF THE CITY OF MIDWEST CITY, OKLAHOMA,
17 PROPOSED BY RESOLUTION 2020-14- , ADOPTED BY THE MAYOR AND
18 COUNCIL OF THE CITY ON THE 11TH DAY OF AUGUST, 2020, WHICH
19 HAS SINCE BEEN OPEN TO PUBLIC INSPECTION IN THE CITY CLERK’S
20 OFFICE, AND PUBLISHED IN FULL ONCE PER WEEK FOR THREE (3)
21 CONSECUTIVE WEEKS IN THE JOURNAL RECORD FROM THE 21ST DAY
22 OF SEPTEMBER, 2020 UNTIL THE 12TH DAY OF OCTOBER, 2020, BE
23 REPEALED:

24 Section 4: Property Valued at more than \$10,000 shall be repealed and placed into
25 reserve.

26
27 9. That the following amendment to the charter of the City of Midwest City is hereby
28 approved and proposed to the qualified electors of the City by the mayor and
29 council of the City:

30 “Article V – Municipal Court

31 “Sec. 1. - Municipal court.

32
33 ~~There shall be municipal judges who shall be officers of the city, appointed by the~~
34 ~~mayor from a list of candidates submitted by the council, and approved by a majority~~
35 ~~vote of all members of the city council for an indefinite term~~ **Municipal Court for the**
36 **City of Midwest City. The City Council, shall by ordinance, set and determine the**
37 **number, qualifications and terms of the judges, who shall be officers of the city.;**
38 ~~may suspend or remove the municipal judges at any time by a vote of a majority of~~

~~all its members.~~ The municipal judges shall have original jurisdiction to hear and determine all cases involving offenses against the Charter and ordinances of the city; ~~provided that the council, by ordinance, may create a minor violation bureau with authority to dispose of cases arising out of designated minor violations, such as minor traffic and parking violations, on request of accused persons who desire to plead guilty, who are willing and able to pay fines and costs, and who do plead guilty and pay fines and costs. The municipal judges shall keep a~~ A record of all proceedings of the municipal court, of the disposition of all cases, and of all fines and other money collections **shall be maintained by the Court staff.** The style of all processes shall be in the name of the city. The municipal judges may administer oaths, make and enforce all proper orders, rules and judgments, and punish for contempt.

10. That the ballot title for this charter amendment shall be as follows:

SHALL ARTICLE V, MUNICIPAL COURT, SECTION 1, MUNICIPAL COURT, OF THE CHARTER OF THE CITY OF MIDWEST CITY, OKLAHOMA, PROPOSED BY RESOLUTION 2020-14, ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY ON THE 11TH DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC INSPECTION IN THE CITY CLERK'S OFFICE, AND PUBLISHED IN FULL ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS IN THE JOURNAL RECORD FROM THE 21st DAY OF SEPTEMBER, 2020 UNTIL THE 12th DAY OF OCTOBER, 2020, BE AMENDED TO READ AS FOLLOWS:

"There shall be a Municipal Court for the City of Midwest City. The City Council shall, by ordinance, set and determine the number, qualifications and terms of the judges, who shall be officers of the city. The municipal judges shall have original jurisdiction to hear and determine all cases involving offenses against the Charter and ordinances of the city. A record of all proceedings of the municipal court, of the disposition of all cases, and of all fines and other money collections shall be maintained by Court staff. The style of all processes shall be in the name of the city. The municipal judges may administer oaths, make and enforce all proper orders, rules and judgments, and punish for contempt.

11. That the following amendment to the charter of the City of Midwest City is hereby approved and proposed to the qualified electors of the City by the mayor and council of the City:

"ARTICLE VI. - NOMINATIONS AND ELECTIONS

Sec. 2. - Primary election: Filing.

Any qualified person may have his name placed on the ballot for the primary election as a candidate for any city office by filing, not more than ninety (90) days and at least sixty (60) days prior to the primary election **for a special election, and no**

1 fewer than fifteen (15) days for any regular municipal election, with the secretary of
2 the county election board, a sworn statement of his candidacy; provided that the
3 council by ordinance may require such statements to be filed with the city clerk
4 instead.”

5 12. That the ballot title for this charter amendment shall be as follows:

6 SHALL ARTICLE VI, NOMINATIONS AND ELECTIONS, SECTION 2,
7 PRIMARY ELECTION: FILING, OF THE CHARTER OF THE CITY OF
8 MIDWEST CITY, OKLAHOMA, PROPOSED BY RESOLUTION 2020-14,
9 ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY ON THE 11TH
10 DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC
11 INSPECTION IN THE CITY CLERK’S OFFICE, AND PUBLISHED IN FULL
12 ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS IN THE
13 JOURNAL RECORD FROM THE 21st DAY OF SEPTEMBER, 2020 UNTIL
14 THE 12th DAY OF OCTOBER, 2020, BE AMENDED TO READ AS FOLLOWS:

15 “Any qualified person may have his name placed on the ballot for the primary
16 election as a candidate for any city office by filing, not more than ninety (90) days
17 and at least sixty (60) days prior to the primary election for a special election, and no
18 fewer than fifteen (15) days for any regular municipal election, with the secretary of
19 the county election board, a sworn statement of his candidacy; provided that the
20 council by ordinance may require such statements to be filed with the city clerk
21 instead”?

22 13. That the following amendment to the charter of the City of Midwest City is hereby approved
23 and proposed to the qualified electors of the City by the mayor and council of the City:

24 “ARTICLE VI. - NOMINATIONS AND ELECTIONS

25 Sec. 6. - Political activity of officers and employees.

26 Municipal employees may attend and express their views at city council meetings, or
27 any other public meetings of municipal entities.

28 Any municipal employee may actively participate in partisan and nonpartisan
29 political activities. Provided, the political activity in which the employee participates
30 shall be exercised only during off-duty hours and while not in uniform. Any federal
31 statutes restricting the political activities of certain municipal employees shall
32 supersede the provisions of this section as to such employees. Municipal
33 corporations may establish employment requirements requiring municipal
34 employees to refrain from filing as a candidate for public office while employed by
35 said municipality.

36 It shall be unlawful for the governing body or officer of any municipal corporation in
37 this state to directly or indirectly coerce or attempt to coerce any municipal

1 employee to participate or not to participate in municipal political activities or public
2 meetings.

3 Any person convicted of violating any of the provisions of this act shall be guilty of
4 a misdemeanor.

5 14. That the ballot title for this charter amendment shall be as follows:

6 SHALL ARTICLE VI, NOMINATIONS AND ELECTIONS, SECTION 6,
7 POLITICAL ACTIVITY OF OFFICERS AND EMPLOYEES, OF THE CHARTER
8 OF THE CITY OF MIDWEST CITY, OKLAHOMA, PROPOSED BY
9 RESOLUTION 2020-14, ADOPTED BY THE MAYOR AND COUNCIL OF THE
10 CITY ON THE 11TH DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN
11 OPEN TO PUBLIC INSPECTION IN THE CITY CLERK'S OFFICE, AND
12 PUBLISHED IN FULL ONCE PER WEEK FOR THREE (3) CONSECUTIVE
13 WEEKS IN THE JOURNAL RECORD FROM THE 21st DAY OF SEPTEMBER,
14 2020 UNTIL THE 12th DAY OF OCTOBER, 2020, BE AMENDED TO READ
15 AS FOLLOWS:

16 "Municipal employees may attend and express their views at city council meetings,
17 or any other public meetings of municipal entities.

18 Any municipal employee may actively participate in partisan and nonpartisan
19 political activities. Provided, the political activity in which the employee participates
20 shall be exercised only during off-duty hours and while not in uniform. Any federal
21 statutes restricting the political activities of certain municipal employees shall
22 supersede the provisions of this section as to such employees. Municipal
23 corporations may establish employment requirements requiring municipal
24 employees to refrain from filing as a candidate for public office while employed by
25 said municipality.

26 It shall be unlawful for the governing body or officer of any municipal corporation in
27 this state to directly or indirectly coerce or attempt to coerce any municipal
28 employee to participate or not to participate in municipal political activities or public
29 meetings.

30 Any person convicted of violating any of the provisions of this act shall be guilty of
31 a misdemeanor"?

32 15. That the following amendment to the charter of the City of Midwest City is hereby approved
33 and proposed to the qualified electors of the City by the mayor and council of the City:
34

35 "Article VII Miscellaneous Provisions

36 Section 4 Nepotism, compatibility of offices.

1 Neither the city manager, the council nor any other authority of the city government,
2 may appoint or elect any person related to any councilman, the city manager, or to
3 himself or, in the case of plural authority, to one of its members, by blood or
4 marriage within the third degree, to any office or position of profit in the city
5 government.

6 However, the city manager may appoint himself, or the council may appoint or elect
7 him, to other offices and positions in the city government, subject to any regulations
8 which the council may make by ordinance; but he may not receive compensation for
9 service in such other offices or positions.

10 Except as may be otherwise provided by this Charter or by ordinance, the same
11 person may hold more than one (1) office or position of employment in the city
12 government. An employee may not hold an elected office or campaign for one
13 while employed by the City, nor shall an elected or appointed officer apply for
14 employment while holding such office.”

15 16. That the ballot title for this charter amendment shall be as follows:

16 SHALL ARTICLE VII, MISCELLANEOUS PROVISIONS, SECTION 4,
17 NEPOTISM, COMPATIBILITY OF OFFICES, OF THE CHARTER OF THE
18 CITY OF MIDWEST CITY, OKLAHOMA, PROPOSED BY RESOLUTION 2020-
19 14 , ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY ON THE
20 11TH DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC
21 INSPECTION IN THE CITY CLERK’S OFFICE, AND PUBLISHED IN FULL
22 ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS IN THE
23 JOURNAL RECORD FROM THE 21st DAY OF SEPTEMBER, 2020 UNTIL
24 THE 12th DAY OF OCTOBER, 2020, BE AMENDED TO READ AS FOLLOWS:

25 “Neither the city manager, the council nor any other authority of the city
26 government, may appoint or elect any person related to any councilman, the city
27 manager, or to himself or, in the case of plural authority, to one of its members, by
28 blood or marriage within the third degree, to any office or position of profit in the
29 city government.

30 However, the city manager may appoint himself, or the council may appoint or elect
31 him, to other offices and positions in the city government, subject to any regulations
32 which the council may make by ordinance; but he may not receive compensation for
33 service in such other offices or positions.

34 Except as may be otherwise provided by this Charter or by ordinance, the same
35 person may hold more than one (1) office or position of employment in the city
36 government. An employee may not hold an elected office or campaign for one
37 while employed by the City, nor shall an elected or appointed officer apply for
38 employment while holding such office”?

39 17. That the following amendment to the charter of the City of Midwest City is hereby approved

1 and proposed to the qualified electors of the City by the mayor and council of the City:

2 “Article VII Miscellaneous Provisions, Section 13, Residency shall be repealed.

3 ~~When possible the city manager shall provide that only residents of the city shall be~~
4 ~~employed in the service of the city and any resident of the city possessing~~
5 ~~qualifications for the position sought shall be given preference over any person~~
6 ~~residing outside the city.~~

7
8 18. That the ballot title for this charter amendment shall be as follows:

9 SHALL ARTICLE VII, MISCELLANEOUS PROVISIONS, SECTION 13,
10 RESIDENCY OF THE CHARTER OF THE CITY OF MIDWEST CITY,
11 OKLAHOMA, PROPOSED BY RESOLUTION 2020-14, ADOPTED BY THE
12 MAYOR AND COUNCIL OF THE CITY ON THE 11TH DAY OF AUGUST,
13 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC INSPECTION IN THE
14 CITY CLERK’S OFFICE, AND PUBLISHED IN FULL ONCE PER WEEK FOR
15 THREE (3) CONSECUTIVE WEEKS IN THE JOURNAL RECORD FROM THE
16 21st DAY OF SEPTEMBER, 2020 UNTIL THE 12TH DAY OF OCTOBER, 2020,
17 BE REPEALED:

18 “”Article VII Miscellaneous Provisions, Section 13, Residency shall be repealed and
19 placed in reserve.”?

20 19. That the following amendment to the charter of the City of Midwest City is hereby
21 approved

22 and proposed to the qualified electors of the City by the mayor and council of the City:

23 “Article VII Miscellaneous Provisions,

24 Sec. 14. - Publicity of records.

25 All records and accounts of every office, department or agency of the city
26 government, ~~except records and documents the disclosure of which would tend to~~
27 ~~defeat the lawful purposes which they are intended to accomplish, shall be open to~~
28 ~~public inspection.~~ shall be made accessible pursuant to the requirements set forth in
29 Oklahoma Open Records Act, Title 51 Oklahoma Statutes Sections 24A.1 et seq. “

30 20. That the ballot title for this charter amendment shall be as follows:

31 SHALL ARTICLE VII, MISCELLANEOUS PROVISIONS, SECTION 14,
32 PUBLICITY OF RECORDS, OF THE CHARTER OF THE CITY OF MIDWEST
33 CITY, OKLAHOMA, PROPOSED BY RESOLUTION 2020-14, ADOPTED BY
34 THE MAYOR AND COUNCIL OF THE CITY ON THE 11TH DAY OF
35 AUGUST, 2020, WHICH HAS SINCE BEEN OPEN TO PUBLIC INSPECTION
36 IN THE CITY CLERK’S OFFICE, AND PUBLISHED IN FULL ONCE PER
37 WEEK FOR THREE (3) CONSECUTIVE WEEKS IN THE JOURNAL RECORD

1 FROM THE 21ST DAY OF SEPTEMBER, 2020 UNTIL THE 12TH DAY OF
2 OCTOBER, 2020, BE AMENDED TO READ AS FOLLOWS:

3 “All records and accounts of every office, department or agency of the city
4 government, shall be made accessible pursuant to the requirements set forth in
5 Oklahoma Open Records Act, Title 51 Oklahoma Statutes Sections 24A.1 et seq.”?

- 6 21. That the following amendment to the charter of the City of Midwest City is hereby
7 approved and proposed to the qualified electors of the City by the mayor and council of
8 the City:

9 “ARTICLE IX. - RECALL

10 Sec. 2. - Election.

11 The mayor and ~~councilmen~~ **councilmembers** shall make or cause to be made
12 publication of notice and all arrangements for holding such election, and the same
13 shall be conducted, returned and the results thereof declared in all respects as for
14 other city elections. ~~The successors of any officer so removed shall hold office~~
15 ~~during the unexpired term of his predecessor. Any person sought to be removed may~~
16 ~~be a candidate to succeed himself, and unless he requests otherwise in writing, the~~
17 ~~clerk shall place his name on the official ballot without nomination. In any such~~
18 ~~removal election, the candidate receiving the highest number of votes shall be~~
19 ~~declared elected at such election. If some person other than the incumbent receives~~
20 ~~the highest number of votes, the incumbent shall thereupon be deemed removed~~
21 ~~from the office upon qualifications of his successor. In case the party who receives~~
22 ~~the highest number of votes shall fail to qualify within ten (10) days after receiving~~
23 ~~notification of election, the office shall be deemed vacant. If the incumbent receives~~
24 ~~the highest number of votes, he shall continue in office. The same method of~~
25 ~~removal shall be cumulative and additional to the methods heretofore provided by~~
26 ~~law.~~ **The question on the ballot is whether the subject of the petition is recalled. If**
27 **the question passes, the council shall fill the remainder of the term for the vacancy**
28 **by appointment.”**

- 29 22. That the ballot title for this charter amendment shall be as follows:

30 SHALL ARTICLE IX, RECALL, SECTION 2, ELECTION, OF THE CHARTER
31 OF THE CITY OF MIDWEST CITY, OKLAHOMA, PROPOSED BY
32 RESOLUTION 2020-14, ADOPTED BY THE MAYOR AND COUNCIL OF THE
33 CITY ON THE 11TH DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN
34 OPEN TO PUBLIC INSPECTION IN THE CITY CLERK’S OFFICE, AND
35 PUBLISHED IN FULL ONCE PER WEEK FOR THREE (3) CONSECUTIVE
36 WEEKS IN THE JOURNAL RECORD FROM THE 21ST DAY OF SEPTEMBER,
37 2020 UNTIL THE 12TH DAY OF OCTOBER, 2020, BE AMENDED TO READ AS
38 FOLLOWS:

39 “The mayor and councilmembers shall make or cause to be made publication of
40 notice and all arrangements for holding such election, and the same shall be

1 conducted, returned and the results thereof declared in all respects as for other city
2 elections. The question on the ballot is whether the subject of the petition is
3 recalled. If the question passes, the council shall fill the remainder of the term for the
4 vacancy by appointment”?

- 5 23. That the following amendment to the charter of the City of Midwest City is hereby
6 approved and proposed to the qualified electors of the City by the mayor and council of
7 the City:

8
9 “Article X PARK LAND

10 “Section 1 PARK LAND be repealed.

11 ~~In addition to and in supplementation of proper planning and zoning, and in addition to~~
12 ~~the power of the city to regulate the use and subdivision of land, the city shall have the~~
13 ~~full power to promote the health, safety, and general welfare of its citizens by the~~
14 ~~enactment of ordinances, to be uniformly enforced, requiring all final plats of residential~~
15 ~~subdivisions containing a dwelling unit density of greater than one (1) unit per acre which~~
16 ~~is to be submitted for approval, to provide adequate and suitable land area for park and/or~~
17 ~~open space purposes to serve the subdivision. The amount of park and/or open space~~
18 ~~required in the subdivision shall be reasonably related to the need for park and/or open~~
19 ~~space created by the subdivision and shall not exceed two (2) acres for each one thousand~~
20 ~~(1,000) persons of the total population density projected when the plat is fully developed.~~
21 ~~Population density projections shall be based on the then current official statistics of the~~
22 ~~United States Census for the Midwest City area for the particular type of dwelling units~~
23 ~~to be constructed within the subject land. When the total projected population density for~~
24 ~~the plat is less than twenty five hundred (2,500) persons, the City of Midwest City may,~~
25 ~~in its sole option and in lieu of the provision for mandatory dedication of land for park~~
26 ~~and/or open space purposes, require the developer or subdivider of the subdivision to pay~~
27 ~~to the city a sufficient fee to provide for the purchase of suitable land for park and/or~~
28 ~~open space within the general area in which the subdivision is located. Such fee shall be~~
29 ~~reasonably related to the cost of the park and/or open space which is required to be~~
30 ~~provided. All such fees shall be maintained separate from other funds of the City of~~
31 ~~Midwest City and may be expended only for the purchase of land for park and/or open~~
32 ~~space. The exercise of such power within the city shall be in pursuance of this grant of~~
33 ~~authority and not under state statutes of law.~~

- 34
35 24. That the ballot title for this charter amendment shall be as follows:

36 SHALL ARTICLE X PARK LAND, SECTION 1, PARK LAND, OF THE
37 CHARTER OF THE CITY OF MIDWEST CITY, OKLAHOMA, PROPOSED BY
38 RESOLUTION 2020-14, ADOPTED BY THE MAYOR AND COUNCIL OF THE
39 CITY ON THE 11TH DAY OF AUGUST, 2020, WHICH HAS SINCE BEEN
40 OPEN TO PUBLIC INSPECTION IN THE CITY CLERK’S OFFICE, AND
41 PUBLISHED IN FULL ONCE PER WEEK FOR THREE (3) CONSECUTIVE

1 WEEKS IN THE JOURNAL RECORD FROM THE 21ST DAY OF SEPTEMBER,
2 2020 UNTIL THE 12TH DAY OF OCTOBER, 2020, BE REPEALED:

3 “Section 1 PARK LAND be repealed and placed in reserve.”?

4 25. That the above charter amendments and repeals shall be submitted to the qualified electors
5 of the city of Midwest City at a special election which shall be held on Tuesday, November
6 3, 2020;

7 26. That the above charter amendments and repeals shall be published in full once per week for
8 three (3) consecutive weeks in the Journal Record from the 21st of September, 2020 until
9 the 12th day of October, 2020 and that the election shall be held no less than twenty (20)
10 days nor more than thirty (30) days after the last publication; and

11 27. That, if a majority of the votes cast in the election on the charter amendments are in favor
12 of adopting the proposed amendments to the charter, the charter shall be so amended,
13 certified and authenticated by the mayor, and submitted to the governor for his approval.

14
15 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
16 on the _____ day of _____, 2020.

17
18 CITY OF MIDWEST CITY, OKLAHOMA

19
20
21 _____
22 MATTHEW D. DUKES, II, Mayor

23
24
25 ATTEST:

26
27 _____
28 Sara Hancock, City Clerk

29
30
31 APPROVED as to form and legality this _____ day of _____, 2020.

32
33 _____
Heather Poole, City Attorney

Notice of this Ordinance Oversight Council Committee special meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

Ordinance Oversight Council Committee Minutes
Special Meeting

November 2, 2020

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma. Chairman Pat Byrne called the meeting to order at 3:30 PM with Mayor Matt Dukes. Staff Present: City Manager Tim Lyon, City Attorney Heather Poole, City Clerk Sara Hancock, Absent: Susan Eads.

Discussion Items.

1. **Discussion and consideration to approve the minutes of the September 28, 2020 special meeting, as submitted.**

Dukes made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Dukes and Byrne. Absent: Eads. Nay: none. Motion carried.

2. **Discussion and consideration of passing and approving a resolution of the City of Midwest City, Oklahoma, approving and proposing amendments to the Charter of the City of Midwest City, Oklahoma.**

Dukes made a motion to recommend staff proceed as discussed and submit proposed amendments to the Charter to the full City Council, seconded by Byrne. Voting aye: Dukes and Byrne. Absent: Eads. Nay: none. Motion carried.

Adjournment. Chairman Byrne adjourned the meeting at 3:35 PM.



PAT BYRNE, Chairman



AGENDA FOR THE MIDWEST CITY

SPECIAL ORDINANCE OVERSIGHT COUNCIL COMMITTEE MEETING

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

November 02, 2020 – 3:30 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
 - 1. Discussion and consideration to approve the minutes of the September 28, 2020 special meeting, as submitted.
 - 2. Discussion and consideration of passing and approving a resolution of the City of Midwest City, Oklahoma, approving and proposing amendments to the Charter of the City of Midwest City, Oklahoma.
- C. ADJOURNMENT.



Notice of this Ordinance Oversight Council Committee special meeting was filed with the City Clerk of Midwest City at Least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall for at least 24 hours in advance of the meeting.

Ordinance Oversight Council Committee Minutes
Special Meeting

September 28, 2020

This meeting was held in the second floor conference room of City Hall, City of Midwest City, County of Oklahoma, State of Oklahoma. Chairman Pat Byrne called the meeting to order at 6:04 PM with Mayor Matt Dukes and Councilmember Susan Eads. Staff Present: City Manager Tim Lyon, City Attorney Heather Poole, City Prosecutor Vicki Floyd, City Clerk Sara Hancock, Community Development Director Billy Harless, City Planning Manager Kellie Gilles, Chief Building Official Christine Brakefield, Public Works Director Paul Streets, and Fire Chief Norton. Absent: None.

Discussion Items.

1. **Discussion and consideration to approve the minutes of the July 23, 2020 special meeting, as submitted.**

Dukes made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

2. **Discussion and consideration of an ordinance amending Chapter 15, Fire Protection and Prevention, of the Midwest City Code, by amending Article II, In General, Division 1, Generally, and by taking Section 15-29 out of reserve and entitling it "Failure to Maintain"; establishing an effective date; and providing for repealer and severability.**

After Chief Norton and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 15 to the full City Council, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

3. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article V, Stopping , Standing or Parking, Division 1, Generally, Section 24-158 Prohibited in Specified Places; and providing for repealer and severability.**

After P. Streets and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 24 to the full City Council, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

4. **Discussion and consideration of an ordinance amending the Midwest City Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25, Container required; and providing for repealer and severability.**

Eads made a motion to recommend staff proceed as discussed and submit changes to Chapter 18 to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

5. **Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations , of the Midwest City Code, by taking Article X out of reserve and entitling it, Medical Marijuana Businesses, taking the following sections out of reserve and entitling them: Section 9-616, Certificate of Compliance and Section**

After C. Brakefield and Council discussion, Eads made a motion to recommend staff proceed as discussed and submit changes to Chapter 9 to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

6. **Discussion of a proposal and contract from Johnson and Associates to assist in amending the Midwest City Subdivision Regulations regarding waivers and drainage.**

After B. Harless and Council discussion, Eads made a motion to recommend staff proceed as discussed and submit Johnson and Associates proposal and contract to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

7. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses - Miscellaneous , Article IV, Offenses Against Property, by amending section 28-57, Petit Larceny; and providing for repealer and severability.**

After V. Floyd and Council discussion, Eads made a motion to recommend staff proceed as discussed and submit changes to Chapter 28 to the full City Council, seconded by Dukes. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

8. **Discussion and consideration of amending the Midwest City Municipal Code, Chapter 2, Administration , by amending Article II, City Council, Section 2-17, "Elected Official Accountability Act and Ethics Policy"; and providing for repealer and severability.**

After H. Poole and Council discussion, Dukes made a motion to recommend staff proceed as discussed and submit changes to Chapter 2 to the full City Council, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

9. **Discussion and consideration of changes to charter to be presented for a vote of the people.**

After H. Poole and Council discussion, Dukes made a motion to recommend staff proceed as discuss and submit changes to charter to the full City Council, as submitted, seconded by Eads. Voting aye: Eads, Dukes and Byrne. Absent: none. Nay: none. Motion carried.

Adjournment. Chairman Byrne adjourned the meeting at 7:12 PM.



City Clerk Department
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1240
fax 405.869.8655

TO: Honorable Mayor and Council
FROM: Sara Hancock, City Clerk
DATE: November 2, 2020
SUBJECT: Discussion and consideration of passing and approving a resolution of the City of Midwest City, Oklahoma, approving and proposing amendments to the Charter of the City of Midwest City, Oklahoma.

Attached resolution proposes to change the following sections. Charter changes must go to the vote of the people, once approved.

1. Article II, Elective Officers,
Section 2, Councilmembers: Qualifications.
2. Article II, Elective Officers,
Section 12, Council: Quorum, Rules, Yeas and Nays
3. Article II, Elective Officers is amended to add:
Section 18, Code of Conduct for Elected and Appointed Officials
4. Article III, City Manager and Administrative Departments
Section 3, City manager: Powers and duties.
5. Article IV, Department of Finance, Fiscal Affairs,
Section 4, Property Valued at more than \$10,000 shall be repealed.
6. Article V, Municipal Court
Section 1, Municipal court.
7. Article VI, Nominations and Elections
Section 2, Primary election: Filing.
8. Article VI, Nominations and Elections
Section 6, Political activity of officers and employees.
9. Article VII, Miscellaneous Provisions
Section 4, Nepotism, compatibility of offices.
10. Article VII, Miscellaneous Provisions,
Section 13, Residency shall be repealed.
11. Article VII, Miscellaneous Provisions,
Section 14, Publicity of records.

12. **ARTICLE VII, Miscellaneous Provisions**
Section 16, Proclamation of State of Emergency.
13. **ARTICLE IX, RECALL**
Section 2, Election.
14. **Article X , Parkland**
Section 1, Parkland, be repealed and placed into reserve.

Respectfully,

Sara Hancock, City Clerk

RESOLUTION NO. 2020-14

A RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA, APPROVING AND PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF MIDWEST CITY, OKLAHOMA; APPROVING THE BALLOT TITLES; AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF MIDWEST CITY, COUNTY OF OKLAHOMA, STATE OF OKLAHOMA ON NOVEMBER 3, 2020 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF MIDWEST CITY, OKLAHOMA THE QUESTION OF WHETHER TO APPROVE THE PROPOSED AMENDMENTS TO THE CHARTER; PROVIDING FOR PUBLICATION OF THE PROPOSED CHARTER AMENDMENTS; AND PROVIDING FOR SUBMISSION OF ANY APPROVED CHARTER AMENDMENTS TO THE GOVERNOR

RESOLUTION

WHEREAS, it is required that proposed amendments to the charter of the City of Midwest City be approved by the council of the City of Midwest City; and

WHEREAS, it is required that proposed amendments to the charter of the City of Midwest City be approved by the qualified electors at an election; and

WHEREAS, the council of the City of Midwest City is required to establish a date for such elections; and

WHEREAS, should the proposed amendments be approved by the electors at the election, the amendments, to take effect, must be submitted to the governor of the State of Oklahoma for his approval;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MIDWEST CITY:

That the following amendments to the charter of the City of Midwest City is hereby approved and proposed to the qualified electors of the City by the mayor and council of the City:

**1. Article II, Elective Officers,
Section 2, Councilmembers: Qualifications.**

“Councilmembers shall be qualified electors of the city, at least twenty-five (25) years of age, must have been residents of the city for at least one (1) year next preceding their election or appointment to fill vacancies, and must at the time of their election or appointment to fill vacancies be residents in good faith of the respective wards from which they are elected or appointed. Proof of residency shall be provided to the City Clerk prior to a councilmember’s swearing in for their

1 current term. Proof of residency are any two of the following type of documents:
2 utility bills, homestead exemption, lease agreement, or other document that records
3 residency. If a councilmember ceases to be a resident of the city, is convicted of a
4 felony or enters a plea of guilty or a plea of nolo contendere to a charge of felony,
5 they shall thereupon cease to be a councilmember. No councilmember may hold any
6 position in the city government by appointment by the city manager.”

7
8 **2. Article II, Elective Officers,**
9 **Section 12, Council: Quorum, Rules, Yeas and Nays**

10
11 “A majority of the council shall constitute a quorum, but a smaller number may
12 adjourn from day to day. The council shall determine its own rules. The vote of each
13 individual member must be communicated as either a Yea, Nay, Abstention or
14 Recusal and each member's vote must be recorded. “

15
16
17 **3. Article II, Elective Officers is amended to add:**
18 **Section 18, Code of Conduct for Elected and Appointed Officials**

19 “For ease of reference the term “member” refers to any member of the City Council,
20 City Boards, Committees and Commissions established by City ordinance or
21 Council policy.

22 (a) Acknowledgement of Code of Ethics and Conduct

23 An acknowledgement of Code of Ethics and Conduct shall be signed by each
24 councilmember upon being sworn in (or if already serving within 30 days of Sec 18
25 being enacted). Code of Conduct shall include items addressed in City Ordinance
26 and any other directives set out by Council and City Manager. All signed
27 acknowledgements shall be filed with the City Clerk. Councilmembers who do not
28 sign an acknowledgement that they have read and understand the Code of Ethics and
29 Conduct shall be ineligible for intergovernmental assignments or Council
30 subcommittees. Board, Committee and Commission members who do not sign an
31 acknowledgement that they have read and understand the Code of Ethics and
32 Conduct are not eligible to hold office.

33 (b) Ethics Training for Local Officials

34 Councilmembers, Board, Committee and Commission Members who are out of
35 compliance with State or City mandated requirements for ethics training shall not
36 represent the City on intergovernmental assignments or Council subcommittees, and
37 may be subject to sanctions.

1 (c) Behavior and Conduct

2 Councilmembers: Councilmembers who intentionally and repeatedly do not follow
3 proper conduct may be reprimanded or formally censured by the Council, lose
4 seniority or committee assignments (both within the City of Midwest City and with
5 intergovernmental agencies) or other privileges afforded by the Council. Serious
6 infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as
7 deemed appropriate by the Council.

8 Individual Councilmembers should point out to the offending Councilmember
9 perceived infractions of the Code of Ethics and Conduct. If the offenses continue,
10 then the matter should be referred to the Mayor in private. If the Mayor is the
11 individual whose actions are being questioned, then the matter should be referred to
12 the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate
13 action if a Councilmember's behavior may warrant sanction. If no action is taken by
14 the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the
15 full Council.

16 Board, Committee and Commission Members: Counseling, verbal reprimands and
17 written warnings may be administered by the Mayor to Board, Committee and
18 Commission members failing to comply with City policy. These lower levels of
19 sanctions shall be kept private to the degree allowed by law. Copies of all written
20 reprimands administered by the Mayor shall be distributed in memo format to the
21 chair of the respective Board, Committee or Commission, the City Clerk, the City
22 Attorney, the City Manager, and the City Council.

23 The City Council may impose sanctions on Board, Committee and Commission
24 members whose conduct does not comply with the policies and/or rules for said
25 Boards, Committees or Commissions, up to and including removal from office. Any
26 form of discipline imposed by Council shall be determined by a majority vote of at
27 least a quorum of the Council at a noticed public meeting and such action shall be
28 preceded by a Report to Council with supporting documentation.

29 When deemed warranted, the Mayor or majority of Council may call for an
30 investigation of Board, Committee or Commission member conduct. Also, should
31 the City Manager or City Attorney believe an investigation is warranted, they shall
32 confer with the Mayor or Council. The Mayor or Council shall ask the City Manager
33 or the City Attorney to investigate the allegation and report the findings.

34 These sanctions are alternatives to any other remedy that might otherwise be
35 available to remedy conduct that violates this code or state or federal law. In order
36 to protect and preserve good government, any individual including the City Manager
37 and the City Attorney after complying with Rule 1.13 of the State Bar Rules of
38 Professional Conduct, who knows or reasonably believes a member acts or intends
39 or refuses to act in a manner that is or may be a violation of law reasonably
40 imputable to the organization, or in a manner which is likely to result in substantial

1 injury to the organization, may report the violation to the appropriate governmental
2 authorities.”

3
4 **4. Article III, City Manager and Administrative Departments**
5 **Section 3, City manager: Powers and duties.**
6

7 “The city manager shall be chief executive officer and head of the administrative branch
8 of the government. He shall execute the laws and administer the government of the city,
9 and shall be responsible therefor to the council. He shall:

- 10 (1) Appoint, and when necessary for the good of the service, remove all heads of
11 administrative departments and other administrative officers and employees of the
12 city except as otherwise provided in this Charter and except as he or the council by
13 ordinance may authorize the head of a department, an officer or an agency to appoint
14 and remove subordinates in such department, office or agency, subject to such merit
15 system regulations as the council may ordain;
- 16 (2) Supervise and control all administrative departments, offices and agencies, directly or
17 indirectly;
- 18 (3) Prepare a budget annually and submit it to the council, and be responsible for the
19 administration of the budget after it goes into effect;
- 20 (4) Submit to the council a report as of the end of the fiscal year on the finances and
21 administrative activities of the city for the preceding year;
- 22 (5) Keep the council advised of the financial condition and future needs of the city; make
23 monthly reports to the council as to delinquent accounts receivable and accounts
24 payable, and make such recommendations as may, to him, seem desirable;
- 25 (6) Prepare the agenda for the council meetings and furnish necessary data and facts for
26 decisions;
- 27 (7) Perform such other duties as this Charter may prescribe and such duties as the council
28 may prescribe, consistent with this Charter.

29 (8) (a) The City Manager, during the existence of a state of emergency, by proclamation,
30 may, in the area affected by public disorder, disaster, or riot at the time of the
31 proclamation is issued, prohibit:

32 (1) any person being on the public streets, or in the public parks or at any other
33 public place during the hours declared by the City Manager to be a period of
34 curfew;

35 (2) a designated number of persons from assembling or gathering on the public
36 streets, parks or other areas either public or private;

1 (3) the manufacture, transfer, use, possession or transportation of a Molotov
2 cocktail or any other device, instrument or object designed to explode or
3 produce uncontained combustion;

4 (4) the transporting, possessing or using of gasoline, kerosene, or combustible,
5 flammable, or explosive liquids or materials in a glass or uncapped container of
6 any kind except in connection with the normal operation of motor vehicles,
7 normal home use or legitimate commercial use;

8 (5) the possession of firearms or any other deadly weapon by a person (other than a
9 law enforcement officer) in a place other than that person's place of residence or
10 business;

11 (6) the sale, purchase or dispensing of alcoholic beverages;

12 (7) the sale, purchase or dispensing of other commodities or goods, as the City
13 Manager reasonably believes should be prohibited to help preserve and maintain
14 life, health, property or the public peace;

15 (8) the use of certain streets, highways or public ways by the public; and

16 (9) such other activities as the City Manager reasonably believes should be
17 prohibited to help preserve and maintain life, health, property or the public
18 peace.

19 (b) In imposing the restrictions provided for in this section, the City Manager may
20 impose them for such times, upon such conditions, with such exceptions and in such
21 areas that from time to time the City Manager deems are necessary."

22
23 **5. Article IV, Department of Finance, Fiscal Affairs,**
24 **Section 4, Property Valued at more than \$10,000 shall be repealed.**

25
26 ~~"The sale of any property, real or personal, or an interest therein, the value of which~~
27 ~~is more than ten thousand dollars (\$10,000.00), shall be made only by authority of a~~
28 ~~special ordinance. Such ordinance shall be published in full in a newspaper of~~
29 ~~general circulation within the city within ten (10) days after its passage, and shall~~
30 ~~include a section reading substantially as follows: "This ordinance shall be referred~~
31 ~~to a vote of the electors of the city if a proper referendum petition is properly filed~~
32 ~~within thirty (30) days after its passage; otherwise it shall go into effect thirty (30)~~
33 ~~days after its passage."~~
34
35
36
37

1
2 **6. Article V, Municipal Court**
3 **Section 1, Municipal court.**
4

5 “There shall be ~~municipal judges who shall be officers of the city, appointed by the~~
6 ~~mayor from a list of candidates submitted by the council, and approved by a majority~~
7 ~~vote of all members of the city council for an indefinite term~~ a Municipal Court for
8 the City of Midwest City. The City Council, shall by ordinance, set and determine
9 the number, qualifications and terms of the judges, who shall be officers of the city.
10 ~~, may suspend or remove the municipal judges at any time by a vote of a majority of~~
11 ~~all its members.~~ The municipal judges shall have original jurisdiction to hear and
12 determine all cases involving offenses against the Charter and ordinances of the
13 city; ~~provided that the council, by ordinance, may create a minor violation bureau~~
14 ~~with authority to dispose of cases arising out of designated minor violations, such as~~
15 ~~minor traffic and parking violations, on request of accused persons who desire to~~
16 ~~plead guilty, who are willing and able to pay fines and costs, and who do plead~~
17 ~~guilty and pay fines and costs. The municipal judges shall keep a~~ A record of all
18 proceedings of the municipal court, of the disposition of all cases, and of all fines
19 and other money collections shall be maintained by the Court staff. The style of all
20 processes shall be in the name of the city. The municipal judges may administer
21 oaths, make and enforce all proper orders, rules and judgments, and punish for
22 contempt.””
23

24 **7. Article VI, Nominations and Elections**
25 **Section 2, Primary election: Filing.**

26 “Any qualified person may have their name placed on the ballot for the primary
27 election as a candidate for any city office by filing, not more than ninety (90) days
28 and at least sixty (60) days prior to the primary election for a special election, and no
29 fewer than fifteen (15) days for any regular municipal election, with the secretary of
30 the county election board, a sworn statement of their candidacy; provided that the
31 council by ordinance may require such statements to be filed with the city clerk
32 instead.”
33

34 **8. Article VI, Nominations and Elections**
35 **Section 6, Political activity of officers and employees.**

36 “Municipal employees may attend and express their views at city council meetings,
37 or any other public meetings of municipal entities.

38 Any municipal employee may actively participate in partisan and nonpartisan
39 political activities. Provided, the political activity in which the employee participates
40 shall be exercised only during off-duty hours and while not in uniform. Any federal

1 statutes restricting the political activities of certain municipal employees shall
2 supersede the provisions of this section as to such employees. Municipal employees
3 shall refrain from filing as a candidate for City of Midwest City public office while
4 employed by the City of Midwest City.

5 It shall be unlawful for the governing body or officer of the City of Midwest City to
6 directly or indirectly coerce or attempt to coerce any municipal employee to
7 participate or not to participate in municipal political activities or public meetings.

8 Any person convicted of violating any of the provisions of this act shall be guilty of
9 a misdemeanor.

10 ~~No officer or employee of the city, except a councilman, may attempt to influence the~~
11 ~~nomination, election or defeat of any candidate for councilman except by the proper~~
12 ~~exercise of his right to vote. Any person who violates this provision, shall be~~
13 ~~punished, upon conviction thereof, by a fine not exceeding twenty dollars (\$20.00)~~
14 ~~inclusive of costs. Such violation shall constitute cause for removal from office or~~
15 ~~employment.”~~

16
17 **9. Article VII, Miscellaneous Provisions**
18 **Section 4, Nepotism, compatibility of offices.**

19 “Neither the city manager, the council nor any other authority of the city
20 government, may appoint or elect any person related to any councilman, the city
21 manager, or to himself or, in the case of plural authority, to one of its members, by
22 blood or marriage within the third degree, to any office or position of profit in the
23 city government.

24 However, the city manager may appoint himself, or the council may appoint or elect
25 him, to other offices and positions in the city government, subject to any regulations
26 which the council may make by ordinance; but he may not receive compensation for
27 service in such other offices or positions.

28 Except as may be otherwise provided by this Charter or by ordinance, the same
29 person may hold more than one (1) office or position of employment in the city
30 government. An employee may not hold an elected office of the City of Midwest
31 City or campaign for one while employed by the City, nor shall an elected or
32 appointed officer apply for employment with the City of Midwest City while holding
33 such office.”

1 **10. Article VII, Miscellaneous Provisions,**
2 **Section 13, Residency shall be repealed.**

3 ~~“When possible the city manager shall provide that only residents of the city shall be~~
4 ~~employed in the service of the city and any resident of the city possessing~~
5 ~~qualifications for the position sought shall be given preference over any person~~
6 ~~residing outside the city.”~~

7
8 **11. Article VII, Miscellaneous Provisions,**
9 **Section 14, Publicity of records.**

10
11 ~~“All records and accounts of every office, department or agency of the city~~
12 ~~government, except records and documents the disclosure of which would tend to~~
13 ~~defeat the lawful purposes which they are intended to accomplish, shall be open to~~
14 ~~public inspection. shall be made accessible pursuant to the requirements set forth in~~
15 ~~Oklahoma Open Records Act, Title 51 Oklahoma Statutes Sections 24A.1 et seq.”~~

16
17 **12. ARTICLE VII, Miscellaneous Provisions**
18 **Section 16, Proclamation of State of Emergency.**
19

20 “(a) The City Council, after finding that a public disorder, disaster or riot exists
21 which affects life, health, property or the public peace, may proclaim a state of
22 emergency in the area affected. The proclamation of a state of emergency and
23 other proclamations issued pursuant to this section shall be in writing and shall
24 be signed by the Mayor and filed with the City Clerk.

25 (b) The City of Midwest City shall give as much public notice as practical through
26 the news media of the issuance of proclamations pursuant to this section.

27 (c) During the state of emergency, the City Manager shall have the authority to act
28 in accordance with the items listed in Article III, Section 3 once the Council
29 approves the state of emergency.

30 (d) The state of emergency shall cease to exist upon the issuance of a proclamation
31 of the City Council declaring its termination; provided that the City Council
32 shall terminate the proclamation when order has been restored in the area
33 affected.”

1 **13. ARTICLE IX, RECALL**

2 **Section 2, Election.**

3
4 ~~“The mayor and councilmen councilmembers shall make or cause to be made~~
5 ~~publication of notice and all arrangements for holding such election, and the same~~
6 ~~shall be conducted, returned and the results thereof declared in all respects as for~~
7 ~~other city elections. The successors of any officer so removed shall hold office~~
8 ~~during the unexpired term of his predecessor. Any person sought to be removed may~~
9 ~~be a candidate to succeed himself, and unless he requests otherwise in writing, the~~
10 ~~clerk shall place his name on the official ballot without nomination. In any such~~
11 ~~removal election, the candidate receiving the highest number of votes shall be~~
12 ~~declared elected at such election. If some person other than the incumbent receives~~
13 ~~the highest number of votes, the incumbent shall thereupon be deemed removed~~
14 ~~from the office upon qualifications of his successor. In case the party who receives~~
15 ~~the highest number of votes shall fail to qualify within ten (10) days after receiving~~
16 ~~notification of election, the office shall be deemed vacant. If the incumbent receives~~
17 ~~the highest number of votes, he shall continue in office. The same method of~~
18 ~~removal shall be cumulative and additional to the methods heretofore provided by~~
19 ~~law. The question on the ballot is whether the subject of the petition is recalled. If~~
20 ~~the question passes, the council shall fill the remainder of the term for the vacancy~~
21 ~~by appointment.”~~

22
23 **14. Article X , Parkland**

24 **Section 1, Parkland, be repealed and placed into reserve.**

25 ~~“In addition to and in supplementation of proper planning and zoning, and in~~
26 ~~addition to the power of the city to regulate the use and subdivision of land, the city~~
27 ~~shall have the full power to promote the health, safety, and general welfare of its~~
28 ~~citizens by the enactment of ordinances, to be uniformly enforced, requiring all final~~
29 ~~plats of residential subdivisions containing a dwelling unit density of greater than~~
30 ~~one (1) unit per acre which is to be submitted for approval, to provide adequate and~~
31 ~~suitable land area for park and/or open space purposes to serve the subdivision. The~~
32 ~~amount of park and/or open space required in the subdivision shall be reasonably~~
33 ~~related to the need for park and/or open space created by the subdivision and shall~~
34 ~~not exceed two (2) acres for each one thousand (1,000) persons of the total~~
35 ~~population density projected when the plat is fully developed. Population density~~
36 ~~projections shall be based on the then current official statistics of the United States~~
37 ~~Census for the Midwest City area for the particular type of dwelling units to be~~
38 ~~constructed within the subject land. When the total projected population density for~~
39 ~~the plat is less than twenty five hundred (2,500) persons, the City of Midwest City~~
40 ~~may, in its sole option and in lieu of the provision for mandatory dedication of land~~
41 ~~for park and/or open space purposes, require the developer or subdivider of the~~
42 ~~subdivision to pay to the city a sufficient fee to provide for the purchase of suitable~~
43 ~~land for park and/or open space within the general area in which the subdivision is~~
44 ~~located. Such fee shall be reasonably related to the cost of the park and/or open~~

1 ~~space which is required to be provided. All such fees shall be maintained separate~~
2 ~~from other funds of the City of Midwest City and may be expended only for the~~
3 ~~purchase of land for park and/or open space. The exercise of such power within the~~
4 ~~city shall be in pursuance of this grant of authority and not under state statutes of~~
5 ~~law.~~“
6

7 That the above charter amendments and repeals shall be submitted to the qualified
8 electors of the city of Midwest City at a special election which shall be held on
9 Tuesday, November 3, 2020;

10 That the above charter amendments and repeals shall be published in full once per
11 week for three (3) consecutive weeks in the Journal Record from the 21st of
12 September, 2020 until the 12th day of October, 2020 and that the election shall be
13 held no less than twenty (20) days nor more than thirty (30) days after the last
14 publication; and

15 That, if a majority of the votes cast in the election on the charter amendments are in
16 favor of adopting the proposed amendments to the charter, the charter shall be so
17 amended, certified and authenticated by the mayor, and submitted to the governor
18 for his approval.
19

20 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
21 on the _____ day of _____, 2020.
22

23 CITY OF MIDWEST CITY, OKLAHOMA
24

25 _____
26 MATTHEW D. DUKES, II, Mayor
27

28 ATTEST:
29

30 _____
31 Sara Hancock, City Clerk
32

33 APPROVED as to form and legality this _____ day of _____, 2020.
34
35
36 _____

