

ORDINANCE NO. 567-A

FIRE PROTECTION OUTSIDE OF CITY LIMITS

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS, PROVIDING FOR THE PROVISION OF FIRE PROTECTION, FIRST RESPONSE AND RESCUE SERVICE TO AREAS OUTSIDE OF THE CITY LIMITS; AND PROVIDING FOR THE FOLLOWING; FINDINGS OF FACT, SAVINGS; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the City Council of the City of Granite Shoals, Burnet County, Texas ("Council") seeks to provide for the public health, safety and welfare of its citizens; and

WHEREAS, the Granite Shoals Fire Department provides fire protection, first responder and rescue service to areas within the corporate limits of the City; and

WHEREAS, pursuant to an interlocal agreement with the County of Burnet, the Granite Shoals Fire Department has also provided fire protection, ~~and~~ first responder and rescue service to certain areas outside of the corporate limits of the City but within the jurisdiction of the County; and

WHEREAS, the Council finds that the amount that the County pays to the City for fire protection services outside of the city limits is inadequate to compensate the City for the service provided, which results in the City's taxpayers' subsidization of the cost of fire protection, ~~and~~ first response and rescue services to areas outside of the City limits; and

WHEREAS, the County has stated that the money provided by the County to the City and other fire departments in the County is for the funding of mutual aid; and

WHEREAS, the Council fully supports and desires to participate with other fire departments in mutual aid for fire protection, first response and rescue service and

WHEREAS, the Council finds that the current interlocal agreement with the County will expire on September 30, 2011; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS:

SECTION I
FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Granite Shoals and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION II
PROVISION OF FIRE PROTECTION OUTSIDE OF CITY LIMITS

- A. As of October 1, 2011, the Granite Shoals Fire Department will provide fire protection, first response and rescue service outside of the city limits only under one of the following circumstances:
1. Pursuant to a valid agreement with a subdivision or association of one or more property owners outside of the City that adequately compensates the City by preventing the City's taxpayers from having to subsidize fire protection first response and rescue service to that subdivision;
 2. Subject to a mutual aid agreement; or
 3. To areas, properties and individuals not covered by an agreement on an as available basis. The City will not be the primary provider of fire protection, first response, or rescue services to these areas, properties or individuals and will have no obligation or requirement to respond or to provide services but will respond if resources permit without interfering with the ability to respond to areas of primary responsibility. All services provided to these areas, properties or individuals will be billed on a "charge per call" cost recovery basis as defined in Section III below.
- B. Nothing in this Ordinance shall be construed to obligate or require the City to provide fire protection, first response or rescue service beyond the City limits of Granite Shoals.
- C. At the first available opportunity, the Granite Shoals Fire Department shall amend its mutual aid agreements to provide that the Granite Shoals Fire Department only will provide mutual aid for structural fires, grass fires, wildfires, motor vehicle accidents, technical rescue and Priority 1 medical responses.

SECTION III
COST RECOVERY

- A. Individuals, including Granite Shoals residents or property owners, may be subject to a charge per call based on the fee structures shown in Attachment A (Fire Department Fee List) if the incident or emergency resulted from carelessness or is deemed to be a result of violation of local, state or federal law.
- B. The City of Granite Shoals shall collect fees and may use a third-party vendor for such collection. Such fees may include reimbursement for all equipment, materials, maintenance, and overhead expenses and any costs which constitute full reimbursement to the City of Granite Shoals for services actually rendered.
- C. Within thirty (30) days of providing the services, the Fire Chief or his designee shall submit an invoice for all costs, fees, charges and expenses related to providing the services in the amount set forth in Attachment A, attached hereto and made part hereof, to the property

owner or the owner's designated representatives and insurance companies. All such bills are to be paid within sixty (60) days of the receipt thereof. Interest shall accumulate thereafter on any unpaid balance at an annual percentage rate of ten (10) percent.

D. The City of Granite Shoals may enforce the provisions of this ordinance by Civil action in a court of competent jurisdiction for the collection of any amounts due hereunder, plus applicable attorneys fees, costs and expenses and any other relief that may be appropriate.

E. The fee structure shown in Attachment A shall be reviewed on an annual basis by the Fire Chief, who shall provide a report to the City Council.

SECTION IV SAVINGS

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION V SEVERABILITY

If any provision, section, sentence, clause or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Granite Shoals in adopting, and of the Mayor in approving this ordinance, that no portion thereof or provision or regulation contained herein shall be come inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION VI REPEALER

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is

apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

SECTION VI
EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION VII
NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

READ, PASSED, AND ADOPTED THIS 23rd DAY OF SEPTEMBER, 2011.

By: /s/
Dennis A. Maier, Mayor

ATTEST:

/s/
Ronda Reichle, City Secretary

APPROVED AS TO FORM:

/s/
Brad Young, City Attorney