

Ordinance No. 2631

AN ORDINANCE AMENDING CHAPTER 5 SECTION 4 AMBULANCES BY ADDING PARAGRAPH i PROGRAM FEE; PROVIDING FOR A NONPARTICIPATION ELECTION; PROVIDING FOR A METHOD OF COLLECTION OF SERVICE CHARGES ON UTILITY BILLS; PROVIDING FOR ADJUSTMENT OF CHARGES AND AN APPEAL PROCESS; PROVIDING FOR A PENALTY FOR NONCOMPLIANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 51.072 of the Texas Local Government Code recognizes that a home rule municipality has full power of local self-government; and

WHEREAS, the City of Terrell, Texas, is a home rule municipality which possess the full power of local self-government under Section 1.03 of its Charter; and

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TERRELL TEXAS,:

Chapter 5 Section 4 Ambulances of the Terrell City Code is hereby amended by adding paragraph i "Program Fees" to read as follows:

Article I

§ 5.4(i)- 10 Definitions.

For the purpose of this article, the following words and phrases shall have meanings respectively ascribed to them by this section.

1. Landlord shall mean any person, company, corporation, or other entity that owns or manages Single-family and/or Multifamily Residential Living Units and leases them to Tenants and is responsible for payment of the utility bills for the Living Units.
2. Living Unit shall mean a residential unit providing complete, independent living facilities for a family, including permanent provisions for living, sleeping, eating, cooking and sanitation.
3. Medical Service Program shall mean the services, products, expertise, equipment, and cost associated with the "EMS Membership Program", billed monthly on a Utility Customer's bill.
4. Multifamily Residential Utility Customer shall mean a City of Terrell Utility Customer with two (2) or more Living Units served by one (1) City utility bill; provided Multifamily Residential Living Units will not include hotels, motels, or college dormitories.

5. Single-family Residential Utility Customer shall mean a City of Terrell Utility Customer with one (1) Living Unit receiving one City utility bill.
6. Tenant shall mean the person or persons that sign the lease for a Living Unit at a specific location within the city limits of the City of Terrell, which Living Unit receives City of Terrell utility services.
7. Tenant's Household shall include all the individuals permanently residing together in the leased Living Unit with the tenant.
8. EMS Membership Program shall mean the program, as it currently exists or may hereafter be amended, which is sponsored by CareFlite.
9. Utility Customer shall mean the person or persons that established a utility account with the City of Terrell for utility services for a Single-family Residential or Multifamily Residential Living Unit.
10. Utility Customer's Household shall include all individuals permanently residing together in a Living Unit at a specific location within the corporate limits of the City of Terrell, which Living Unit receives City of Terrell utility services.

Article II

§ 5.4(i)-11. EMS Membership Program and Fee.

- (a) Each Single-family Residential Utility Customer and Multifamily Residential Utility Customer within the corporate limits of the City shall be included in the EMS Membership Program, unless the Utility Customer affirmatively declines participation in said program in the manner set forth in Section 5.4-12 of this Article.
- (b) Single-family Residential Utility Customers participating in the Program shall have included within their utility bills a charge of One Dollar (\$1.00) per month.
- (c) Multifamily Residential Utility Customers participating in the program shall be billed One Dollar (\$1.00) per month per Living Unit.
- (d) The total number of Living Units attributed to Multifamily Residential Utility Customers and Landlords shall be based upon the number of Living units on record with the City of Terrell Utilities Department. It is the responsibility of all Multifamily Residential Utility Customers and Landlords to annually confirm with the Utilities Department whether this number of Living units is in fact accurate. Adjustments may be made to the number of units on record with the Utilities Department based on information provided by sworn affidavit from the Multifamily Residential Utility Customer or Landlord and confirmed by the City. Multifamily Residential Utility Customers and Landlords shall make staff available to meet at the subject residences with City

Utilities Department personnel to confirm the number of Living Units as provided for by the Utility Customer in the sworn affidavit mentioned herein.

Article III

§ 5.4(i)-12. Nonparticipation Election.

(a) Any Utility Customer who desires to not participate in the EMS Membership Program shall sign and file a declaration of nonparticipation, on forms prescribed and provided by the City,

(b) If a Multifamily Residential Utility Customer or Landlord or his or her authorized representative elects for a property not to participate in the EMS Membership Program, the Multifamily Residential Utility Customer or Landlord or his or her authorized representative shall obtain from each Tenant a written and signed acknowledgement stating that the Tenant:

(1) understands that the Tenant and the Tenant's Household are not included in the EMS Membership Program;

(2) understands that the Tenant may affirmatively elect to personally participate in the Medical Service Program by contacting CareFlite and enrolling in the Program at the same price as offered to participating Single-family Residential Utility Customers;

(3) understands that failure to participate in the Program will subject the Tenant and Tenant's Household to the full costs associated with CareFlite's services; and

(4) has been informed of the estimated per trip costs for an emergency ambulance transport run. The written and signed acknowledgement described herein shall be maintained in the Multifamily Residential Utility Customer's or Landlord's or his/her authorized representative's records and available for inspection by the City of Terrell upon request. This acknowledgement must be obtained for all Tenants and all new Tenants moving into the Landlord's or Multifamily Residential Utility Customer's property at any time.

(c) Failure to obtain and maintain on file the written acknowledgement for each Tenant shall be a separate violation of this section. In addition, every thirty (30) day period from the beginning of a lease until written acknowledgement is received or the Multifamily Residential Utility Customer or Landlord or his/her authorized representative elects for a property to participate in the Medical Service Program shall constitute a separate offense for each Tenant affected.

Article IV

§ 5.4(i)-13. Receipt of Service Charges.

The service charges herein established for the EMS Membership Program shall be billed to each Utility Customer monthly, along with the bill for other City utility services and shall carry the same due date as now or may hereafter be established for utility service bills.

Article V

§ 5.4(i)-14. Accountability for funds received.

The City is not responsible for the provision of services by CareFlite. The City's sole responsibility is to properly receive, record and transfer to CareFlite the funds paid by the participating Utility Customers for EMS Membership Program benefits under the Medical Service Program.

Article VI

§ 5.4(i)-15. Adjustment of Charges, Appeal.

Any Utility Customer who considers the EMS Membership Program charges applicable to his/her Living Unit to be erroneous because said Utility Customer opted out of the Program, may request review of the charges by the City's Utilities Department. Additionally, any Landlord or Multifamily Residential Utility Customer who encounters special circumstances that would justify modifying the number of Living Units determined in accordance with the provisions of Section 5.4-11 (such as fire, Act of God, or renovations), may request review thereof by the City's Utilities Department. Any other problems experienced by the Utility Customer with regard to his/her EMS Membership Program benefits shall be referred to CareFlite.

Article VII

§ 5.4(i)-16. Civil and Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this Ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Ordinance is hereby declared to be a nuisance.

1. Criminal Prosecution

Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each day that a provision of this Ordinance is violated shall

constitute a separate offense. An offense under this Ordinance is a Class C Misdemeanor.

2. Civil Remedies

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring action to enforce the provisions of this Ordinance and to seek remedies allowed by law, including but not limited to, the following:

a. Injunctive relief to prevent specific conduct that violates the Ordinance or to require specific conduct that is necessary for compliance with the Ordinance; and

b. A civil penalty of up to One Hundred Fifty Dollars (\$150.00) per day when it is shown that the defendant was actually notified of the provisions of the Ordinance and after receiving notice committed acts in violation of the Ordinance or failed to take action necessary for compliance with the Ordinance; and other available relief.

Article VIII

All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

ARTICLE IX

This Ordinance will take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

PASSED AND APPROVED THIS the 21st day of April, 2015.

PASSED AND ADOPTED THIS the 5th day of May, 2015.

Approved:

Hal Richards, Mayor

Attest:

John Rounsavall, City Secretary

Approved as to form:

Mary Gayle Ramsey, City Attorney