ORDINANCE NO. 83- 9

AN ORDINANCE AUTHORIZING THE ATKINS FIRE DEPARTMENT TO PROVIDE FIRE PROTECTION OUTSIDE THE CITY LIMITS OF ATKINS, ARKANSAS UNDER CERTAIN CONDITIONS: ESTABLISHING THE CONDITIONS PURSUANT TO WHICH FIRE PROTECTION OUTSIDE THE CITY LIMITS MAY BE PROVIDED; PROVIDING A METHOD FOR APPLICATION FOR FIRE PROTECTION FOR CERTAIN PARTIES OUTSIDE THE CITY LIMITS; PROVIDING FEES FOR THE SERVICES PROVIDED HEREBY; AUTHORIZING THE MAYOR AND THE FIRE CHIEF OF THE CITY OF ATKINS TO ENTER INTO MUTUAL AID AGREEMENTS WITH OTHER CITIES, TOWNS OR COMMUNITIES; DECLARING EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, there is a great loss is destruction by fire of property located outside the corporate limits of the City of Atkins;

WHEREAS, many of these fires endanger property located within the corporate limits of the City of Atkins;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ATKINS, ARKANSAS:

SECTION 1: Mutual Aid. That the Mayor and the Fire Chief of the City of Atkins are authorized to enter into mutual aid agreements with other cities, towns, communities or fire protection districts upon the following conditions:

(a) That each party, upon proper authorized request of the other, will lend to the other aid and assistance in any fire, natural disaster or other emergency falling within the capabilities and missions of the parties, such aid and assistance to include, but not be necessarily limited to the providing of supplemental and/or standby personnel and equipment for such periods of time and at such places within the territory of the aided party as shall be requested and mutually agreed upon, from time to time.

(b) That such assistance is intended to be reciprocal and will be extended on this basis and in accordance herewith unless and until such time as either party hereto shall give notice to the other of a withdrawal from the agreement.

(c) That if either party joins in a similar agreement with other like protection agencies, that such agreements shall be construed in connection with this agreement and the obligations of either party thereunder shall be considered as proper basis for assistance by the other party under this agreement.

(d) That all members of the fire departments of the reciprocating parties when rendering such services shall be considered to be acting within their line of duty and in discharge thereof, and no member of the department shall lose or forfeit any right or benefit in rank, pay, disability or retirement payments and benefits on account of the out of the city or town activities.

(e) A request for such assistance from a city, town, community or fire protection district previously entering into a mutual aid agreement with the City of Atkins must come only from the Mayor, Fire Chief, Assistant Fire Chief or such other person as may be designated with approval of the City of Atkins.

(f) If there is a present need for the Fire Department of the City of Atkins to render assistance in the extinguishing of fire within the corporate limits of the City of Atkins or such need develops after a call for fire service outside the corporate limits of the City of Atkins, then the first obligation of the said fire department shall be to render aid in the extinguishing of fire within the corporate limits of the City of Atkins.

SECTION 2: Fire Protection for the Atkins Fire Protection District. The City of Atkins Fire Department shall provide aid in the extinguishing of fires to those individuals, firms, corporations, partnerships, or other entities who own or

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or possess property lying within the Atkins Fire Protection District as hereinafter described subject to the paying of fees for such services as hereinafter set forth, to-wit:

All of Section 1 thru 12 of Township 6 North, Range 18 West.
All of Township 7 North, Range 18 West.
S 2/3 of Township 8 North, Range 18 West.
All of Sections 1 and 2, E½ of Section 3, E½ of Section 10,
All of Sections 11, 12, 13, 14 and E½ of Section 15 North of Arkansas River, Township 6 North, Range 19 West.
All of Sections 1 and 2, E½ of Section 3, E½ of Section 10, All of Sections 11, 12, 13, 14 and E½ of Section 15, E½ of Sections 22, Sections 23 thru 26, E½ of Section 27, E½ of Section 34, All of Sections 35 and 36 of Township 7 North, Range 19 West.
All of Sections 13 and 14, E½ of 15, E½ of 22, All of 23 thru 26, E½ of 27, E½ of 34, All of 35 and 36 of Township 8 North, Range 19 West, excluding the incorporated city limits of Atkins.

For structure fires, the Atkins Fire Department shall respond with equipment and men sufficient to meet the minimum requirements of the Insurance Services Office for Class 9 protection for buildings. For grass fires, the Atkins Fire Department shall respond with equipment and men as available.

SECTION 3: Fees. Any applicant as described in Section 2 of this ordinance shall first pay in advance to the City Clerk an annual fee as follows:

$12.00 per liveable structure
8.00 per lot up to 40 acres
.05 per acre for all acres or parts of acres over 40 acres.

Failure of the applicant to pay any fee provided for in this ordinance within 10 days after receiving due notice from the City Clerk that payment is due shall have the effect of rendering void all agreements between the applicant and the City of Atkins relating to fire protection.

SECTION 4: Repeal of Conflicting Ordinances. All ordinances or parts of ordinances inconsistant or in conflict with any provisions of this ordinance are hereby repealed.

SECTION 5: Emergency. This ordinance being necessary for the immediate protection of the public peace, health,and safety shall be in full force and effect from and after its

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passage this 14TH day of June 1983.



Dallas L. Swain
DALLAS L. SWAIN, MAYOR

ATTEST:

Sybil Marple
SYBIL MARPLE, CITY CLERK