

ORDINANCE NO. 53

AN ORDINANCE GRANTING THE GOSHEN FIRE DISTRICT ASSOCIATION THE EXCLUSIVE RIGHT AND PRIVILEGE TO PROVIDE FIRE PROTECTION WITHIN THE CITY LIMITS OF GOSHEN, ARKANSAS; APPROVING THE TERMS OF THE CONTRACT BETWEEN THE CITY OF GOSHEN AND GOSHEN FIRE DISTRICT ASSOCIATION; REQUIRING ALL RESIDENTS TO BECOME A MEMBER AND PAY DUES TO THE GOSHEN FIRE DISTRICT ASSOCIATION; AND TO PROVIDE PENALTIES FOR VIOLATIONS; AND TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, Goshen Fire District Association is a not-for-profit corporation organized and existing pursuant to the laws of the State of Arkansas, organized as a volunteer fire department and serves a geographic area which includes the corporate limits of the City of Goshen; and

WHEREAS, the City of Goshen recognizes the valuable service provided to its citizenry by the Goshen Fire District Association and desires to make more formal the arrangement between the Goshen Fire District Association and the City of Goshen; and

WHEREAS, it is in the interest of the City of Goshen and its citizens to establish the exclusive rights and privileges of the Goshen Fire District Association and execute a contract between the City of Goshen and Goshen Fire District Association.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Goshen, Arkansas:

SECTION 1. That the City of Goshen hereby enters into the attached contract with the Goshen Fire District Association ("Grantee") and grants to Grantee the exclusive right and privilege within the present and all future expansions of the corporate limits of the City of Goshen (1) to provide the service of fire protection to all residents and inhabitants within said limits; and (2) subject to the terms, conditions and stipulations mentioned in this ordinance and the attached contract, consents and the right and permission is hereby given to Grantee the right and privilege of providing such services to the public and using public rights-of-way, including streets, highways, or other public places of any kind whatsoever within the corporate limits of the City of Goshen and for any related purpose of providing fire protection to the residents or inhabitants of said City.

SECTION 2. Grantee is expressly given the exclusive right and permit (subject to the proviso hereinafter contained) to use the streets, avenues, roads, highways, alleys, sidewalks and other public places, as now laid out, or hereafter to be established, for the purpose and the

privilege of providing fire protection to the public and of using public rights-of-way, including streets, highways, or other public places of any kind whatsoever within municipal boundaries to provide fire protection from any point within the City or to any point beyond the City limits of the City, or to any other point, through and beyond the City limits of the City.

SECTION 3. It is hereby mandated that each residence and business within the corporate limits shall be required to utilize the fire protection services as provided by the Goshen Fire District Association pursuant to this grant of rights and privileges. Grantee shall report those residences and businesses who have not contracted with it for fire protection services.

SECTION 4. The Grantee shall fully indemnify and save harmless the City from any and all claims for damage for which the City shall or might be made or become liable by reason of the granting of these rights and privileges, or any negligence or carelessness on the part of said Grantee or because of any act or omission of the Grantee in the provision of fire protection.

SECTION 5. Fire Protection shall be provided by the Goshen Fire District Association under the terms and conditions herein specified and pursuant to state law, related to the provision of fire protection. The rates which are to be charged by Grantee for fire protection shall be set by Grantee in its discretion. Upon request, Grantee shall make available proper authorities for review by the City Council its rate structure and all rules and regulations related to the provision of fire protection service by Grantee.

SECTION 6. The Grantee shall furnish to the proper authorities any and all information, including but not limited to, rate structure and rules and regulations, which may be asked for by them in regard to the provision of fire protection by Grantee. Whenever the word, "Grantor," occurs in this ordinance, it shall mean and it shall be understood to be the City of Goshen, Arkansas. Whenever the word, "Grantee," occurs in this ordinance, it shall mean and it shall be understood to be the Goshen Fire District Association, and whenever the words "authorities" or "proper authorities" occur in this ordinance they shall mean and shall be understood to mean the authorized officer or officers, committee or board representing the City of Goshen, Arkansas, or Grantor.

SECTION 7. The terms and conditions of a contract with the Goshen Fire District Association for the provision of fire protection, a copy of which is attached hereto, are hereby approved.

SECTION 8. The rights and privileges granted to Grantee shall take effect on the date this ordinance is approved and upon the written acceptance by the Grantee of the terms and conditions of the attached contract. The contract shall continue and remain in force for two years.

SECTION 9. After the effective date hereof, no person or entity other than Grantee shall be permitted to provide fire protection within the corporate limits of the City of Goshen.

SECTION 10. Every household within the corporate limits of the City of Goshen shall be required to pay the dues as set by the Board of the Grantee and thereby become a member of Grantee. Any person, firm or corporation who is more than 60 days delinquent in paying the annual dues to Grantee shall be considered in violation of this ordinance.

SECTION 11. Any person, firm or corporation violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined not less than \$30 and not more than \$250 for each offense.

SECTION 12. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional.

SECTION 13. EMERGENCY CLAUSE: It is hereby declared that based on the conditions set forth herein, an emergency exists and this ordinance, being necessary for the immediate protection of the health, safety, and welfare of the citizens in gated communities of Goshen, Arkansas, shall be in effect immediately upon its passage, approval and publication.

PASSED AND APPROVED this 12th day of April, 2005.



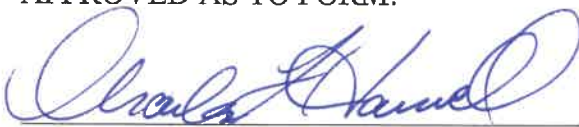
Andy Bethel, Mayor

ATTEST:



Fara Ferguson, City Recorder

APPROVED AS TO FORM:



Charles L. Harwell, City Attorney

ROLL CALL

Names Of Those Voting YEA

Joe Benson John Meek
Jamie Boyd Dick Seddon
Chuck Huskey

Absent

Names Of Those Voting NAY

Names Of Those Who Abstained

Max Poye

The Goshen Fire District Association, a not-for-profit corporation, grantee, hereby accepts the above rights and privileges subject to the terms and conditions therein this 25th day of April 2005.

GOSHEN FIRE DISTRICT ASSOCIATION

By Joe Huskey