

CITY OF RUSSELLVILLE, KENTUCKY
ORDINANCE 2014-06

AN ORDINANCE AMENDING ORDINANCE NO. 2008-17, WHICH ALLOWS FOR CONTROLLED BURNS IN COMPLIANCE WITH A CONTROLLED BURN AGREEMENT, BY REVISING SAID AGREEMENT TO INCREASE THE FEES CHARGED TO THE PROPERTY OWNER FOR USE OF RUSSELLVILLE FIRE DEPARTMENT RESOURCES

WHEREAS, Ordinance 92-19 prohibits the unlawful burning of leaves, yard trimming and rubbish; and

WHEREAS, Ordinance 2008-17 amends Ordinance 92-19 by allowing for controlled burns in compliance with a controlled burn agreement; and

WHEREAS, said agreement provides for the payment of fees by property owners entering into such an agreement that are intended to reimburse the City for the use of Russellville Fire Department Resources; and

WHEREAS, the Chief of the Russellville Fire Department and the Mayor of the City of Russellville have recommended that said fees be increased to account for the current costs of the use of the Russellville Fire Department Resources.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Russellville, Kentucky that:

SECTION I. AMENDMENTS.

(A) The current penalty section of Ordinance 92-19, Subpart (a), is hereby amended as follows:

- (a) CIVIL PENALTY: Violation of this Ordinance is a civil offense. ~~The minimum and maximum civil penalty that my be imposed is \$250.00 for each, and each day this Ordinance is violated may be considered a separate offense. If one who violates this Ordinance does not contest the citation, then the penalty for such violation shall be \$250.00, and each day the Ordinance is violated may be considered a separate offense.~~ The fine for a violation of this Ordinance, in which the citation is not contested, shall be \$500.00 for the first offense, \$750.00 for the second offense and \$1000.00 for the third or greater offense. In the event the citation is contested and, after a hearing, the violation is found to have occurred, the fine shall be \$1000.00 for the first offense, \$1500.00 for the second offense and \$2000.00 for the third or greater offense. Each day that this Ordinance is violated shall be considered a separate offense regardless of when the fire was started. In addition to any fine, the City shall also be entitled to recover the actual costs incurred by the Russellville Fire Department for the abatement of the violation.

(B) The model contract referred to as the "Controlled Burn Agreement" and attached to Ordinance 2008-17 is hereby amended as follows:

5. PAYMENT: Owner agrees to pay to the City of Russellville ~~as follows: for the use of the emergency fire truck and two off duty fire persons. (The cost of the use of the emergency fire truck at a cost of \$50.00 per hour, and the cost of the use of two off duty fire persons at \$25.00 each per hour.)~~ Payment of two hour minimum required (\$200.00). Extra fee of \$50.00 will be applied if the truck and firemen return to the site.

- (i) Two-hour minimum of \$300.00;
- (ii) Cost of use of emergency fire truck for more than two (2) hours: \$70.00/hour;
- (iii) Cost of use of two (2) Off-Duty Firefighters for more than two (2) hours: \$40.00/hour per firefighter;
- (iv) Cost of use of fire truck and firefighters for return to site of controlled burn: \$75.00; and
- (v) A \$50.00 re-inspection fee will be assessed if the Fire Chief has to re-evaluate the site of the controlled burn.

7. TIME AND PAYMENT: Owner agrees to make payment to the City of Russellville ~~upon completion of the controlled burn by making full payment prior to the time the fire truck and personnel leave the property~~ as follows:

- (i) Payment of \$300.00 for two-hour minimum shall be paid at the time the controlled burn agreement is executed.
- (ii) Payment for items (ii) and (iii) in paragraph 5 above shall be made at the time the Russellville Fire Department personnel depart the property.
- (iii) Payment for items (iv) and (v) in paragraph 5 above shall be made at the time the Russellville Fire Department personnel depart the property following the return to the site of the controlled burn, for item (iv), and at the time the Russellville Fire Chief departs the property following a re-evaluation of the site of the controlled burn for item (v).

(C) A copy of the revised model contract is attached hereto.

SECTION II. SEVERABILITY. The provisions of this Ordinance are severable. If any sentence, clause or part of this Ordinance or the application there of to any particular state of case is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or repeal any of the remaining provisions, sentences, clauses or sections or parts of this Ordinance, it being the legislative intent of this body to ordain and in act each other.


SECTION III. REPEAL OF EXISTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith now in effect, to the extent of said conflict, are hereby repealed.

SECTION IV. EFFECTIVE DATE. This ordinance shall become effective upon passage and publication as required by law.


FIRST READING conducted on the 8th day of July 2014.

SECOND READING & PASSAGE on the 22nd day of July 2014.

APPROVED:

By: 
Mark Stratton, Mayor
City of Russellville

ATTEST:

By: 
Bob Riggs, City Clerk
City of Russellville

At a meeting of the City Council of the City of Russellville, Kentucky, held on July 22, 2014, the foregoing ordinance was adopted, after full discussion, by the following vote:

AYES:

Jimmy Davenport
Pat Bell
Sandra Kinser
Jack Whipple
Bill Decker
Darlene Gooch

NAYS:

ABSENT:

ABSTAINING:

CONTROLLED BURN AGREEMENT

WHEREAS, the City of Russellville, in an effort to accommodate those citizens of the city who are desirous of burning appropriate debris, for example, natural growth, limbs and brush, within the city limits, in a manner not in violation of any City Ordinance or other law pertaining to burning, and

WHEREAS, the land owner desires to burn such debris;

WHEREAS, the landowner agrees not to burn processed wood or any man-made item of fabricated items(s), and

WHEREAS, no structures shall be burned without written consent and knowledge of the Kentucky Division of Air Quality;

NOW, THEREFORE, it is hereby agreed that the City of Russellville, hereinafter referred to as "City" and _____, hereinafter referred to as "Owner" as follows:

1. PROPERTY LOCATION: Owner certifies that he and/or she is/are the owner(s) of a fee simple interest in a certain parcel of real estate located in the City of Russellville, and with a street address of _____.
2. DEED: Owner attaches to this agreement a properly recorded copy of the deed to the parcel of real property referenced above and certifies that he/or she is the current owner of said property, and that owner is lawfully possessed of said real estate without any rights thereto having been sold, leased or otherwise transferred to any third party.
3. INSURANCE: Owner certifies that there is currently no casualty insurance on any structure on the property to be burned upon which damage claim for casualty loss may be made by virtue of the burning.
4. FIRE DEPARTMENT: The City and Owner agree that a City of Russellville Fire Department Emergency Fire Truck accompanied by two off-duty fire personnel shall be on site for the duration of the burning to observe the agreed controlled burn at the designated property location.
5. PAYMENT: Owner agrees to pay to the City of Russellville as follows:
 - (i) Two-hour minimum of \$300.00;
 - (ii) Cost of use of emergency fire truck for more than two (2) hours: \$70.00/hour;

- (iii) Cost of use of two (2) Off-Duty Firefighters for more than two (2) hours: \$40.00/hour per firefighter;
- (iv) Cost of use of fire truck and firefighters for return to site of controlled burn: \$75.00; and
- (v) A \$50.00 re-inspection fee will be assessed if the Fire Chief has to re-evaluate the site of the controlled burn.

6. TIME AND DATE FOR THE BURN: The Owners agrees that the City of Russellville will determine the appropriate date and time for the controlled burn to take place. That date and time will be as follows:

Date: _____ Time: _____

7. TIME AND PAYMENT: Owner agrees to make payment to the City of Russellville as follows:

- (i) Payment of \$300.00 for two-hour minimum shall be paid at the time the controlled burn agreement is executed.
- (ii) Payment for items (ii) and (iii) in paragraph 5 above shall be made at the time the Russellville Fire Department personnel depart the property.
- (iii) Payment for items (iv) and (v) in paragraph 5 above shall be made at the time the Russellville Fire Department personnel depart the property following the return to the site of the controlled burn, for item (iv), and at the time the Russellville Fire Chief departs the property following a re-evaluation of the site of the controlled burn for item (v).

8. CLEANUP: Owner understands and agrees that the controlled burn will be at the Owner's request and that the City of Russellville will not, in any way, be responsible for any contents and/or damage resulting from the controlled burn out contemplated by this agreement. Owner agrees and accepts full responsibility for the cleanup of any and all remaining debris to the satisfaction of applicable City of Russellville Ordinances within 14 days after the completion of the controlled burn.

9. HOLD HARMLESS: Owner further understands and agrees to the City of Russellville harmless from any and all damages, costs of services, expenses and/or compensation on account of, or that might arise as a direct or indirect result of a controlled burn. Owner agrees, does hereby release, acquit and forever discharges the City of Russellville, its agents and/or assigns, along with all of the

respective as and/or employees who might be claimed to be liable, of and from all actions, causes of action, claims, demands, costs loss of services, expenses, and compensation of account of, or in any way growing out of, any and all known and unknown property damage resulting from the controlled burn which occurred on the property location.

10. HEIRS AND ASSIGNS: This Control Burn Agreements shall be binding on the heirs, executors, administrators and assigns of the Owner.

IT IS SO AGREED this date and day on which it is signed.

CITY OF RUSSELLVILLE, KENTUCKY

DATE

BY: _____

CITY FIRE CHIEF OR DESIGNEE

ATTEST:

CITY CLERK

DATE

OWNER

DATE

OWNER