

AN ORDINANCE CREATING A NEW ARTICLE III OF CHAPTER 9.5 OF THE NICHOLS HILLS CITY CODE ESTABLISHING A MEDICAL SERVICES PROGRAM IN NICHOLS HILLS; PROVIDING DEFINITIONS; PROVIDING FOR THE 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 DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS OKLAHOMA:

SECTION 1. Chapter 9.5 of the Nichols Hills City Code is hereby amended by the adoption of a new Article III, titled “Medical Service Program,” to read as follows:

ARTICLE III. MEDICAL SERVICE PROGRAM

Secs.9.5-43--9.5-49 Reserved

§ 9.5-50 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 EMSA “TotalCare Program”, billed monthly on a Utility Customer’s bill.
4. **Multifamily Residential Utility Customer** shall mean a Nichols Hills 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. **Program Year** shall be from October 1 through September 30 of a calendar year. Each Program Year shall be designated by the calendar year in which the Program Year begins and the year in which the Program Year expires (e.g., October 1, 2009 through September 30, 2010, shall be designated Program Year 2009/2010)
6. **Single-family Residential Utility Customer** shall mean a Nichols Hills Utility Customer with one (1) Living Unit receiving one City utility bill.
7. **Tenant** shall mean the person or persons that sign the lease for a Living Unit at a specific location within the city limits of Nichols Hills, which Living Unit receives Nichols Hills utility services.
8. **Tenant's Household** shall include all the individuals permanently residing together in the leased Living Unit with the tenant.
9. **TotalCare Program** shall mean the program, as it currently exists or may hereafter be amended, which is sponsored by EMSA.
10. **Utility Customer** shall mean the person or persons that established a utility account with Nichols Hills for utility services for a Single-family Residential or Multifamily Residential Living Unit.
11. **Utility Customer's Household** shall include all individuals permanently residing together in a Living Unit at a specific location within the city limits of Nichols Hills, which Living Unit receives Nichols Hills utility services.

§ 9.5-51. Medical Service 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 Medical Services Program, unless the Utility Customer affirmatively declines participation in said program in the manner set forth in Section 9.5-52 of this Article.
- (b) Single-family Residential Utility Customers participating in the Program shall have included within their utility bills a charge of Two and 50/100 Dollars (\$2.50) per month.
- (c) Multifamily Residential Utility Customers participating in the program shall be billed Two and 50/100 Dollars (\$2.50) per month per occupied Living Unit. There is a

rebuttable presumption that fifty percent (50%) of the total number of Living Units served solely by a single Nichols Hills utility bill are occupied. The number of presumed Living Units shall be rounded down, but to not less than one (1).

- (d) The total number of Living Units attributed to Multifamily Residential Utility Customers and Landlords shall be based upon the number of housekeeping units on record with the Nichols Hills 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 housekeeping units is in fact accurate. Adjustments may be made to the number of housekeeping 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.

§ 9.5-52. Nonparticipation Election.

- (a) Any Utility Customer who desires to not participate in the Medical Services Program for the next Program Year shall either 1) provide over the telephone to the Utilities Department all necessary information to properly identify their account, or 2) sign and file a declaration of nonparticipation, on forms prescribed and provided by the City, or 3) file the proper internet based form, prior to September 30 immediately preceding the beginning of the next Program Year, or upon opening a utility service account for a Nichols Hills residential address. The Utility Customer's election to either participate or not participate in the Program shall remain unchanged for the following Program Year unless affirmatively changed by the Utility Customer before September 30 immediately preceding the Program Year at issue.
- (b) If a Multifamily Residential Utility Customer or Landlord or his or her authorized representative elects for a property not to participate in the Medical Service 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 Medical Service Program; (2) understands that the Tenant may affirmatively elect to personally participate in the Medical Service Program by contacting EMSA 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 EMSA 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 Nichols Hills upon request. This acknowledgement must be obtained for all Tenants existing at the beginning of the Program Year and all new Tenants moving into the Landlord's or Multifamily Residential Utility Customer's property at any time during the Program Year.

- (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.

§ 9.5-53. Receipt of Service Charges.

The service charges herein established for the Medical Service 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.

§ 9.5-54. Accountability for funds received.

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

§ 9.5-55. Adjustment of Charges, Appeal.

Any Utility Customer who considers the Medical Service 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 occupied Living Units determined in accordance with the provisions of Section 9.5-52 (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 TotalCare benefits shall be referred to the President of EMSA or his designee. The determination by said President or designee may be appealed to the EMSA Board of Trustees by written notice of appeal filed with the Director within ten (10) days of the President's determination.

§ 9.5-56. Penalty.

Unless otherwise provided in this Article, any person violating any provision of this Article shall upon conviction thereof be guilty of a violation of the Nichols Hills City Code and shall be punished as provided in Section 1.8 of the Nichols Hills City Code.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 3. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

SECTION 4. EMERGENCY SECTION. WHEREAS, in the judgment of the Council it is necessary for the preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the 11th day of August, 2009.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the 11th day of August, 2009.

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney