

ORDINANCE NO. 2023-12

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, FOR THE PURPOSE OF REQUIRING AND REGULATING AUTOMATED EXTERNAL DEFIBRILLATORS AT ALL HOTELS, PUBLIC POOL AREAS, AND EXERCISE FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT A VIOLATION IS A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$500 PER DAY, AND DECLARING AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:**

**1. Findings of Fact**

The City Council of the City of Iowa Colony, Texas ("the City") hereby finds the following facts:

- a. This ordinance protects the health, safety, and welfare of the public and increases the chance of survival from sudden cardiac arrest.
- b. All requirements of law concerning the passage of this ordinance have been satisfied.
- c. All statements of fact in any part of this ordinance are true.

**2. Definitions**

- a. **"Hotel"** herein shall mean any building or buildings in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, **tourist homes**, **houses** or courts, lodging houses, inns, rooming houses or any other permanent building or structure where rooms are furnished for a consideration.
- b. **"Pool"** herein shall mean any above or below ground swimming pool, hot tub, wading pool, lap pool, or similar container of water designed, adapted, or used for persons to enter or be in that water, but not a bathtub designed and used for private bathing in a private space, and not a portable child's wading pool.
- c. **"Public pool"** herein shall mean a pool in any place other than a private, single-family home that is a "hotel" as herein defined.
- d. **"Exercise Facility"** herein shall mean any location other than a private, single-family home, in which individuals participate in individual or group physical activities, including, but not limited to, gymnasiums, fitness centers, exercise studios, and health clubs.

**3. Automatic External Defibrillators Required. Location Requirements**

- a. Each hotel located in the incorporated limits of the City shall have at least one Automated External Defibrillator (AED) in the lobby and pool area of that hotel, at a location meeting all the following requirements: (i) the location is easily accessed



and conspicuously visible from the lobby and pool area; and (ii) the location is approved in writing by the Fire Marshal.

- b. Each public pool located in the incorporated limits of the City shall have at least one Automated External Defibrillator (AED) in a location meeting all of the following requirements: (i) the location is easily accessed and conspicuously visible from the pool; (ii) the location is within the enclosure, yard, room, or fenced-in area containing the pool, if there is such an enclosure, yard, or fenced-in area; (iii) the location is within forty feet of the pool; and (iv) the location is approved in writing by the Fire Marshal. Multiple public pools, for example a swimming pool with an adjacent wading pool and hot tub, may share an AED, provided the location of the AED complies with this ordinance as to each of those public pools.
- c. Each exercise facility located in the incorporated limits of the City shall have at least one Automated External Defibrillator (AED) in the main area of the exercise facility, at a location meeting all the following requirements: (i) the location is easily accessed and conspicuously visible in the exercise facility; and (ii) the location is approved in writing by the Fire Marshal.

**4. Types of AEDs**

All AEDs required by this ordinance must be of a type approved by the United States Food and Drug Administration (FDA).

**5. Public Availability**

All AEDs located on the premises as required by this ordinance shall be available for the permitted public use expressly set forth herein and for no other purpose.

**6. Marker Signs**

The Fire Marshal will inspect the location of each AED marker sign to ensure that the signage complies with accepted industry standards.

**7. Maintenance and Inspection**

All AEDs required by this ordinance shall be maintained and tested by the persons responsible for compliance, according to manufacturer's guidelines; and shall be inspected monthly to verify the AED is placed at its designated location, reasonably appears to be ready for use, and does not reasonably appear damaged in a manner that might prevent operation.

**8. Records and Supplies**

Maintenance records of AEDs required by this ordinance shall be kept for a period of 1 year, and disposable supplies (defibrillation pads) shall be replaced upon or before their expiration date, as to each AED required by this ordinance.

**9. Reporting Incidents**

A person or entity that provides emergency care to a person in cardiac arrest by using an automated external defibrillator shall promptly notify the local emergency medical services provider or the police department of the City.



**10. Persons Responsible for Compliance**

The following persons shall each be fully responsible for compliance with this ordinance at a hotel, public pool, or exercise facility:

- a. Each manager, of whatever rank or title, of the hotel, public pool, or exercise facility;
- b. Each owner of the hotel, public pool, or exercise facility; and
- c. Each operator of the hotel, public pool, or exercise facility.

**11. Conflicts in Terms**

In the event of any conflict in the terms of this ordinance, or between the terms of this ordinance and any other ordinance, the more restrictive provision shall govern and control.

**12. Nonwaiver of Immunity**

Nothing herein, in any document issued pursuant hereto, or in any action, omission, or condition pursuant hereto shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or any of its agents, officers, attorneys, or employees.

**13. Nonwaiver by Nonenforcement**

That the failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy under this Ordinance or any other law concerning the subject matter hereof shall never be construed as a waiver of the City's right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

**14. Non-Liability of City**

Neither the City nor any of its agents, officers, attorneys, or employees shall have any liability of any nature to any person other than the City for any act, omission, or condition in any way directly or indirectly related to the subject matter of this ordinance.

**15. Non-Liability of Citizens**

(a) Any person or entity that acquires an automated external defibrillator and any person or entity that owns, occupies, manages, or is otherwise responsible for the designated location where the automated external defibrillator is placed are not liable for civil damages related to the use or attempted use of or the failure to use the automated external defibrillator unless the conduct is wilfully or wantonly negligent.

(b) The immunity provided by this section is in addition to any other immunity or limitations of liability provided by other law.

(c) The immunity described by this section applies regardless of whether the person who uses, attempts to use, or fails to use the automated external defibrillator received training in the use of an automated external defibrillator.

**16. Severance Clause**

If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.



## **17. Enforcement**

### **a. Penalty and Continuing Offenses**

Any person participating in any violation of any provision of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be assessed a fine of not more than Five Hundred (\$500.00) Dollars. Each calendar day or portion of a calendar day a violation continues or recurs shall constitute a separate offense. No culpable mental state shall be required for a violation of this ordinance.

### **b. Other Remedies**

Any and/or all of the following civil remedies may be imposed for violation of any provision of this ordinance: injunctive relief, declaratory relief, monetary damages, attorney's fees and all other expenses incurred in enforcing the City's rights or the violator's obligations or liabilities, costs of court, interest as provided by law, and all other remedies at law or in equity.

### **c. Cumulative Obligations and Remedies; No Election of Obligations or Remedies**

- i. All obligations, prohibitions, and offenses under this ordinance or under any other applicable laws are cumulative. No such obligations, prohibitions, or offenses shall be construed to limit any other such obligations, prohibitions, or offenses.
- ii. All remedies and penalties in favor of the City or against any person other than the City under this ordinance, or under any other applicable laws are cumulative. The pursuit or receipt by the City of any one or more penalties or remedies shall not constitute an election of remedies, and shall not prevent the City from pursuing and receiving any and all other remedies and penalties of any nature whatsoever.
- iii. Without the limiting the generality of the foregoing, the City may pursue a criminal prosecution hereunder without pursuing civil remedies for a violation hereof; the City may pursue civil remedies without pursuing a criminal prosecution; or the City may do both.

## **18. Publication**

The City Secretary shall cause the caption of this ordinance to be published in the Alvin Sun, a newspaper of general circulation in the City, as provided by City Charter.

This ordinance shall take effect as of the date of its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON April 17, 2023.






PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING ON  
MAY 15, 2023.



**CITY OF IOWA COLONY, TEXAS**

By:   
**WIL KENNEDY, MAYOR**

**ATTEST:**

  
**KAYLEEN ROSSER, CITY SECRETARY**



