

**STATE OF ALABAMA
MONTGOMERY COUNTY
TOWN OF PIKE ROAD**

ORDINANCE 2036-0625

ORDINANCE Designating the Pike Road Volunteer Fire Protection Authority as the Town of Pike Road's Fire Protection Provider Within the Corporate Limits; Authorizing the Mayor to Execute a Comprehensive Fire Services Agreement; Directing Notification to Rolling Hills Lakes Volunteer Fire Department and Waugh-Mount Meigs Volunteer Fire Protection Authority; and Providing for Related Matters.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PIKE ROAD, ALABAMA as follows:

WHEREAS, the Town of Pike Road, Alabama (the "Town") is a duly incorporated municipality organized and existing under the laws of the State of Alabama; and

WHEREAS, Ala. Code § 11-43-140 grants municipalities of the State of Alabama the authority to "maintain and operate a volunteer or paid fire department and may do any and all things necessary to secure efficient service," and this authority is expressly permissive and discretionary, placing the structure of fire protection services squarely within the legislative judgment of the Town Council; and

WHEREAS, the Town's authority to structure and contract for fire protection services is further supported by Ala. Code § 11-47-5 (authority and formal requirements for municipal contracts), Ala. Code § 11-47-2 (authority to borrow money and issue warrants for any lawful municipal purpose for up to thirty years), and Ala. Code § 11-47-3(a) (authority to contract for the construction or repair of any municipal building and finance the same); and

WHEREAS, the Town's authority is further grounded in its inherent police powers to provide for the safety and to preserve the health of its citizens under Ala. Code § 11-45-1 and related provisions; and

WHEREAS, the Town has historically received fire protection services within its corporate limits from three volunteer fire departments: (1) the Pike Road Volunteer Fire

Protection Authority (“Pike Road VFD”); (2) the Rolling Hills Lakes Volunteer Fire Department (“Rolling Hills VFD”); and (3) the Waugh-Mount Meigs Volunteer Fire Protection Authority (“WMFPA”); and

WHEREAS, by letter dated July 14, 2026, WMFPA formally notified the Town that the Fire and Limited Emergency Medical Services Agreement between the Town and WMFPA, effective March 23, 2017, will expire by its own terms on March 23, 2027, and that, effective March 24, 2027, WMFPA will no longer serve as the “first in” responder for the coverage area described in that agreement, which includes portions of the Town’s corporate limits and certain property annexed by the Town thereafter; and

WHEREAS, by letter dated June 16, 2026, Rolling Hills VFD similarly notified the Town that the Fire and Limited Emergency Medical Services Agreement between the Town and Rolling Hills VFD, effective July 12, 2016, expired by its own terms on July 12, 2026, and that, effective July 13, 2026, Rolling Hills VFD no longer serves as the “first in” responder for the coverage area described in that agreement, which includes portions of the Town’s corporate limits and certain property annexed by the Town thereafter; and

WHEREAS, the Town Council recognizes that Rolling Hills VFD has notified the Town it is no longer serving any of incorporated property in the Town and WMFPA’s has notified the Town that it will no longer serve as a “first in” responder within the Town’s corporate limits as of March 24, 2027; and

WHEREAS, the Alabama Supreme Court has further confirmed that a municipality's financial or organizational support of a volunteer fire department does not convert it into a professional department for purposes of municipal liability, *Ex parte Labbe*, 156 So. 3d 368 (Ala. 2014), and the Town Council accordingly intends that Pike Road VFD retain its volunteer status and separate corporate identity following its designation as the Town's exclusive fire protection provider; and

WHEREAS, the Town Council has determined that it is necessary and advisable and in the best public interests of the citizens and residents of the Town to expand the coverage area of Pike Road VFD within the corporate limits of the Town to encompass the prior coverage area within the Town limits of the Rolling Hills VFD, and as of March 24, 2027,

that of WMFPA, in order to simplify the dispatch and response structure, improve service reliability, and best serve the health, safety, and general welfare of the Town's residents; and

WHEREAS, the Town Council further finds that consolidating fire protection responsibility for the entire corporate limits under a single provider offers affirmative, independent benefits beyond curing the deficiencies described above, including: continuity of leadership, training, and institutional knowledge across every neighborhood within the Town, rather than a patchwork of separate organizations with differing standards and practices; a single chain of command and a single point of public accountability for every Town resident, regardless of address; consistent response protocols, and record-keeping across the entire corporate limits; and a streamlined, more efficient relationship between the Town and its fire protection provider for budgeting, capital planning, and long-term coordination, all of which further the public health, safety, and welfare of Town residents; and

WHEREAS, the Town Council further finds that formalizing this designation through a comprehensive written fire services agreement, consistent with Ala. Code § 11-47-5, and containing appropriate performance standards, response time requirements, provisions for the Town's growth, and termination rights, is necessary to ensure accountability and to protect the public interest; and

WHEREAS, the Town Council intends for this Ordinance to operate exclusively within the corporate limits of the Town and does not purport to alter, reassign, or affect the service areas of any volunteer fire department within the unincorporated police jurisdiction, which areas are defined by the applicable certificates of incorporation filed with the Montgomery County Probate Court under Ala. Code § 11-88-1 et seq.; and

WHEREAS, the Town Council has determined that this action is necessary to promote public health, safety, and general welfare and is a proper and lawful exercise of the Town's municipal authority.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PIKE ROAD, ALABAMA, AS FOLLOWS:

Section 1. Designation. The Town Council of the Town of Pike Road hereby designates the Pike Road Volunteer Fire Protection Authority as the exclusive provider of fire protection services within the corporate limits of the Town of Pike Road, effective upon the Transition Date set forth in Section 3 of this Ordinance.

Section 2. Fire Services Agreement. The Mayor of the Town of Pike Road is hereby authorized and directed to negotiate and execute, on behalf of the Town Council, a comprehensive written Fire Services Agreement with the Pike Road Volunteer Fire Protection Authority. At a minimum, the Fire Services Agreement shall include: (a) a clearly defined service area map with the corporate limits of the Town of Pike Road, as amended from time to time by annexation; (b) minimum response time standards and performance metrics; (c) provisions addressing the growth of the Town of Pike Road, including anticipated annexations and population growth; (d) financial terms, including the application of the Town's fire protection mill levy; (e) insurance and liability provisions; (f) a mutual aid requirement providing for coordinated backup response with neighboring volunteer fire departments; (g) termination rights and dispute resolution procedures; and (h) such other terms as the Mayor and/or Council deem necessary and appropriate in the public interest. The Fire Services Agreement shall be in writing, signed by the Mayor in the name of the Town, and attested by the Town Clerk, consistent with Ala. Code § 11-47-5.

Section 3. Transition Date. The designation of Pike Road VFD as exclusive provider within the corporate limits shall take effect immediately following the effective date of this Ordinance (the "Transition Date"), or upon the earlier execution of the Fire Services Agreement by both parties, whichever first occurs, to allow for an orderly transition of coverage responsibility and coordination with the Montgomery County E-911 Board; provided, however, that with respect to the coverage area formerly served by Rolling Hills VFD, interim coverage has already been assumed by Pike Road VFD, without regard to the Transition Date, and with respect to the coverage area of WMFPA, this ordinance will take effect on March 24, 2027.

Section 4. Immediate Interim Coverage — Rolling Hills VFD Service Area. Because the Fire and Limited Emergency Medical Services Agreement between the Town and Rolling Hills VFD expired by its own terms on July 12, 2026, and Rolling Hills VFD has notified the Town that it no longer serves as a responder in incorporated Pike Road for its designated coverage area within the corporate limits, the Mayor has already coordinated with Pike Road VFD and Pike Road VFD has assumed first-in response coverage for that coverage area, effective upon the notification by Rolling Hills VFD that it would no longer provide fire service within the Town. This was done in order to prevent any lapse in fire protection coverage for the affected residents.

Section 5. Notice and Response. The Mayor is hereby directed to provide a timely written response to Rolling Hills VFD's June 16, 2026 correspondence and WMFPA's July 14, 2026 correspondence, acknowledging receipt and confirming the Town's plan for transitioning fire protection responsibility within the corporate limits to Pike Road VFD; and to formally notify WMFPA of the Town's intent to have Pike Road VFD assume "first in" responder status for the WMFPA coverage area within the corporate limits on or before March 23, 2027, and to cooperate with Rolling Hills VFD and WMFPA in ensuring a seamless transition that avoids any gap in coverage.

Section 6. E-911 Coordination. The Mayor is hereby directed to coordinate with the Montgomery County E-911 Board to update dispatch records and primary responder designations within the Town's corporate limits, effective as of the Transition Date, and on an interim basis as necessary in connection with Section 4 above.

Section 7. Certificate of Incorporation. The Mayor and Town Attorney are hereby directed to coordinate with the Pike Road Volunteer Fire Protection Authority's legal counsel to confirm that the Authority's certificate of incorporation includes the Town's corporate limits within its authorized service area, and to initiate an amendment under Ala. Code § 11-88-5 if necessary, prior to the Transition Date.

Section 8. ISO Consultation. Prior to executing the Fire Services Agreement, the Mayor is directed to consult with ISO Commercial Risk Services (Verisk/ISO) regarding the anticipated impact of the transition on the Town's Public Protection Classification rating, and to report those findings to the Town Council.

Section 9. No Effect on Unincorporated Areas. Nothing in this Ordinance shall be construed to affect, limit, or alter the service areas or operations of Rolling Hills VFD or WMFPA within the unincorporated areas of the police jurisdiction of the Town.

Section 10. Consultant Authorization. The Town Council hereby authorizes the Mayor to negotiate and execute a contract with an independent consultant to study and make recommendations regarding the structure of fire protection services within the Town and its planning jurisdiction, and to negotiate such additional terms as he deems necessary on behalf of the Town Council.

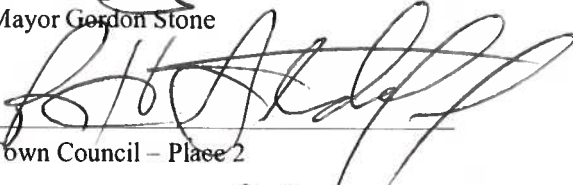
Section 11. Severability. A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, subsection, or part of this Ordinance shall not affect the validity of the remaining parts of this Ordinance.

Section 12. Effective Date. This Ordinance shall become effective immediately upon its adoption and publication as required by law.

APPROVED AND ADOPTED THIS 22nd DAY OF July, 2026



Mayor Gordon Stone



Town Council – Place 2



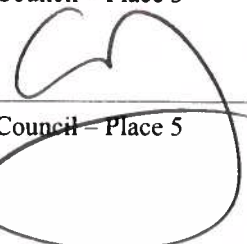
Town Council – Place 4



Town Council Place 1



Town Council – Place 3



Town Council – Place 5

Attest:

Lisa W Burke
Lisa Burke, Town Clerk

