

ORDINANCE NO. 166, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 14 ENTITLED "FIRE PREVENTION AND PROTECTION" BY ADDING A SECTION 14-46 ENTITLED "FEES FOR EMERGENCY PROTECTION FIRE SERVICES FOR PROPERTY WITHIN THE CITY OR OUTSIDE OF THE CITY UNDER MUTUAL AID OR FIRE PROTECTION CONTRACTS".

THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA ORDAINS:

Section 1. City Code, Chapter 14, is hereby amended to add Section 14-46 to read as follows:

SECTION 14-46. FEES FOR EMERGENCY PROTECTION FIRE SERVICES FOR PROPERTY WITHIN THE CITY OR OUTSIDE OF THE CITY UNDER MUTUAL AID OR FIRE PROTECTION CONTRACTS.

A) PURPOSE & INTENT. This Ordinance is adopted for the purpose of authorizing the City of Paynesville to charge for fire services as authorized under Minn. Stat. §366.011, 366.012, and 415.01.

B) DEFINITIONS.

"Fire Service" means any deployment of firefighting personnel and/or equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life, or property, in an area threatened by fire. It also includes the deployment of firefighting personnel and/or equipment to provide fire suppression, rescue, extrication, and any other service related to fire and rescue that may occasionally occur.

"Fire Service Charge" means any charge imposed by the City of Paynesville for receiving fire service.

"Motor Vehicle" means any self-propelled vehicle designed and originally manufactured to operate primarily upon public roads and highways, and not operated exclusively upon railroad tracks. It includes semi-trailers. It does not include snowmobiles, manufactured homes, all-terrain vehicles, or park trailers.

"Fire Protection Contract" means a contract between the City of Paynesville and a town, township, or other city for the City to provide fire services.

"Mutual Aid Agreement" means an agreement between the City of Paynesville and a town, township, or other city for Paynesville's fire department to provide assistance to the fire department of the town, township, or other city.

“Rescue Response” means a response is considered a rescue if firefighters use a piece of equipment in an extraction or rescue beyond the equipment ordinarily carried on an ambulance.

C) PARTIES AFFECTED.

- i) The owner of property within the City of Paynesville who receives fire service.
- ii) Anyone who receives fire services as a result of a motor vehicle accident or fire within the City of Paynesville.
- iii) Owners of property in towns, townships, or cities to which the City of Paynesville provides fire services pursuant to a fire protection contract or mutual aid agreement.
- iv) Railroad property.

D) RATES.

i) Where the terms of an agreement between the City of Paynesville and another town, township, or city, calls for billing services directly to the property owner or to the municipality, stances where the City of Paynesville is called to be billed to a railroad, or where the responds pursuant to a mutual aid agreement or fire protection contract outside of the City of Paynesville, then the following apply:

- Response by a Grass Rig, \$100.00 per hour
- Response by the Number 8 Tanker, \$150.00 per hour
- Response by No. 6, No. 11 or No. 12 Pumpers, \$250.00 per hour
- Response by No. 15 Ranger 4-Wheeler, \$100.00 per hour

ii) Within the City of Paynesville or outside of the City where the Paynesville Fire Department responds to fires or fire rescue calls pursuant to a fire protection contract or mutual aid agreement, then the following apply:

- Response to a Vehicle Fire or Vehicle Rescue, \$350.00 flat fee

Response to a Third or More than Third False Alarm During a Calendar year, \$100.00 per call. The first two (2) responses to alarms during a calendar year are made at no charge. false

In a mutual aid response, after eight (8) hours of response time, billing will begin from the time of the initial response at the rates set in D(i) above, unless otherwise provided in the agreement.

E) BILLING & COLLECTION.

i) Parties requesting and receiving fire services or rescue services may be billed directly by the City of Paynesville. Additionally, if a party receiving such services did not request services, but a fire or other situation existed which, at the discretion of the fire department personnel in charge, required fire or rescue services, the party will be charged and billed. All parties will be billed whether or not the fire service is covered by insurance. Any billable amount of the charge not covered by the parties' insurance remains a debt of the party receiving the service.

ii) Parties billed for service will have 30 days to pay. If the service charge is not paid by that time, it will be considered delinquent and the City of Paynesville will send a notice of delinquency.

iii) If the service charge remains unpaid for 30 days after the notice of delinquency is sent, the City of Paynesville will use all practical and reasonable legal means to collect the service charge. The party receiving service shall be liable for all collection costs incurred by this City including, but not limited to, reasonable attorney's fees and Court costs.

iv) If the service charge remains unpaid for 30 days after the notice of delinquency is sent, the City Council of the City of Paynesville may also, on or before October 15 of each year, certify the unpaid service charge to the county auditor in which the recipient of services owns real property for collection with property taxes. The county auditor is responsible for remitting to the City of Paynesville all charges collected on behalf of the City of Paynesville. The City of Paynesville must give the property owner of intent to certify the unpaid service charge by September 15 of the year in which certification occurs.

F) MUTUAL AID AGREEMENT. When the City of Paynesville Fire Department provides fire service to another fire department pursuant to a Mutual Aid Agreement, billing will be determined by the terms of the Mutual Aid Agreement or, if not so defined, then as set forth hereinabove.

G) APPLICATION OF COLLECTIONS TO BUDGET. All collected fire charges will be City of Paynesville funds and used to offset the expenses of the City of Paynesville Fire Department in providing services.

H) EFFECTIVE DATE. This Ordinance shall be effective immediately upon its passage and publication.

Section 2. City Code, Chapter 1, entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation", is hereby adopted in its entirety by reference as though repeated verbatim herein.

Adopted by the City Council of the City of Paynesville this 27th day of March, 2017.

Jeff Thompson, Mayor

ATTEST:

Renee Eckerly, City Administrator

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