

**ORDINANCE NO. 2023-01
CITY OF OTTERTAIL
OTTER TAIL COUNTY - STATE OF MINNESOTA**

**AN ORDINANCE ESTABLISHING FEES FOR EMERGENCY PROTECTION
AND FIRE SERVICES**

The City Council of the City of Ottertail does ordain as follows:

**CITY CODE – TITLE III – ADMINISTRATIONS
CHAPTER 33: EMERGENCY PROTECTION AND FIRE SERVICE**

33.01 PURPOSES AND INTENT

This ordinance is adopted for the purpose of authorizing the City of Ottertail to charge for fire and emergency protection services as authorized by Minnesota Statutes 366.011, 366.012, and 415.01.

33.02 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning

EMERGENCY FEES means the charges imposed by the city for receiving emergency protection services including, but not limited to, rescue operation, motor vehicle accident, oil or gas leak, etc.

EMERGENCY PROTECTION AND FIRE SERVICE means any deployment of firefighting personnel or emergency 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 or emergency personnel and/or equipment to provide fire suppression, rescue, extrication, emergency or medical assistance and any other services related to fire or emergencies as may occasionally occur.

EMERGENCY PROTECTION AND FIRE SERVICE CHARGE means the charges imposed by the city for receiving fire or emergency services.

FALSE ALARM CALL means an activation of an alarm system that results in a response by ***EMERGENCY PROTECTION AND FIRE SERVICE*** where an emergency situation does not exist.

FIRE RUNS FEE means the charges imposed by the city for receiving fire services including motor vehicle fires.

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 and a town, township, or other city for the City to provide fire or emergency protection service.

MUTUAL AID AGREEMENT means an agreement between the city and a town or other city for the City's fire department to provide assistance to the fire department of a town or other city.

33.03 PARTIES AFFECTED

- (A) Owners of property within the City who receive service.
- (B) Anyone who receives fire or emergency protection services as a result of a motor vehicle accident, emergency, or fire within the city.
- (C) Owners of property in towns, townships, or cities to which the City provides fire or emergency protection services pursuant to an emergency or fire protection contract.

33.04 RATES

The following fees have been set by the City Council in accordance with the Fee Schedule that may be amended from time to time by resolution.

See Master Fee Schedule, Chapter 11

33.05 BILLING AND COLLECTION

- (A) Parties requesting and receiving fire or emergency protection services may be billed directly by the City. Additionally, if the party receiving fire or emergency protection services did not request services, but a fire or other emergency exists which, at the discretion of the personnel in charge requires fire or emergency service, the party will be charged and billed. All parties will be billed whether or not the fire or emergency protection service is covered by insurance. Any billable amount of the fire or emergency protection charge not covered by a party's insurance remains a debt of the party receiving the fire or emergency protection service.
- (B) Parties billed for fire or emergency protection service will have 30 days to pay. If the fire or emergency protection service charge is not paid by that time, it will be considered delinquent and the City will send a notice of delinquency.
- (C) If the fire or emergency protection service charge remains unpaid for 30 days after this notice of delinquency is sent, the City will use all practical and reasonable legal means to collect the fire or emergency protection service charge. The party receiving fire or emergency protection services shall be liable

for all collection costs incurred by the City including, but not limited to, reasonable attorney fees and court costs.

- (D) If the fire or emergency protection service charge remains unpaid for 30 days after the notice of delinquency is sent, the City Council may also, certify the unpaid fire or emergency protection service charge to the county auditor for collection with property taxes. The City must give the property owner notice of its intent to certify the unpaid fire or emergency protection service 30 days prior to certification.

33.06 MUTUAL AID AGREEMENT

When the City provides fire or emergency protection service to another fire department pursuant to a Mutual Aid Agreement, the billing will be determined by the Mutual Aid Agreement.

33.07 APPLICATION OF COLLECTIONS TO BUDGET

All collected fire and emergency protection charges will be city funds and used to offset the expenses of the City fire department in providing fire or emergency protection services.

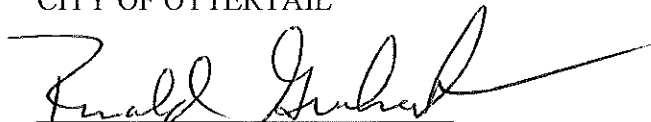
Effective Date: This ordinance amendment shall be in full force and effect from and after passage and publication according to state law. This ordinance shall be placed on file at the City of Ottertail City Hall for public review.

Repeal: This ordinance shall repeal all ordinances inconsistent herewith.

Passed by the Ottertail City Council this 18th day of May, 2023

SEAL

CITY OF OTTERTAIL


Ronald Grobeck, Mayor

ATTEST:


Amanda Thorson, Clerk-Treasurer