

**STATE OF GEORGIA  
CITY OF MORROW**

**ORDINANCE 2021-07**

AN ORDINANCE AMENDING TITLE 4, PUBLIC SAFETY, CHAPTER 2, FIRE PREVENTION AND PROTECTION, SECTION 4-2-10, OF THE CODE OF ORDINANCES OF THE CITY OF MORROW, AND TO AMEND TITLE 3 FINANCE: CHAPTER 4 SCHEDULE OF FEES; SECTION 3-4-1: TO PROTECT THE CITY FROM EXTRAORDINARY EXPENSES RESULTING FROM THE UTILIZATION OF CITY RESOURCES IN RESPONSE TO CERTAIN PUBLIC SAFETY, FIRE, OR EMERGENCY INCIDENTS OR CONDITIONS, AND TO AUTHORIZE THE IMPOSITION OF CHARGES AND THE METHODS FOR COLLECTION FOR RECOVERING REASONABLE AND ACTUAL COSTS INCURRED IN RESPONDING TO SUCH INCIDENTS OR CONDITIONS.; TO PROVIDE FOR SEVERABILITY, TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the duly elected governing authority of the City of Morrow, Georgia (the "City") is the Mayor and Council thereof; and

**WHEREAS**, the health, safety, and welfare of the citizens of the City of Morrow, Georgia, will be positively impacted by the adoption of this Ordinance.

**BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW, GEORGIA**, and by the authority thereof:

**Section 1.**

Section 4-2-10 of the Code of Ordinances, City of Morrow, Georgia is hereby deleted in its entirety and replaced with the following:

## **Section 2. Purpose:**

This ordinance is adopted for the purpose of establishing a method of recovering reasonable and actual costs and expenses for certain services provided by the City which result from the utilization of City resources in response to certain public safety, fire, or emergency incidents or conditions. The City encourages the provision of mutual aid to the public by the Morrow Fire Department, the Morrow Emergency Medical Service (EMS) personnel and other City public safety employees during emergencies. This ordinance is authorized by Georgia law, including, but not limited to O.C.G.A. § 36-35-1 et seq.

## **Section 3. Definitions**

For the purpose of this Ordinance, the following word, terms or phrases shall have the meanings as contained in this section, except where the context clearly indicates a different meaning:

- a. **ASSESSABLE COSTS.** Those costs for services incurred by the City in connection with a response to a public safety, fire, or emergency incident or condition, but not limited to, the actual labor and material costs of the City (including without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment operation, costs of preparation and restoration of equipment, cost of materials, costs of transportation, costs of material disposal and costs of contracted labor), whether or not the services are provided by the City or by a third party on behalf of the City; service charges, interest, attorney's fees, and litigation costs incurred by the City related to the collection of assessable costs; provided, however, the City shall not be reimbursed under this Ordinance more than once for any expense incurred by the City.
- b. **CITY.** City of Morrow
- c. **COST RECOVERY SCHEDULE.** Periodically, the City Council shall adopt, by resolution, a schedule of the costs incurred in providing Emergency Services related to an Emergency Incident. It shall be presumed that the costs listed in the schedule are reasonable costs incurred by the City in responding to such Emergency Incident. This schedule shall be made available to the public during regular City business hours.
- d. **DEPARTMENT.** The City of Morrow Fire Department
- e. **EMERGENCY INCIDENT.** Any situation or condition where Emergency Services are needed or requested.

- f. EMERGENCY SERVICES. Services by the City or another a public entity, which is acting within the City, for the primary purpose of taking timely action to deal with events threatening health, safety, and security. Emergency Services include, but are not limited to, fire, EMS, and law enforcement agencies and cover prevention, preparedness, response, and recovery services or actions, including services or actions related to a hazardous material incident or a motor vehicle accident.
- g. EMS. This means Emergency Medical Services and includes providing immediate response, care, treatment, and/or transport of sick or injured persons.
- h. FALSE ALARM. A request for emergency assistance when there is no actual need for such assistance. Such request may be in any form and includes a request by telephone or any other method, including the activation of any automated or manual device designed to request or summon emergency assistance. The determination that there was no actual need for emergency assistance shall be made by the highest ranking member of the Department responding to the request.
- i. HAZARDOUS MATERIAL. Those elements, substances, wastes or by-products, including but not necessarily limited to, combustible liquids, flammable gases, explosives, flammables, poisons, organic peroxides, oxidizers, pyrophorics, unstable reactive or corrosive materials, which are: i) potentially harmful to the environment or human or animal life, including any material defined as hazardous by any state or federal law, rule or regulation, or ii) which pose an unreasonable or imminent risk to life, health or safety of persons or property, or to the ecological balance of the environment as determined by the fire chief or the senior fire official of the Fire Department in charge at the scene of hazardous material incident.
- j. HAZARDOUS MATERIALS INCIDENT. Any occurrence, incident, activity, or accident where a release of Hazardous Material occurs or is reasonably imminent. A release shall be any spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, dumping, or disposing of a hazardous substance or material into the environment, including, but not limited to, the air, soil, groundwater and surface water.
- k. ILLEGAL FIRE. A fire intentionally or negligently set that is proximately because of a violation of a federal, state, or local law, including, without limitation, an arson fire and a fire set in violation of a burning ban, order, or ordinance. An illegal fire does not include a fire caused by act of nature.
- l. RESPONSIBLE PARTY. A responsible party is any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or other legal entity that (1) receives Emergency Services or whose employee or agent receives Emergency Services; (2) is contractually required to indemnify a person or legal entity for charges related to Emergency Services, such as an insurance company; (3) any owner, tenant occupant or party in control of real and personal property from which, onto

which, or related to which there is an Emergency Incident and their heirs, estates, successors and assigns and (4) any owner, tenant occupant or party in control of real and personal property that benefits from Emergency Services and their heirs, estates, successors and assigns. In circumstances where the Department provides emergency medical care and/or transport, the direct recipient of the services will constitute the responsible party. In the case of emergency medical care and/or transport being provided to a minor, the responsibility party shall be the parents or guardian of the minor. As used above, a responsible party shall be deemed to "receive" Emergency Services even when those Emergency Services are not directly rendered to the responsible party, but are rendered in relation to the responsible party. An example would be the rendering of Emergency Services in relation to a motor vehicle accident.

- m. STANDBY. Personnel and/or resources made available and dedicated to a specific event for the purpose of providing emergency service response or other agreed upon assistance. This does not include Department resources assigned to cover emergency responses within another jurisdiction under an established mutual aid agreement.
- n. UTILITY LINE FAILURE. The disabling of any transmission or service line, cable, conduit, pipeline, wire or the like used to provide, collect or transport water, sanitary sewage, storm sewage, electricity, natural gas, LP gas, communication or electronic signals (including, but not limited to, telephone, computer, cable television and stereo signals or electronic impulses) where the failure presents a threat to public health or safety.

#### **Section 4. Cost Recovery Charges**

The City may recover all assessable costs in connection with Emergency Services rendered by City from any or all responsible parties jointly or severally.

(a) The charges for emergency medical treatment and/or services shall be levied and set by resolution.

(b) The emergency medical technician assigned the responsibility for City emergency medical service delivery shall maintain a record of all transports subject to charges being levied and shall promptly submit the records to the Fire Chief or his designee for approval. Upon approval, the Fire Chief or his designee shall submit the records to the contracted billing company for billing purposes. All charges must be clearly stated and costs enumerated generally in accordance with latest price listings as they may be changed from time to time and shall not include any costs otherwise reimbursed to the City of Morrow.

(c) Those persons served by the Morrow Fire Department Ambulance who are nonresidents of the City will be assessed a penalty of ten percent of their service bill if the assessable costs for services are not paid within 60 days from the date of the invoice of assessable costs.

In addition to the examples provided in Section 1, Emergency Services include, by way of example and not limitation, specific responses or conditions as described below:

- a) Any Department response to a fire, whether ignited accidentally or intentionally, and includes but is not necessarily limited to the following:
  - i. Department containment and/or suppression of the fire in part or whole
  - ii. Stabilization of the incident by Department resources
  - iii. Activities resulting in damage or destruction of Department equipment beyond normal wear and tear
- b) Any Department response to an incident caused by a criminal act including but not limited to, DUI, intentional false alarm, or arson.
- c) Any Department response requiring containment, abatements or any safety measure in connection with any hazardous or toxic material release. Charges in such case shall be made to the person responsible for the release, whether or not the release occurs on the property of the responsible party. The responsibility for the release includes releases caused by the person as well as any release from any vehicle, building, or other instrumentality, owned, occupied or utilized by the person, regardless of fault.
- d) Any Department response to a vehicle accident or traffic incident, including but not limited to the control of fires, spills, debris clean up, assistance to injured persons or ambulance crews, or the extrication of vehicle occupants using specialized tools or techniques.
- e) Any Department response for a Hazardous Materials Incident or other hazardous condition requiring Department oversight and deployment of personnel and/or equipment to maintain public health and safety.
- f) Any Department response to a false alarm due to system malfunction or maintenance issue in excess of two (2) alarms in any consecutive thirty (30) day period.
- g) The provision of Department equipment or personnel for the purpose of providing standby fire, rescue, or emergency medical services necessary to support a non-emergency event/situation hosted by a non-profit or for-profit organization. The City Council may reduce or waive any charges for such services.
- h) Any Department response for a specialized rescue, disentanglement, or body recovery requiring Department oversight and/or deployment of Department personnel or equipment and the use of specialized tools, apparatus, or techniques for handling the specific incident. This includes but is not limited to high and low angle environments, confined spaces, below grade or trench incidents, heavy equipment or machinery, outside searches lasting longer than one (1) hour, ice or water rescue or recovery, and structural collapse.

A schedule of charges, to be known as the Cost Recovery Schedule, shall be established by resolution of the City Council.

#### **Section 5. Exemptions**

The following properties and services are exempt from the charges authorized by this Ordinance:

- a) False alarms due to system malfunction or maintenance issue not exceeding two (2) alarms in any consecutive thirty (30) day period.
- b) Fire involving City buildings, grounds and/or property when the fire is not caused by the act or omission of an employee or agent of the City.
- c) Fire or other emergency service performed outside the jurisdiction of the City for which a signed Mutual or Automatic Aid agreement is in place, unless the municipality in which assistance is rendered has adopted an ordinance to impose or authorize the collection of fees for fire and emergency services as authorized by law.

#### **Section 6. Determination and Authorization**

The City Manager, designee, or authorized agent acting on behalf of the City, such as a third party billing agency, shall determine the total assessable costs and shall, in consultation with other City personnel or agents involved in the services, determine whether to assess any, all or part of such costs against any of the responsible parties. In making such determination, the following shall be considered: the extent to which the personnel and equipment of the City or other assisting public entities were involved, including active and standby status; the extent to which an act or omission of a responsible party was a proximate cause for the need for Emergency Services; and the ability of a responsible party to pay the total assessable costs.

In determining the assessable costs against a party, the City Manager, designee, or other authorized agent may rely on a report of services and the actual expenses incurred as prepared by Department personnel and/or agents involved in responding to the incident and the amounts as set forth in the Cost Recovery Schedule.

Assessable costs may be allocated among and between responsible parties, including allocating all or some of such costs, jointly and severally, against more than one responsible party.

If a determination is made not to assess all or a part of assessable costs against a responsible party, such determination shall not in any way limit or alter any liability a responsible party may have to other responsible parties.

#### **Section 7. Billing and Collection of Assessable Costs**

The Fire Chief, designee, authorized agent or contracted billing service shall prepare and mail an itemized invoice to each responsible party or the responsible party's insurance company (sometimes referred to collectively as "responsible party"). The invoice will be derived from the current Cost Recovery Schedule Fees (Attachment A). The invoice shall demand full payment within thirty (30) days of billing. Any amount due that remains unpaid thirty (30) days after the date of billing shall have imposed a late charge thereon at the rate of one percent (1%) per month, or fraction thereof, until paid in full.

The invoice shall be served on the responsible party or the responsible party's insurance company by first class mail, registered mail or personal service. The responsible party or the responsible party's insurance company shall be deemed served by first class mail on the date of mailing, by registered mail on the date of mailing or by personal service on the date of actual service on the responsible party or responsible party's insurance company.

The invoice shall advise the responsible party or responsible party's insurance company of the right to appeal and the time limits for doing so as provided in Section 8 of this ordinance. If a responsible party or responsible party's insurance company shall appeal assessable costs pursuant to Section 8 hereof, such costs, if upheld, in whole or in part, shall be due and payable thirty (30) days from the date of determination of the appeal and any late payment fees shall apply thereafter.

Any failure by a responsible party or responsible party's insurance company to pay an invoice within the time limits provided in this section shall be considered a default in payment. The City, upon approval by City Council, may commence legal proceedings to collect defaulted sums owed to the City by a responsible party. In addition, the City, upon approval by City Council, may pursue legal action to recover reimbursement for additional costs, fees, expenses, and any other remedy allowable by law, from the responsible party, incurred due to the default in payment of the invoice for assessable costs.

### **Section 8. Appeal Procedures**

Any responsible party or the responsible party's insurance company who receives an invoice for assessable costs shall have an opportunity to meet with the City Manager or designee to request a modification of the assessable costs. The responsible party or the responsible party's insurance company, the recipient of the invoice of assessable costs, must request such meeting in writing within fourteen (14) calendar days from the date of service of the invoice.

If after meeting with the City Manager or designee, the responsible party is still not satisfied, the responsible party may request an opportunity to appear before the City Council to request a modification of the assessable costs. A responsible party who desires to appear before the City Council must first meet with the City Manager or designee, as provided above, and shall file a written request to appear before the City Council with the City Clerk within seven (7) calendar days of the date of the meeting with the City Manager. Any such request shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. The City Council shall only consider the written statements, reasons, basis, or arguments for modification of assessable cost stated in the responsible

party's written request to appear. Any reason, basis or argument for modification of the assessable costs not set forth in the written request to appear shall be deemed waived by the responsible party. Fourteen (14) days after receipt of such a request, the City Clerk will place the responsible party on the meeting agenda of the next regularly scheduled City Council meeting. After a responsible party has been given an opportunity to appear before it, the City Council shall promptly determine whether to confirm, modify or void payment of the assessable costs invoiced.

Failure to timely file a written request for a meeting with the City Manager or failure to timely file a request to appear before the City Council shall constitute a waiver of the responsible party's right to same; and shall further constitute the responsible parties' agreement to pay the assessable costs invoiced.

**Section 9. Conflict with Natural Resources and Environmental Protection Act**

If there is any conflict between the provisions of this ordinance and the provisions of Part 201 of the Natural Resources and Environmental Protection Act [MCL 324.20101 *et seq.*] (NREPA), the provisions of the NREPA shall take precedence and the provisions of this ordinance in conflict therewith shall be deemed non-enforceable, but only to the extent necessary to avoid the conflict.

**Section 10. Non-Exclusive Charge**

The foregoing rates and charges do not limit the City's authority to levy any form of tax or impose special assessments, as permitted by law.

**Section 11. Multiple Property Protection**

When a particular fire protection or other emergency service rendered by the City directly benefits more than one person or property, the owner of each property so benefited, and each person so benefited where property protection is not involved, is liable for the payment of the full charge for such service.

**Section 12. Code Section Amended.**

Title 3 of the Code of Ordinances of the City of Morrow, Georgia, is hereby amending the following in Chapter 4: Section 3-4-1. Schedule of Fees; Fire Department: Fee Type amend with the following:

Department	Fee Type	Fee Amount
Fire Department		
FD-19	Ambulance	\$50.00 per hour (Minimum 1)



FD-20	Engine 31/32/33 Fire engine / pumper	\$100.00 per hour (Minimum 1)
FD-21	Ladder 31 (Aerial w/pump)	\$200.00 per hour (Minimum 1)
FD-22	Command Vehicles	\$25.00 per hour (Minimum 1)
FD-23	Air Monitoring (Multi-gas monitor)	\$45.00 per hour (Minimum 1)
FD- 24	Small Equipment (saws, hand tools, scene lights, etc.)	\$55.00 per hour (Minimum 1)
FD-25	Large Equipment (generators, extrication, fan, etc)	\$65. 00 per hour (Minimum 1)
FD- 26	Fire Chief	\$41.03 per hour (Minimum 1)
FD- 27	Deputy Chief	\$35.10 per hour (Minimum 1)
FD-28	Division Chief	\$30.05 per hour (Minimum 1)
FD-29	Fire Captain	\$21.77 per hour (Minimum 1)
FD-30	Fire Lieutenant	\$19.96 per hour (Minimum 1)
FD-31	Firefighter	\$16.87 per hour (Minimum 1)

FD-32	<p>Consumables</p> <p>Items purchased for one time or multiple use that used or damaged in the process of mitigating the incident</p> <p>(excluding EMS supplies for direct patient care)</p>	<p>Current market replacement cost</p> <p>* Apparatus and equipment rate accounts for preparation, operation, and cleaning restocking processes</p>
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**Section 13. Severability**

If any provision or part of this ordinance is declared by any court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of any other provision or part, which shall remain in full force and effect.

**Section 14. Effective Date**

That the effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this 8 day of June, 2021.

**CITY OF MORROW, GEORGIA**

  
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**John J. Lampl II, Mayor**



**ATTEST:**

  
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 Markeeta Lee, City Clerk