REQUEST FOR PROPOSAL
FOR
DEBT COLLECTION AGENCY SERVICES

PROPOSALS MUST BE SUBMITTED BY
11:00 A.M., ON MAY 26, 2011.
RESPONSES RECEIVED AFTER THE DUE DATE
AND TIME WILL NOT BE EVALUATED

Issue Date: May 9, 2011
SECTION I:
GENERAL SPECIFICATIONS

INTRODUCTION AND BACKGROUND

The City of University City (City) is soliciting proposals from debt collection agencies (Contractor) to assist in the collection of delinquent refuse, demolition, and ambulance billings.

The City intends to place selected resident and non-resident accounts with one or more collection agencies. Submitted proposals must indicate how the City will be kept informed of the progress of each account placed with the agency as well as provide a summary and detail report of all accounts placed. In addition, proposals must provide for the total listing of the gross amount of all collections with a separate billing for agency services rendered.

The contract is subject to approval by the City Council upon the recommendation of the City Manager.

The decision to award collection contracts shall be based on the ability of the agency to provide adequate service of the accounts and the costs associated with that service. More than one agency may be awarded a contract. Awards will be made as judged to be in the best interest of the City.

CLARIFICATION OF THE SPECIFICATIONS

All administrative questions regarding the RFP should be addressed to:
Danella Lang, Administrative Assistant
6801 Delmar Boulevard
University City, MO 63130
(314) 505-8538
dlang@ucitymo.org

All technical questions regarding the specifications should be addressed to:
Janet Watson, Deputy City Manager
6801 Delmar Boulevard
University City, MO 63130
(314) 505-8537
jwatson@ucitymo.org

Written questions must be received by the Administrative Services Department at least seven (7) days prior to the proposal due date. Any questions answered during the proposal period, if said answer affects the essence of the proposal, will be incorporated in an addendum, which will be forwarded equally to prospective Contractors and posted on the City’s website, www.ucitymo.org (Bids). The City will not issue an oral addendum. Contractors are to acknowledge receipt of the addendum(s) as part of their bid submittals.
RESPONSE PREPARATION

The detailed requirements stated in Section II, TECHNICAL SPECIFICATIONS, are mandatory unless otherwise noted. Failure by the Contractor to respond to a specific requirement may be the basis for elimination during the City’s comparative evaluation.

RESPONSE SUBMISSION

In order to facilitate the proposal evaluation process, five (5) copies of the proposal must be submitted to the Administrative Services Department. All proposals must be packaged and sealed with “RFP FOR DEBT COLLECTION SERVICES” written on the front of the envelope. The proposal package must be delivered to:

City of University City
Administrative Services Department
Attn: Danella Lang
6801 Delmar Boulevard
University City, MO 63130-3104

All proposals must be received by the City no later than 11:00 A.M. on Thursday, May 26, 2011. Sufficient time must be allowed for proposal packages submitted by mail to ensure delivery by the time specified. Responses received after the due date and time will be determined non-responsive and will not be evaluated.

Each Contractor shall legibly write or print in ink on the forms provided and include the forms in a bound copy of the proposed contract documents. No alteration in the printed forms is allowed. Any alteration to the bid requirements must be clearly noted by the Contractor. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid had been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.

No bidder may withdraw a bid after the bid opening. A bidder may withdraw a bid any time prior to expiration of the period during which bids may be submitted by a written request signed in the same manner and by the same person who signed the proposal.

INCURRING COSTS

The City is not liable for any costs incurred by Contractor in responding to this Request for Proposal (RFP). All material submitted regarding the RFP becomes the property of the City. Proposals may be reviewed by any person after the bid award has been announced, subject to the terms of this solicitation.

FUNDING AND PROJECT PERIOD

The term of the contract contemplated shall be for twelve (12) months. The City has the option to renew the agreement for four (4) additional one-year terms at the same percentage of commission, terms and conditions with the consent of the Contractor. Any contract is subject to City Council approval and available funding.
DISCLOSURE OF INDEPENDENT AND RELATIONSHIP

Prior to award of any contract, a potential contractor shall certify in writing to the City that no relationship exists between the potential contractor and the City.

FIXED PRICE PERIOD

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid during the contract period.

CONTENTS OF PROPOSAL

Evaluation and selection of contractors will be based on the information submitted in the proposals. No additional information will be accepted after the deadline for submittal of proposals, unless requested by the City.

Brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper and binders are not necessary.

SELECTION PROCESS - AWARD EVALUATION CRITERIA

From the information provided in the proposals, determination shall be made of a Contractor’s financial and operational ability to serve the needs of the City. Only proposals from financially responsible organizations or individuals, as determined by the City, presently engaged in the business of providing collection services, shall be considered. The City reserves the right to inspect the Contractor’s facilities and consult with other governmental entities with collection service operations under the Contractor’s management, prior to and after any contract award resulting from this RFP.

Only those proposals received in a timely manner and with all of the information requested will be considered. The evaluation of proposals will be performed by a committee based upon pre-established evaluation criteria. The evaluation criteria are attached to this RFP as Appendix D. After initial ratings, the City may choose to interview Contractors with the highest evaluation points.

The City reserves the right to reject any and all proposals and to negotiate with the selected applicant(s) prior to entering into a contract. Awards may be made to more than one respondent. Awards will be made in the best interest of the City.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Contractors will become contractual obligations if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.
RECORDKEEPING AND RECORD RETENTION

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances. The City shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this RFP held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

CONTRACT TERMINATION

The City may terminate this contract due to non-renewal, unavailability of funds or for neglect as determined by the City without penalty. Actions of neglect shall include, but not necessarily be limited to, insufficient insurance coverage, failure to provide required periodic statements, failure to provide required standards of service, failure to provide quality and frequency of service deemed by the City to be unsatisfactory, and failure to act consistently with the applicable debt collection provisions of the Fair Debt Collection Practices Law under 15 U.S.C. sec. 1692, et. seq. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise, any substantial change in ownership or proprietorship of the contractor which in the opinion of the department is not in its best interest, or failure to comply with the terms of this contract.

The City shall provide ten (10) calendar days written notice of contract neglect and unless within ten (10) calendar days such neglect has ceased and corrective arrangements made, the City may terminate the contract by giving thirty (30) days notice in writing by registered or certified mail of its intention to cancel this contract.

Should the City breach any terms or provisions of this contract, the contractor shall serve written notice on the department setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegations shall be contested or such breach shall cease and arrangements made for corrections. The contractor may terminate the contract by giving thirty (30) days notice in writing by registered or certified mail of its intention to cancel this contract.

In the event of contract termination, the Contractor shall discontinue collection action as of the contract termination date. All referrals uncompleted and all monies due but not yet paid over at such time shall be transmitted to the department within fifteen (15) days after contract termination date. The Contractor shall notify the department of the current status of each referral being returned. Any monies received by the contractor on behalf of the department after the contract termination date shall be forwarded immediately and shall not be subject to collection fee.
PRIME CONTRACTOR

The contract and any part thereof shall not be subcontracted or assigned to another contractor without prior written permission of the City.

EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

In the event of contract award, this document and the contractor’s proposal constitute the entire agreement of the parties and all previous communications between the parties whether oral or written with reference to the subject matter of this contract are void. The contractor shall provide the services herein described in accordance with the best professional standards.

OTHER INFORMATION

1. It is specifically understood and agreed that such items relative to collection agency service which are not herein covered may be added to or excluded from this proposal and the resulting contract by the City without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be furnished to the City by the contractor with such additional consideration as mutually agreed upon, as is necessary to make it legally enforceable.

2. After the initial contract period, the parties may upon mutual agreement adjust the specific terms of the contract(s) where circumstances beyond the control of either party require adjustments. The contract charges shall not be renegotiated to the disadvantage of the City. All adjustments requested by the contractor shall be proposed in writing to the City for approval ninety (90) days prior to the requested effective date.

3. In the event of non-renewal of the contract, referrals issued during the term of the contract may be retained for completion by the contractor under the existing terms and fees at the option of the City.

4. The contractor shall be responsible for obtaining all required permits, licenses, and bonding to comply with pertinent regulations; municipal, county, state and federal laws, and assume liability for all applicable taxes.

5. Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor(s) shall meet regularly with the authorized purchasing agent and cooperate at all times to maintain maximum efficiency and good public relations.

6. The contractor shall not engage the services of any person employed by the City including any department, commission or board thereof without written consent of the City.

7. It is understood that the contractor’s officers and employees are in no way considered employees of the City.

8. The Contractor will indemnify and save harmless the City and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any
injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

9. Disputes regarding this contractual agreement shall be subject to arbitration as provided in Chapter 555, Missouri Statutes.

10. The contractor agrees that this agreement has been entered into without collusion or other action in restraint of competition.
SECTION II: 
TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE DETAILED SPECIFICATIONS

1. The City will place accounts for collection for refuse collection, ambulance billing and demolitions. The description of these billings and the estimated aging of accounts is outlined in Appendix D, along with the Municipal Code regarding these bills.

2. The contractor shall accept accounts placed by the City under terms of this agreement and will use its best efforts to collect said accounts utilizing means legal, necessary and proper. It is understood that the City may second-place accounts.

3. The City plans to place delinquent accounts immediately. Other accounts may be placed throughout the calendar year. The number of accounts referred to Contractor shall be solely within the discretion of the City. Further, the City shall make its own efforts at collection and written demands prior to turnover and will inform the debtor of the consequences of his/her failure to make payments.

4. The Contractor shall provide routine, detailed account information to the City each month and shall provide summary information to the City as required.

The City shall provide the contractor with information on payments made directly to it on accounts assigned to the collection agency or contractor, and will pay the collection fee on these amounts.

5. The contractor shall not initiate legal proceedings on an account without prior authorization by the City. All attorney fees, court costs, and other expenses incurred with legal collection proceedings authorized by the City shall be borne by the contractor.

6. Accounts may not be compromised by the contractor except pursuant to specific written approval from the City on a case by case basis.

7. All data made available to the Contractor by the City are and remain the property of the City and must be treated as confidential information. Health Insurance Protection and Accountability Act laws (HIPAA) apply to ambulance accounts. All listings, which may reveal names or identification number of individuals or employees, etc., if not returned to the City, must be properly destroyed so as to keep such information confidential.

8. The contractor agrees to return to the City, at no charge, accounts referred by mistake. The City will not knowingly refer any accounts where the account is serving on active duty in the United States Armed Forces, VISTA or Peace Corps, or under bankruptcy.

9. The City shall pay no fee for the contractor when the balance due has been reduced resulting from City action such as application of refund, security deposit or credit adjustment. Also, no fee will be paid based upon a collection resulting from the City receiving payment due to a customer refinancing or selling their home when a lien of any amount was in place.
10. Records developed as a result of this agreement are City records and subject to access, scheduling and disposition approved by the City.

11. In carrying out any provision of the agreement or in exercising any power or authority granted to the contract thereby, there shall be no liability upon the City.

12. The Contractor shall follow the applicable provisions of federal law regulating debt collections appearing in the Fair Debt Collection Practices Law under 15 U.S.C. sec. 1692 et. seq. and all applicable state laws and city ordinances related to the transferred debt.

ACCOUNTING, REMITTANCES AND PAYMENTS

Accounting

a. The Contractor shall maintain complete and accurate records of collection service transactions in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the collection agency service operations for the City for a period of three (3) years from the close of each year’s operation.

b. The Contractor’s accounting control and records of reported collection service shall be used as the basis to verify charges payable to the contractor.

c. All records pertaining to the operations of this collection agency service shall upon reasonable notice be open for inspection and/or audit by the City at any or all reasonable times.

d. On request of the City, the contractor shall meet with the City and review each invoice, explain charges, discuss problems and mutually agree on courses of action which may be required to provide improved control and/or service.

Remittances and Payments

The contractor shall remit to the City all collections based on a monthly reporting period by the 7th day after the end of the reporting period, accounting for all collections made up to and including the last day of reporting period. If separate reporting is desirable for second-placement accounts, the remittance and reporting period shall be as directed by the City and may be other than indicated above.

CONTRACTOR INFORMATION REQUIREMENTS

It is the purpose of this RFP to obtain complete data from each Contractor to enable the City to determine which Contractor or Contractors can best serve all of the criteria which are to be considered in the award of a contract(s). To this end, each Contractor shall furnish a complete description of capabilities in the field of debt collection agency service operations as part of the proposal package.
Included shall be the following:

1. Name and address of operating company.

2. The duration and extent of service experience.

3. Financial information consisting of balance sheets and net operating statements for the preceding five (5) fiscal or calendar years.

4. Evidence that the Contractor’s operating company meets the licensing requirement of the State of Missouri.

5. Evidence of the Contractor’s ability to work with other governmental units from past or present experience. Each Contractor shall submit a list of five (5) references for governmental or similar entities where they have provided comparable service within the past three (3) years. This list shall include the Point of Contact, phone number, email, types of bills collected and services provided. If none, so indicate. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the project.

6. The designation of a single office and one representative of the Contractor who will be responsible for the account of the City. It is expected that although many company branches may process accounts for the City, one person shall be available for contact in the event of any problems with the operation of the agreement.

7. A listing of the location and relationship of all offices used by the Contractor in collecting accounts indicating whether or not such offices are franchised, wholly owned, or are independently affiliated.

8. An overview of the collection system utilized by the Contractor in respect to the following conditions:

   a. The extent to which collection attempts will be made based on the dollar value of the account and the type of attempt that will be made (i.e. collection letter, telephone contact, litigation, etc.)
   b. Method of documenting collection attempts and also reliability on the part of the agency management that such attempts are actually being made.
   c. Extent to which accounts will be "skip-traced".
   d. Indicate varying procedures based upon varying dollar value of account.
   e. Detailed samples of the kinds of reports provided to other government units on an account-by-account basis (i.e. detailed activity from period to period.) If none, so indicate.
   f. Detailed samples of reports provided to other government units which summarize monthly and yearly collection activity and results. If no, so indicate.
   g. The extent to which computer systems are utilized for reporting, account maintenance, monitoring and collection attempts.
   h. Description of any internal account programs for:
1. Recording, checking and reporting service performance.

2. Accounting and control forms used with detailed explanation of each and their importance.

9. A statement indicating whether or not the Contractor is willing to service the City if one or more other agencies are also providing similar service. Accounts will be placed with the awarded contracting agencies at the City’s discretion.

10. Whether litigation capability exists within the Contractor’s company or whether litigation is to be handled on a referral basis. The proposal should provide information illustrating the procedures normally employed by the company’s attorneys in the collection process and if any additional fees apply. Litigation procedures are subject to conditions imposed by Missouri Statutes.

11. A statement furnishing the name of insurance carrier and liability limits.

12. Such other information including any unique services offered as the Contractor deems pertinent for consideration by City.

13. The Contractor shall furnish and include the above data with the proposal. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or cancellation of resulting contracts.

14. The Fee Schedule (Appendix A) should be completed, outlining any difference in fees for various service levels.

15. The completed Affidavit (Appendix B) should be included.
SECTION III:
STANDARD TERMS AND CONDITIONS

1. **Deviations and Exceptions:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the proposer’s letterhead then signed and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.

2. **Acceptance-Rejection:** The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal and to accept any part of a bid/proposal as deemed to be in the best interest of City.

   Bid/Contract must be dated and time stamped by the purchasing office on or before the date and time that the bid proposal is due. Bid/Contracts dated and time stamped in a different office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/contract by the purchasing date.

3. **Payment terms and Invoicing:** The City normally will pay properly submitted Contractor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required) and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

4. **Entire Agreement:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases the special requirement shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

5. **Applicable Law:** The resulting contract shall be governed under the laws of the City and the State of Missouri. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affects the work or its conduct.

6. **Assignment:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the City.

7. **Arbitration:** Disputes should be addressed to the Deputy City Manager. A good faith dispute creates an exception to prompt payment.

8. **Nondiscrimination/Affirmative Action:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition,
development disability as defined in 55.555 Missouri State Statutes, sexual orientation or national origin.

9. **Insurance Responsibility:** The contractor performing services for the City shall:
   
   a. Liability and Property Insurance – Comprehensive Form: The consultant shall procure and maintain during the term of this Agreement, Liability and Property Damage Insurance in an amount not less than $2,000,000 on account for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.
   
   b. Automobile Liability Insurance: The consultant shall procure and maintain during the term of this Agreement, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than $500,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $2,000,000 for each accident; and in an amount not less than $600,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $2,000,000.
   
   c. Workers Compensation Insurance: Workers Compensation Insurance shall be in place per state of Missouri requirements.
   
   d. Provide an insurance certificate indicating this coverage is countersigned by an insurer licensed to do business in Missouri covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
   
   e. Exceptions to insurance requirements A and B above may be considered, but must be requested in proposal submission

10. **Cancellation:** The City reserves the right to cancel any contract in whole or in part without penalty due to misappropriation of funds or for failure of the contractor to comply with the terms, conditions and specifications of this contract.

11. **Proprietary Information:** Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Missouri procurement regulations and the Missouri public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor’s responsibility to defend the determination in the event of an appeal or litigation.

   a. Data contained in a bid/proposal, all documentation provided therein, and innovation developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of the City.
   
   b. Any material submitted by the Contractor in response to this request that the Contractor considers confidential and proprietary information and which qualifies as a trade secret, as provided in 55.555 Missouri State Statutes, or material which can be kept confidential under the Missouri public records law, must be identified on the attached Designation of Confidential and Proprietary Information form (Appendix C). Bid/proposal prices cannot be held confidential.
APPENDIX A
FEE SCHEDULE FOR COLLECTION AGENCY SERVICE

THE PROPOSER MUST COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL.

We, the undersigned, in compliance with the Request for Proposal (RFP) for Debt Collection Services dated May 6, 2011, hereby propose to charge the following rates to the City for Collection Agency Service. In making this proposal, we acknowledge that we have read and understand this RFP and hereby submit our proposal in accordance with the terms and conditions of the specifications and agree to fulfill our legal obligations pursuant to the stated contractual provisions.

1. Submit all data required by Section II and acknowledge terms of Section III.
2. Itemize below your fee schedule for the various types of collection service required. If the space provided is insufficient for this purpose, you may add additional pages.

Collection Agency Fee Schedule

<table>
<thead>
<tr>
<th>Company</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Name and Title</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Email</td>
</tr>
<tr>
<td>Telephone</td>
<td>Fax</td>
</tr>
<tr>
<td>Date</td>
<td>Federal ID Number</td>
</tr>
</tbody>
</table>
THE PROPOSER MUST COMPLETE AND SUBMIT/THIS AFFIDAVIT WITH PROPOSAL.

Personnel Requirements for contractors with City

As outlined in the University City Municipal Code, Contractors with the City are certify meeting the following requirements:

A. Any person, firm or corporation contracting with the City to provide services at a cost of fifty thousand dollars ($50,000) or more and involving ten or more employees in the workforce providing the contracted services, shall, as a condition precedent to the rendition of such services, certify by affidavit that at least twenty (20) percent of the workforce providing the contracted services shall consist of workers generally classified as members of minorities and/or female workers. The City Council may, under special circumstances, waive these requirements.

B. Any person, firm or corporation contracting with the City to provide services involving payment of one hundred thousand dollars ($100,000) or more in which there are two or more subcontracts shall agree that at least fifteen (15) percent of the total amount of the contract shall be allocated to subcontractors who employ workers generally classified as members of minorities and/or female workers.

In signing this affidavit, Contractor certifies a true and accurate statement that they meet the minority purchasing requirements as stated above.

Contractor agrees to comply with all terms, conditions, and specifications required by the City in this Request for Proposal, and the terms of their own proposal as submitted.

Company ________________________________

Signature ________________________________

Name ________________________________

Date ________________________________
APPENDIX C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to debt collection agency services proposal includes proprietary information which qualifies as a trade secret, as provided in Section 90-0123, Missouri State Statute or otherwise material that can be kept confidential under the Missouri Open Record law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

We request that the following pages not be released:

Section Page # Topic
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The City considers other markings of confidentiality in the proposal document to be insufficient. The undersigned agrees to hold the City harmless for any damages arising out of the release of any material unless specifically identified above.

Company ____________________________

Signature ____________________________

Name ________________________________

Date _________________________________
## APPENDIX D

### COLLECTION AGENCY SERVICES

### RFP EVALUATION

**Contractor Name:** ________________________________

**Evaluator Name:** ________________________________

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Scoring Points</th>
<th>Awarded</th>
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<tbody>
<tr>
<td>Duration and extent of experience</td>
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<td></td>
</tr>
<tr>
<td>Financial Stability</td>
<td>0-40</td>
<td></td>
</tr>
<tr>
<td>Satisfaction of licensing requirements</td>
<td>0-20</td>
<td></td>
</tr>
<tr>
<td>Ability to work with other governmental units</td>
<td>0-60</td>
<td></td>
</tr>
<tr>
<td>Extent and type of collection attempts</td>
<td>0-80</td>
<td></td>
</tr>
<tr>
<td>Documentation of collection attempts</td>
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<td></td>
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<tr>
<td>Extent of Skip-tracing</td>
<td>0-20</td>
<td></td>
</tr>
<tr>
<td>Account-by-account reports</td>
<td>0-30</td>
<td></td>
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<tr>
<td>Summary Reports</td>
<td>0-30</td>
<td></td>
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<tr>
<td>Usage of Computer Systems</td>
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<td></td>
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<tr>
<td>Internal Accounting Procedures</td>
<td>0-20</td>
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<tr>
<td>Acceptance of multiple collection Contractors</td>
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<td></td>
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<td>Litigation procedures</td>
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<td>Fee Structure</td>
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<td></td>
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<tr>
<td>Proof of Insurance Requirements</td>
<td>0-20</td>
<td></td>
</tr>
<tr>
<td>Other unique services</td>
<td>0-20</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score** 0-600
APPENDIX B

TYPES OF CITY BILLINGS

REFUSE BILLING

The City bills properties for trash (refuse, solid waste) collection service. The City Code regarding refuse bills provides for a lien against the property for the amount owed. The owner of the property is held liable for any unpaid bills. The City bills for trash service twice per year, in March and September. Payment must be received by the published due date.

If the bill is outstanding after the due date, the following penalty schedule is followed:

<table>
<thead>
<tr>
<th>Billing Cycle</th>
<th>First Billing (March – August)</th>
<th>Second Billing (September – February)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse Bill Issued</td>
<td>March 1</td>
<td>September 1</td>
</tr>
<tr>
<td>Refuse Bill Due without Penalty</td>
<td>March 31</td>
<td>September 30</td>
</tr>
<tr>
<td>Refuse Bill Delinquent – 5.0% Penalty</td>
<td>April 1</td>
<td>October 1</td>
</tr>
<tr>
<td>Refuse Service Halted -2.5% Penalty</td>
<td>May 1</td>
<td>November 1</td>
</tr>
<tr>
<td>Penalty -2.5%</td>
<td>June 1</td>
<td>December 1</td>
</tr>
<tr>
<td>Penalty -2.5%</td>
<td>July 1</td>
<td>January 1</td>
</tr>
<tr>
<td>Special Tax Bill Lien Certification– 8.0% Interest Begins</td>
<td>August 1</td>
<td>February 1</td>
</tr>
</tbody>
</table>

In addition to penalties and interest, the City’s collection efforts include establishing payment agreements, service shut off, recording liens against the property, notice to credit bureaus, and charging lien recording and release fees to the delinquent accounts. The City also has legal authorization to pursue foreclosure against delinquent properties.

Currently, there are approximately 3,500 accounts with past due billings, including the current bill:

<table>
<thead>
<tr>
<th>Aging</th>
<th>0-30</th>
<th>31-60</th>
<th>61-90</th>
<th>91-120</th>
<th>Over 120</th>
<th>Overall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Totals:</td>
<td>$26,687</td>
<td>$297</td>
<td>$337,163</td>
<td>$12,865</td>
<td>$1,415,613</td>
<td>$1,792,628</td>
</tr>
</tbody>
</table>

The City would like to submit accounts for collection with a balance of $300 or more with at least three bills delinquent to an authorized collection agency. Currently, there are approximately 1,500 delinquent accounts with a combined total of $1.3 million outstanding, which meet the above-mentioned transfer criteria. These delinquent balances have accumulated over many years when the City did not choose to perform shut-off procedures or enhanced collection activities.
AMBULANCE BILLING

The City receives uncollectible ambulance transport bills that the City’s authorized ambulance biller is not able to collect from submission to insurance companies, federal programs or patients. After receipt of the uncollected bills, the City generates an invoice and sends it to the responsible party. The term of the invoice is 30 days. After thirty days, a final demand notice is sent to the responsible party informing them that if the bill is not paid within twenty days, further collection efforts will be made. If payment is not received, the responsible party’s credit rating is affected, but no further collection efforts are made. Responsible parties, however, are able to make payment arrangements on the invoice at any time.

Currently, there are 2,017 ambulance invoices totaling $1,273,398. The average invoice amount is $631. The current invoice aging of billings that have been returned to the City for collection is as follows:

<table>
<thead>
<tr>
<th>Aging</th>
<th>Current</th>
<th>1-30 Days</th>
<th>31-60 Days</th>
<th>61-90 Days</th>
<th>Over 90</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Amount</td>
<td>0</td>
<td>0</td>
<td>$24,870</td>
<td>$162,360</td>
<td>$1,086,168</td>
<td>$1,273,398</td>
</tr>
<tr>
<td>Total Invoices</td>
<td>0</td>
<td>0</td>
<td>35</td>
<td>223</td>
<td>1,759</td>
<td>2,017</td>
</tr>
</tbody>
</table>

The City would like to submit ambulance invoices that are over 90 days delinquent from years 2006 through 2010 to an authorized collection agency, which constitutes the following:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Outstanding Invoices</th>
<th>Total Delinquent Amount</th>
<th>Average Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>235</td>
<td>$125,847</td>
<td>$535</td>
</tr>
<tr>
<td>2007</td>
<td>235</td>
<td>$129,216</td>
<td>$549</td>
</tr>
<tr>
<td>2008</td>
<td>15</td>
<td>$11,025</td>
<td>$735</td>
</tr>
<tr>
<td>2009</td>
<td>272</td>
<td>$182,412</td>
<td>$670</td>
</tr>
<tr>
<td>2010</td>
<td>598</td>
<td>$409,547</td>
<td>$684</td>
</tr>
</tbody>
</table>

ALL LAWS REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) MUST BE FOLLOWED REGARDING AMBULANCE BILL COLLECTIONS.
DEMOLITION BILLING

The City bills property owners for buildings that are demolished due to unsafe conditions. This type of billing is a special tax bill which is a lien against the property and is considered abating a nuisance. The bills may be cumulative, including multiple costs incurred for and leading up to the demolition. The City bills for the demolition activity, payable in 30 days. Depending on the amount of the invoice, a lien may be recorded against the property. After the initial billing is sent, monthly statements indicating the balance of the debt are sent to the property owner at 31 days past due. No further collection is performed by the City. If the property is sold, then the debt may be collected at the time of the sale.

Currently, there are 52 demolition invoices totaling $271,301:

<table>
<thead>
<tr>
<th>Aging</th>
<th>Current</th>
<th>1-30 Days</th>
<th>31-60 Days</th>
<th>61-90 Days</th>
<th>Over 90</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$3,594.32</td>
<td>$228.00</td>
<td>$42.60</td>
<td>$631.29</td>
<td>$266,804.79</td>
<td>$271,301.00</td>
</tr>
<tr>
<td>Total</td>
<td>3</td>
<td>4</td>
<td>1</td>
<td>4</td>
<td>40</td>
<td>52</td>
</tr>
</tbody>
</table>

The City would like to submit invoices that are over 90 days delinquent from years 1995 through 2010 to an authorized collection agency, which constitutes the following:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Outstanding Invoices</th>
<th>Total Delinquent Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995</td>
<td>1</td>
<td>$20,075.34</td>
</tr>
<tr>
<td>1997</td>
<td>1</td>
<td>$4,829.50</td>
</tr>
<tr>
<td>1998</td>
<td>1</td>
<td>$16,067.36</td>
</tr>
<tr>
<td>1999</td>
<td>1</td>
<td>$18,462.02</td>
</tr>
<tr>
<td>2003</td>
<td>1</td>
<td>$10,967.84</td>
</tr>
<tr>
<td>2004</td>
<td>1</td>
<td>$9,185.70</td>
</tr>
<tr>
<td>2005</td>
<td>1</td>
<td>$10,575.70</td>
</tr>
<tr>
<td>2006</td>
<td>1</td>
<td>$8,953.33</td>
</tr>
<tr>
<td>2007</td>
<td>7</td>
<td>$69,647.70</td>
</tr>
<tr>
<td>2008</td>
<td>5</td>
<td>$59,833.86</td>
</tr>
<tr>
<td>2009</td>
<td>2</td>
<td>$25,986.11</td>
</tr>
<tr>
<td>2010</td>
<td>14</td>
<td>$12,042.18</td>
</tr>
</tbody>
</table>
Title 8 - HEALTH AND SAFETY  
Chapter 8.12 - SOLID WASTE MANAGEMENT AND DISPOSAL  
Article III. - Fees—Collections—Enforcement

8.12.200 - Fees and billing.
8.12.210 - Delinquent fees; penalty.
8.12.240 - Delinquent fees—Special tax bill issued to person failing to pay bill.
8.12.250 - Collections and foreclosure authorized.

8.12.200 - Fees and billing.

A. The city council shall by ordinance from time to time establish and impose fees for the city's solid waste collection services to reimburse the city for the reasonable costs of service delivery and a schedule of such fees shall be maintained on file by the city clerk. The director of finance may assess fees to reimburse the city for the costs of collection and disposal of prohibited solid waste, nonresidential solid waste, nuisance abatement or other special services.

**University City Refuse Collection Rates Effective September 1, 2009**

<table>
<thead>
<tr>
<th>Type</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Single- or two-family units and buildings with three or more units with curb line pickup, per unit, per 90-gallon cart</td>
<td>$16.03</td>
</tr>
<tr>
<td>Senior rate (available to a residential unit occupied by no more than two persons, one of whom is at least sixty-five (65) years of age), per unit, per 60-gallon cart</td>
<td>13.53</td>
</tr>
<tr>
<td>b. Single- or two-family units with alley line mechanical box pickup, per unit</td>
<td>17.27</td>
</tr>
<tr>
<td>Senior rate</td>
<td>14.90</td>
</tr>
<tr>
<td>c. Three or more units with alley line mechanical box pickup, per unit</td>
<td>11.34</td>
</tr>
<tr>
<td>d. Three or more units with mechanical box pickup and waste reduction, per unit</td>
<td>6.77</td>
</tr>
<tr>
<td>f. Public or private institutions with city service</td>
<td>Rates to be determined based on service needs</td>
</tr>
</tbody>
</table>

B. All such fees shall be assessed against the owner of the property benefiting from the city's solid waste collection services. While the fees may be paid by others residing at the property, the owner of the property shall be ultimately responsible for assessed fees, and the owner shall have no defense under this chapter that some other person is responsible for payment of the fees.

C. The director of finance shall be responsible for billing and collecting said fees and shall bill the same on a semiannual or other basis in such method and manner as the director of finance deems most effective. The bill for a newly constructed residence shall be prorated for the first bill only. The director of finance shall enforce this chapter to the extent provided herein and shall have the authority and responsibility to establish and revise regulations for such purposes.
D. Any owner receiving collection services from the city shall receive a credit against the fees imposed for each full month of unit vacancy, provided that:

1. The owner files an application for credit with the director of finance no later than forty-five (45) days prior to the end of the current billing period;

2. The unit has been registered with the city as a vacant property pursuant to Section 8.28.020 of this code;

3. The unit was vacant during the current billing period, and the vacancy lasted at least three consecutive months, including any vacancy time that carried over from the previous billing period; and

4. No solid waste from the unit was collected by the city during the vacancy. (Ord. 6753 § 1 (Exh. A), 2008; Ord. 6733 §§ 1 (Exh. A (part)), 2 (Exh. B), 2008)

(Ord. No. 6787, § 1, 7-20-2009)

8.12.210 - Delinquent fees; penalty.

If fees remain unpaid thirty (30) days after the beginning of the service period for which the bill is rendered, then such bill shall be delinquent and subject to a penalty of five percent. For each month the bill remains unpaid thereafter, and up to the date of certification of any special tax bill pursuant to Section 8.12.240, an additional penalty of two and one-half percent (2½%) shall be applied to the accumulating balance of the delinquent bill.

(Ord. No. 6823, § 1, 8-9-2010)


A. The director of finance is authorized to establish collection policies for delinquent fees, penalties, and interest, including, but not limited to, payment plans and, if approved by the city council, the waiver of penalties and interest and amnesty programs.

B. Any owner who disputes the validity or amount of the fees or penalties charged under this chapter may request in writing a hearing before the director of finance not later than ten business days following the date of the notice of delinquency provided for in Section 8.12.230, which said notice shall also include notice of the right to a hearing. A hearing request shall assert specific grounds for review, and the director of finance shall hold a hearing within ten business days following the date of the request. The director of finance shall render a decision on the appeal within fifteen (15) business days of the hearing. The director of finance's decision shall be in writing and supported by findings establishing the basis for the decision. Any person aggrieved by the final determination of the director of finance may file a petition for review pursuant to Chapter 536 of the Revised Statutes of Missouri, as amended, in the Circuit Court of the County of St. Louis. Such petition shall be filed within thirty (30) days of the director of finance's final determination.

(Ord. 6733 § 1 (Exh. A (part)), 2008)


A. If a bill becomes delinquent, the director of finance shall provide written notice of not less than thirty (30) days to the owner receiving collection services that all such services shall be halted or otherwise denied if the outstanding charges remain unpaid as of a date certain.

B. If a bill for nonresidential collection remains unpaid as of the noticed date, the city shall halt
collection services.

C. If a bill for residential collection remains unpaid as of the noticed date and the collection service is provided by roll-out plastic cart(s), the city shall halt all collection services as of the date noted and shall confiscate any cart or recycling container serving the delinquent account. The director of finance shall provide written notice to the owner that collection services have been halted, and such notice shall include notice of the self-disposal policy established in subsection E of this section.

D. If a bill for residential collection remains unpaid as of the noticed date and the collection service is provided by a mechanical box-type container, the director of finance shall provide written notice that the owner is no longer authorized to dispose of solid waste in said container and that any such use of the container is unlawful, and such notice shall also include notice of the self-disposal policy established in subsection E of this section. In addition, the city shall halt collection of recyclables and yard waste and shall confiscate any recycling container serving the delinquent account.

E. Any person(s) who resides at the property whose residential service is halted, whether previously served by cart or by mechanical box-type container, shall be required to transport and self-dispose of accumulated solid waste at least once each week as provided herein.

1. The person(s) may purchase not more than four plastic solid waste containers, which shall be leakproof, with snug-fitting lids, and which shall contain the solid waste and accompanying odors. The size and type of such containers shall be determined by the director of public works. Such containers shall be stored as provided in Section 8.12.130(D). The person shall dispose of the solid waste by hauling it to a licensed landfill duly approved by the director of public works. The person may also purchase disposal bags from the city, in which case the person shall deliver the collected solid waste to the city's transfer station during normal business hours.

2. No person(s) whose service has been halted shall contract with a private collector for the disposal of residential solid waste or dispose of such solid waste in any manner other than self-disposal as provided in this section.

3. The person(s) who self-disposes of solid waste shall maintain weekly receipts from either the duly approved landfill or the purchase of disposal bags as evidence of self-disposal compliance, and said receipts shall reflect the disposal of a quantity of residential solid waste commensurate with a household of the size listed in the person's corresponding occupancy permit. Any person(s) who fails to display such receipts on request, and any person displaying receipts reflecting a quantity of solid waste less than that associated with a household of the size listed in the person's occupancy permit, shall be presumed to be in violation of the self-disposal policy and shall be subject to prosecution. Persons whose service has been halted shall be subject to audit by the city to ensure compliance with this section.

4. Any person whose service has been halted shall self-dispose of yard waste and recyclables as provided by the director of public works.

5. Any owner whose service has been halted shall not be entitled to resumption of service until all sums due have been paid. Such person shall also be subject to an administrative fee established by the director of finance to recoup the costs of reinstating the service and redelivering the necessary solid waste container(s), which fee shall be paid in advance of service reinstatement.

(Ord. 6733 § 1 (Exh. A (part)), 2008)

8.12.240 - Delinquent fees—Special tax bill issued to person failing to pay bill.

A. The director of finance may certify a special tax bill against the property served if outstanding fees remain delinquent under Section 8.12.210 for at least ninety (90) days.

B. The director of finance shall prepare and certify the special tax bill against the property. The bill shall identify the city as lien holder, the enabling ordinance, the legal description of the property
assessed, the date of delinquency, and the amount of the assessment, including any accrued penalty and a reasonable administrative charge to be determined by the director of finance to reimburse the city for costs incurred in computing, making, certifying, and administering the bill. The director may record the bill with the St. Louis County Recorder of Deeds, in which case the cost of recording shall also be included in the assessment.

C. The tax bill shall be a first lien on the property from the date of its issuance until paid. It shall be prima facie evidence of the recitals therein contained and to its validity, and no mere clerical error or informality in the same or in the proceedings leading up to the issuance thereof shall be a defense thereto. Each special tax bill shall bear interest at a rate per annum determined by the director of finance, but not to exceed the maximum rate permitted by law.

(Ord. No. 6779, § 1 , 4-6-2009)

Editor's note—Ord. No. 6779, § 1, adopted Apr. 6, 2009, repealed § 8.12.240 in its entirety and enacted new provisions to read as herein set out. Prior to amendment § 8.12.240 pertained to similar subject matter. See Ordinance and Resolution List and Disposition Table for derivation.

8.12.250 - Collections and foreclosure authorized.

If fees remain delinquent sixty (60) days following the certification of a special tax bill, the director of finance shall refer the matter to the city attorney for collection, including, if deemed necessary by the city attorney, the initiation of foreclosure proceedings. The delinquent party shall be liable to the city for all reasonable costs and attorney fees incurred.

(Ord. 6733 § 1 (Exh. A (part)), 2008)
Chapter 2.68 - MISCELLANEOUS ADMINISTRATIVE PROVISIONS

Sections:

2.68.020 - Fees for use of city ambulance service.

2.68.020 - Fees for use of city ambulance service.

Any person using the facilities of the city ambulance shall be charged the amount of six hundred sixty dollars ($660.00) for each such use. In addition to such base fee, there shall be a fee of eight dollars and forty cents ($8.40) per mile for each transport to a hospital. When a city paramedic provides treatment to a person but the city ambulance does not transport the person, the fee shall be one hundred sixteen dollars ($116.00). In the event a city ambulance responds to a mutual aid reciprocal jurisdiction, the city may charge such fees that such jurisdiction charges.

(Ord. 6659 § 1, 2006)
Title 8 - HEALTH AND SAFETY
Chapter 8.24 - NUISANCES
Article I. - General Provisions

Article I. - General Provisions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Filthy ash heaps" means and includes cinders, coal and everything that usually remains after fires that has been mixed with garbage or filth of any kind.

"Garbage" means and includes every accumulation of both animal and vegetable matter, liquid or otherwise, that is received from kitchens, and also all putrid and unsound meat, beef, pork and fish, and decayed or unsound vegetables or fruits.

"Rubbish" means and includes all loose and decayed material and dirt-like substances that attend use or decay, or which accumulate from building, storing or cleaning.

"Tenement house" means and includes every house, building or portion thereof which is rented, leased or hired out to be occupied as the home or residence of more than two families living independent of one another.

(Prior code § 22-1)

8.24.020 - "Nuisance" defined.

Every act or thing done, or made, permitted, allowed or continued on any property, public or private, by any person, his or her agents or servants, to the damage or injury of any of the inhabitants of the city, whether or not particularly specified in this code, shall be deemed a nuisance.

(Prior code § 22-2)


The chief of police, the director of public works, the building commissioner and any officer, agent or employee appointed by any of them, are authorized to enter and inspect all buildings and parts of buildings and other premises, at reasonable hours, for the purpose of examining the sanitary condition
thereof and for the discovery and abatement of nuisances therein. If on such inspection any nuisance or insanitary condition be found, the same shall be forthwith reported to the city manager.

(Prior code § 22-3)

8.24.040 - Authority and duty of chief of police, director of public works and building commissioner generally.

It shall be the duty of the chief of police to serve all notices issued by the city manager, to execute all orders directed to him or her under the provisions of this chapter, and to perform such other duties as may be required for the adequate enforcement of the provisions of this chapter. The director of public works, the building commissioner, the chief of police, and any officer, agent or employee appointed by any of them are authorized to enter, at reasonable hours, and examine all cellars, vaults, outhouses, yards and enclosures in tenements within the city when they have reason to believe that a nuisance exists, or filth is suffered to accumulate, or water is found standing in any cellar or basement under any building, and to direct the owner or occupant of the premises forthwith to remove or abate the same.

(Prior code § 22-4)

8.24.050 - Authority of city manager to destroy decayed or dangerous articles.

Whenever any household goods, bedding, clothing, putrid or unsound meat, fish, vegetables, fruit, hides or skins of any kind, or any other article, are found within the city, which in the opinion of the city manager is dangerous to the health of the inhabitants thereof, the city manager shall have the power and authority to cause the same to be destroyed in such manner as he or she may direct, and he or she may employ such persons as he or she sees fit for that purpose.

(Prior code § 22-5)

8.24.060 - Abatement without notice—Special tax bill.

Whenever it becomes necessary to immediately abate a nuisance, as defined by Section 8.24.020, by common law or by the statutes of the state, in order to secure the general health of the city, or any of its inhabitants, the city manager is authorized to abate such nuisance without notice; and the city manager may use any suitable means or assistance for that purpose, whether employees of the city or day laborers especially employed for that purpose or any other helper or assistance necessary therefor. The city manager shall certify the cost of abating such nuisance to the director of finance, who shall prepare a special tax bill against the property on which such nuisance was located, which tax shall be collected like other taxes and shall be a first lien on the property until paid.

(Prior code § 22-6)

8.24.070 - Procedure for delay in abatement of nuisance or compliance with closure order.

In case the abatement of any nuisance described in Section 8.24.060 is not immediately necessary for the protection of the health of the inhabitants of the city, or in case of the existence of any alleged nuisance not defined therein, the city manager shall hold a public hearing before declaring the same to be a nuisance and ordering its abatement. Five days’ notice of such hearing shall be given to the owner or occupant of the premises upon which such alleged nuisance exists, or to his or her agent, or to the person causing or maintaining such alleged nuisance, which notice shall state the time and place of such hearing. In the event the whereabouts of the owner or occupant of the premises where such alleged nuisance exists, or of his or her agent, or of the person causing or maintaining such alleged nuisance, are unknown and notice cannot be served upon them, such notice shall be posted on the premises where such alleged nuisance exists, at least five days before such hearing. All interested parties may appear at such hearing either in person or by attorney and present evidence concerning the matters at issue. If upon such hearing the city manager finds that a nuisance exists, the city manager shall order the owner, occupant or agent of such property, or the person causing or maintaining such nuisance, to abate the same; and if the same be not abated within the time prescribed by the city manager in such order, the city
manager shall abate the same, and the costs thereof may be levied as a special tax in the manner prescribed in Section 8.24.060. If the city manager finds that the premises are in violation of Section 8.24.260 or 8.24.270, the city manager may order the immediate closure of the premises in accordance with said sections.

(Ord. 6466 § 1 (part), 2003)

8.24.080 - Duty of owner or occupant to abate upon order of the city manager or to comply with closure order of the city manager.

It shall be the duty of the owner or occupant of the premises, or his or her agent, or the person causing or maintaining any nuisance, to abate the same after an order by the city manager in accordance with the terms prescribed in such order; and any failure to do so shall constitute a violation of this chapter and shall subject such person to the penalties prescribed for such violation in Section 8.24.060. In addition, any failure to comply with any order by the city manager in reference to either abatement of the nuisance or closure of the premises shall subject such person to the general penalty prescribed in Section 1.12.010.

(Ord. 6466 § 1 (part), 2003)

8.24.090 - Right of city to recover costs of abatement by civil action.

Nothing in Sections 8.24.060 to 8.24.080 shall be construed as abandoning or limiting the city's right by civil action in the city court to recover the expense incurred in abating any nuisance.

(Prior code § 22-9)

8.24.095 - Cost of nuisance abatement—Added to real estate bill.

In addition to any other remedy provided by law, if the owner of property has failed to begin or pursue without unnecessary delay the removal of a nuisance and the city manager has removed or abated a public nuisance which had been declared to exist on any lot or land due to the presence of debris of any kind including, but not limited to, weed cuttings, cut and fallen trees and shrubs, overgrown vegetation and noxious weeds which are seven inches or more in height, rubbish and trash, lumber not piled or stacked twelve (12) inches off the ground, rocks or bricks, tin, steel, parts of derelict cars or trucks, broken furniture, any flammable material which is unhealthy or unsafe and declared to be a public nuisance, the cost of such removal or abatement may be added to the annual real estate bill for the property and collected in the same manner and procedure for collecting real estates taxes.

(Ord. 6287 § 1 , 2001)

8.24.100 - Appearance at hearings before city manager.

At hearings before the city manager relating to the abatement of nuisances as provided by this chapter, the interested persons may appear in person or by attorney, or may file affidavits.

(Amended during 1998 codification: prior code § 22-10)

8.24.110 - Pro rata distribution of costs of abating nuisance located on property of more than one owner.

If any nuisance abated by the city manager as provided by this chapter extended, before the abatement, over the property of more than one owner, the cost of abating the same shall be assessed in proportion to the amount of work and expense for each proportionate part of the entire work and the area, and the special tax bills provided for by this chapter shall be levied and collected accordingly, but, in determining who is the owner of any particular lot, plot or parcel of land for the pro rata distribution of the assessment of such cost, each group of owners, as for instance in joint tenancy or in common, shall be deemed a single owner in order to preserve to the city its lien against the particular lot, plot or parcel of land under the special tax bill levied against the same as aforesaid.
8.24.120 - Right of entry by persons employed or contracted to abate nuisance—Interference prohibited.

Any person or contractor employed or contracted with for the abatement of a nuisance and any agent or employee of such contractor shall have the right of entry for that purpose into and upon any premises, at reasonable hours, and it is unlawful to interfere with any police officer or any officer, agent or employee of the city, or with any representative of the city manager, for the purpose of sanitary inspection or the discovery or abatement of any nuisance.

8.24.130 - Liability for nuisances.

The owner of any premises, or his or her agent in charge thereof, as well as the tenant or occupant of such premises, is charged with the duty of observing all of the requirements and provisions of this code with reference to nuisances, and any or all of such persons, together with the person causing or contributing to cause or bring about any nuisance, may be charged with such offense and shall be equally liable.