

ORDINANCE O-17-07

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE,
COUNTY OF COCHISE, STATE OF ARIZONA, AMENDING CHAPTER 9 – HEALTH
AND SANITATION; AND CEMETARY – OF THE BISBEE CITY CODE**

WHEREAS, the City provides sanitation services to its citizens as a public service;

WHEREAS, the City is currently owed \$439,855.43 in delinquent sanitation fees, not including penalties and interest; and

WHEREAS, this Ordinance is aimed at recouping what is owed to the City and providing an opportunity for citizens to bring their accounts current.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:**

Section 1. Chapter 9 HEALTH AND SANITATION; AND CEMETERY, is amended pursuant to Exhibit A, attached, as follows:

[] = Deleted Language
__ = New Language

Section 2. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

Section 3. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of any court or competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee, Arizona this 1st day of August, 2017.

APPROVED:



Dave Smith, Mayor

ATTEST:



Ashlee Coronado, City Clerk

APPROVED AS TO FORM:



Elda Orduño, City Attorney

EXHIBIT A

CHAPTER 9 HEALTH AND SANITATION; AND CEMETERY ARTICLE 9.1 GENERAL PROVISIONS

9.1.1 Definitions

In this chapter unless the context otherwise requires:

- A. "Account holder" means a property owner, a property owner's duly authorized agent, a tenant leasing property from an owner, or any other person or entity who has entered into a written service agreement with the City for sanitary sewer service.
- AB. "Construction and demolition waste" means all waste materials resulting from the repair, excavation, remodeling, demolition or construction of all buildings and structures.
- BC. "Container" means any approved receptacle used for the holding or storage of garbage.
- CD. "Garbage" means all putrescible wastes, except sewage and body wastes, including all organic wastes that have been prepared for, or intended to be used as, food or have resulted from the preparation of food, including all such substances from all public and private establishments and residences.
- DE. "Metal wastes" means vehicular bodies or any component thereof or any other metal waste not a normal item of household waste.
- EF. "Refuse" means non-putrescible solid wastes including ashes, combustible and noncombustible waste, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery and similar materials.
- FG. "Rubbish" means street or walkway cleanings, animal excreta, fencing material, large wooden boxes and crates, appliances, tree limbs or trunks over six feet in length, items of household furniture and other items of such size and shape as to not be readily containable.
- GH. "Special wastes" means any dangerous materials or substances, including but not limited to, poisons, acids, caustics, infected materials, radioactive materials, explosives and any empty or used container for such substances.

9.1.2 Collection Agency

The City, or other collectors authorized by the City, shall collect all garbage within the City. No person, except as provided in this chapter, shall collect or gather garbage within the City.

9.1.3 Sanitation Director

The Public Works Director shall be the Sanitation Director. The Sanitation Director, or his authorized representative, in order to protect the health and safety of the people of the City, is authorized and directed to implement and enforce the provisions of this article and Article 9.2 to control the storage, collection and disposal of refuse within the City as well as all other forms of waste as defined in Section 9.1.1.

9.1.4 Rates

(O-90-18; O-91-32; O-94-03; O-94-12; O-99-07; O-06-14; O-07-08; O-08-15; O-10-10, O-11-10; O-17-04)

It shall be the responsibility of the City Council to review all rates as referred to in this Section on an annual basis. The review shall commence not later than April 1 of each year and be completed by May 31 of the same year. Any change in rates will be subsequently reflected in the following

year's annual budget beginning on July 1. The following service fees shall be assessed for garbage collections:

- A. Residential Class, single family residence only, within the corporate limits of the City of Bisbee - \$20.40 per month. A service fee shall apply to all inhabitable single family residential dwellings based upon the costs of making adequate services available to the dwelling, regardless of whether such service is used in any particular month. The frequency of garbage collections shall be determined by the City Manager, or designee.
- B. Commercial class, including multi-family and industrial collection, within the corporate limits of the City of Bisbee. The service fee shall apply to all businesses based upon the costs of making adequate services available to the business regardless of whether such service is used in any particular month.
1. Where individual container(s) cannot be assigned to an individual commercial account, the per month service fee shall be:
 - a. Small Business. Examples include, but not limited to; small offices, home business.
per month = \$ 33.64
 - b. Small Intermediate businesses. Examples include, but are not limited to small cafes, duplex, triplex and four-plex housings, bed and breakfasts, hotels, motels with ten (10) or less units.
per month = \$ 57.20
 - c. Intermediate business. Examples include, but are not limited to restaurants, bars and apartment houses, bed and breakfasts, hotels and motels with more than ten, but less than twenty-six (26) units.
per month = \$ 163.20
 - d. Large business. Examples include, but are not limited to apartment complexes, bed and breakfasts, hotels and motels with more than twenty-five (25) units.
per month = \$ 323.67
 - e. Minimum Commercial. Examples include, but are not limited to parttime business located in commercial buildings not occupied more than thirty (30) hours per week, maximum of one (1) employee.
per month = \$ 22.43
 2. Where individual container(s) can be assigned to an individual commercial account, the per month service fee shall be calculated by summing the following components:
 - a. Disposal factor = \$3.18 per cubic yard (Disposal factor) x (number of containers) x (size of containers in cubic yards) x (number of pickups per week x 52/12).
(Containers: medium = 1.5 cy, large = 3.0 cy)
 - b. Collection factor = \$1.18 per pickup (collection factor) x (number of containers) x (number of pickups per week x 52/12).
 - c. Administration factor = \$ 4.01 per month.
 - d. Example - Two (2) large containers picked-up four (4) times per week:
Disposal = (\$3.18) x (2) x (3.0 cy) x (4x52/12) = \$ 284.94
+ Collection = (\$1.18) x (2) x (4x52/12) = \$ 41.06
+ Administration = \$ 4.01
= \$ 330.01
 3. Commercial pickup per week shall be a minimum of two (2).

4. The maximum weight of refuse allowed per container per pickup shall be 300 pounds for a large container and 150 pounds for a medium container. If more than one container is assigned to an account, the maximum weight allowed shall be the sum of the maximum weights.

5. In the event that an individual account's container(s) may contain more than the maximum weight allowed, the Public Works Director may initiate random weight check of the refuse.

a. The weight check shall consist of a minimum of two (2) weight checks within a thirty (30) calendar day period. If the weight check shows a violation of the maximum weights allowed, the Public Works Director shall cause an adjustment of the fee charged to the account.

b. The fee shall be adjusted by determining the minimum number of containers and/or pickups per week required to adjust the account to eighty percent (80%) of the maximum weight allowed based upon the actual average weight check per container.

c. The adjusted fee shall begin and be charged to the account beginning the first full month after the determination of violation of maximum weight allowed. Notice of change shall be sent to the account by regular and certified mail. The adjusted fee shall remain in effect for a minimum of three (3) months.

d. The account may request, in writing, to the Public Works Director for a review of the basis for adjusted fee within thirty (30) calendar days after the date notifications are mailed to the account. If such a review is requested, the average actual weight check per container must be less than eighty percent (80%) of the maximum weights allowed to cause a readjustment of the fees.

e. Example: The account has three (3) large containers picked up three (3) times per week. A weight check is made with an average weight of 1,200 pounds per pickup or 400 pounds per containers.

Adjustment: $400 \text{ lbs.} \times 3 \text{ containers} \times 3 \text{ pu/wk} = 3,600 \text{ lbs.}$

$3,600 \text{ lbs.} / (300 \text{ lbs.} \times 80\%) = 15 \text{ pu/wk}$

$15 \text{ pu/wk} / 3 \text{ containers} = 5 \text{ pu/wk}$

The adjustment would be based on the same number of containers with pickups per week increased from three (3) to five (5).

- C. Areas and Days of Yard Debris and Special Pickup Collection - The City has been divided into two (2) yard debris collection areas. Each collection area will be serviced every other Wednesday. During this day, City employees will collect, at no extra cost to the public, yard debris such as tree limbs, branches, dead plants, and leaves. The branches and limbs must be cut into 3 foot or smaller lengths and tied into bundles not to exceed thirty-five pounds. The total amount of yard debris allowed per pickup is 2 cubic yards. All requests for yard debris pickup must be made to the Public Works Department by 5:00 pm on the Monday preceding the scheduled Wednesday pickup. Materials for pickup shall not be set out prior to the Saturday before the scheduled pickup.

The City will also provide special pickups for items other than yard debris such as refrigerators, washers and dryers, water heaters, furniture, and homeowner generated construction materials (from residential non-professional remodeling. A fee of Sixty-Five Dollars (\$65.00) plus the per item fee for any special waste that will be charged by the Cochise County Transfer Station, will be required for such special pickups. A maximum of two cubic yards or 750 pounds will be picked up for the initial fee of thirty dollars.

A Service fee, if in excess of the initial two yards or 750 pounds, shall be calculated by summing labor, equipment and disposal cost needed to do the collection.:

Large dump truck (greater than 5 cy)	= \$ 25.00/hour
Small dump truck	= \$ 15.00/hour
Pickup truck	= \$ 10.00/hour
Loader	= \$ 35.00/hour
Labor (per person)	= \$ 15.00/hour
Disposal =	= Fee posted fee at Transfer Station

The increment of time shall be by the quarter hour.

Requests for special pickup must be made to the Public Works Department by 5:00 pm, the Monday preceding the scheduled Wednesday pickup, and must be paid in full in advance. Materials shall not be set out prior to the Saturday before the scheduled pickup.

9.1.5 Responsible Party, Exemptions, and Reductions
(O-91-32; O-94-03; O-94-12; O-99-07; O-06-14; O-07-08; O-08-15; O-11-10)

- A. Responsible Party – Real property owners, as recorded in the official Cochise County records shall be legally responsible for the payment of service fees imposed under Section 9.1.4 of this Code unless the property receiving services is a residential property of four or fewer units. A.R.S. § 9-500.35 (2015). ~~For a residential property of four or fewer units, the City may not require payment of garbage collection service rates and charges by anyone other than the person who has contracted with the City to provide the service, who physically resides or resided at the property and who receives or received the service. The property owner, an immediate family member of the person who does not reside at the property or any other entity, at their sole discretion, may establish service in their name with the City and shall be responsible for payment pursuant to A.R.S. § 9-500.35 notwithstanding any private lease or rental agreements that may create any third party obligations for payment. It shall be the responsibility of the property owner to notify the City Treasurer, in writing, within 30 days of the sale, transfer or purchase of any property subject to these fees and to provide information necessary to change the City's records, including the name and address of new owner and property identification number. Both the prior owner and any new owner shall be jointly and severably liable for the payment of any accruing fees until the City is provided with information regarding any change of ownership.~~
- B. Exemption for Unoccupied Property - Residential or commercial properties which are unoccupied or vacant for a period of time exceeding one month shall be charged a fee of Fourteen Dollars and Seven Cents(\$14.07) for each month of vacancy following compliance with the provisions of this section. The reduced fee shall not be available retroactively. In order to be eligible for this reduced fee, the property owner must file an affidavit, on a form supplied by the City, stating under oath that the property has been unoccupied or vacant for a period of time exceeding one month. The affidavit shall also set forth the property owner's acknowledgment that payment of the reduced fee in any month shall be deemed to be a continuing representation that the property remains vacant or unoccupied. The form supplied by the City shall contain a statement warning the property owner that submission of a false affidavit or acknowledgement shall be considered a Class 6 felony pursuant to A.R.S. § 39-161. The property owner may be periodically required to reconfirm eligibility for the reduced fee. In the event the property owner submits any false affidavit or payment, the property shall be charged

the entire fee otherwise required by Section 9.1.4 for the entire period during which reduced fees were paid, retroactive to the month following the filing of the initial affidavit.

- C. ~~Reduction for Low Income Customers~~Account Holders- A policy providing for discounts for low-income households, ~~residing in an owner-occupied residential property~~, is hereby established.
1. ~~Property owners~~Account Holders shall pay a discounted garbage collection rate of \$ 6.11 per month, upon application, provided income for the household is at or below fifty percent (50%) of the federal poverty guideline for a two-person household and the ~~householder~~ Account Holder provides proof of income.
 2. ~~Property owners~~Account Holders shall pay a discounted garbage collection rate of \$12.25 per month, upon application, provided income for the household is no more than one hundred percent (100%) of the federal poverty guideline for a two-person household and the householder provides proof of income.
 3. Proof of income shall consist of the householder's last federal income tax return or such other proof as may be satisfactory to the City. Proof of income shall be presented yearly.
 4. Notwithstanding the provisions of Sections C (1) and (2) above, the City Manager, Finance Director, and Public Works Director are hereby jointly authorized to waive or reduce garbage collection rates for any designated, low-income ~~resident household~~ Account Holder for any period of time up to six months where exigent circumstances would cause higher rates to cause an undue hardship to the household. "Exigent circumstances" shall mean any one time or temporary emergency event or circumstance that severely limits or prevents the payment of existing garbage collection rates. Adequate proof or documentation shall be presented in support of a request made under this section.
 5. A low income ~~property owner~~ Account Holder shall not be eligible for more than one discounted garbage collection rate, which shall be applicable to only one owner-occupied residential property.
- D. The City Manager, Public Works Director, and Finance Director will jointly consider and determine, at their discretion, whether exceptional circumstances, including but not limited to those circumstances described in Section C above, require complete waiver or a reduction in service fees for a reasonable amount of time. They may also consider a change in an Account Holder's bill, including a complete waiver of the balance owed, if reasonable grounds exist. An Account Holder may request such consideration and determination by filling out an Application provided by the City. Adequate proof or documentation shall be presented in support of a request made under this section if requested by the City. A decision shall be made within 30 business days from the date the Account Holder submits an Application to the City, unless the City is waiting for proof or documentation to be supplied by the Account Holder. Should an Account Holder fail to provide requested documentation or proof within 10 business days of the City's request, the Application may be denied. A decision shall be made concerning an Application no later than 60 days from the date the Application is submitted to the City. Any decision made pursuant to this section shall be final and non-appealable.

**9.1.6 Penalty for Nonpayment of Fees
(O-87-201; O-89-18; O-91-04; O-97-24, O-98-20, O-11-10)**

- A. Fees shall be paid on a monthly basis. All fees shall be due and payable as of the date of billing. A service charge shall be added to all accounts for which full payment (including prior penalties) is not received on or before the 25th day of the month. The service charge shall be

Three Dollars (\$3.00) for each month in which full payment is not received by the 25th day of the month. Interest at the rate of ten percent per annum, or at such other rate as may be prescribed by A.R.S. § 44-1201, shall be charged on a monthly basis on all delinquent amounts. The City may elect to refer an Account Holder to the Arizona debt setoff program pursuant to state law, in which case the Account Holder's state income tax refund or property tax credit or rental credit may be used to offset the debt owed to the City by the Account Holder. The City may also elect to refer the Account Holder to a debt collection agency.

~~B. All late charges and interest shall be waived on any sewer or garbage account for which the property owner entered into an agreement, on or before November 15, 1997, for full payment of all fees then owing; provided that the property owner maintains current payment of all said accounts and completely fulfills the terms of their agreement. In the event that property owner fails to pay current fees or if the terms of their agreement are not fulfilled, then all late charges and interest shall be reinstated in full (See 13.2.2, Section H).~~

ARTICLE 9.2 COLLECTION REGULATIONS

9.2.1 Preparation of Solid Waste (0-93-02)

All solid waste shall be prepared for collection or disposed of as follows:

- A. In the areas of the City where mechanical pickup is used, the customer shall use the refuse containers provided by the City. To better serve the public and eliminate health hazards, the City has the right to place refuse containers where it deems necessary including, but not limited to, City right-of-way and/or on private property when authorization has been given.
- B. In Tintown and Upper Bisbee, the customer shall furnish refuse containers for the accumulation, storage and collection of all solid waste. Such refuse containers shall be tightly covered and be of rust-resistant metal or plastic and shall have handles on the outside. The minimum capacity of each refuse container shall be six gallons and the maximum capacity of each refuse container shall not exceed thirty pounds in weight. Such refuse containers shall be kept in good repair and in a sanitary condition. Refuse containers not maintained by the owner in a satisfactory condition will not be emptied by city sanitation personnel

9.2.2 Lids and Covers

The lids or covers of all private containers shall at all times be kept secure so that flies and other insects may not have access to the contents and shall be removed only while the containers and receptacles are being filled, emptied or cleaned.

9.2.3 Use of Refuse Containers (O-94-12; O-94-06; O-94-03; O-93-02; O-91-22)

- A. It is unlawful for any person(s) to deposit, or cause to be deposited, solid waste in any refuse container that he does not own or for which City authorization to dispose has not been given.
- B. It is unlawful for any person(s) to rummage into, ransack, plunder, search through and/or take items from, alter, paint, vandalize, move and/or remove from an assigned location any refuse container that he does not own or for which City authorization has not been given.
- C. It shall be unlawful for any person(s) to dump or otherwise dispose of solid waste which results from residential, commercial, and/or industrial uses outside the City limits in any refuse container within the City limits or on any City-owned facility, way or place.
- D. Any violation of this section shall be considered a civil offense, punishable by a violation of this section shall result in a civil penalty ~~fine~~ of not less than Two Hundred Fifty Dollars (\$250.00) per

~~violation. and/or up to one (1) month in jail.~~ The enforcement of this section shall comply with Article 5.4 of the City Code.

9.2.4 Construction and Demolition Waste, Rubbish and Special Wastes

- A. Debris resulting from the construction, reconstruction, demolition or repair of premises shall not be placed with other garbage for collection but shall be disposed of directly by the contractor or by the person owning, occupying or leasing the premises wherein such debris is accumulated. All such wastes shall be removed promptly and shall not be stored in any location where it may be blown or otherwise dispersed beyond the construction site.
- B. Rubbish shall be disposed of directly by the person owning, occupying or leasing the premises wherein such debris is accumulated. All such wastes shall be removed promptly and shall not be stored in any right-of-way or other location where it may be blown or otherwise dispersed.
- C. Special wastes shall be stored, transported and disposed of at an approved toxic waste landfill.

ARTICLE 9.3 ADDITIONAL REGULATIONS

9.3.1 Vehicles and Receptacles to be Spill Proof

It is unlawful for any person to haul or cause to be hauled on or along any public street in the City any garbage, unless such garbage is contained in strong, watertight vehicles or vehicles with watertight receptacles, constructed to prevent any such garbage from falling, leaking or spilling and any odor from escaping.

9.3.2 Spilled Refuse

Any person hauling any refuse along the streets of the City shall immediately replace in the conveyance used for such hauling any refuse which may fall upon any street.

9.3.3 Dumping Refuse

It is unlawful for any person to place or cause to be placed any refuse upon any public or private property within the City, except as specifically permitted in this chapter.

**ARTICLE 9.4 REMOVAL OF LITTER
(O-06-20)**

9.4.1 Definition

- A. "Litter" and "junk" means any rubbish, trash, weeds, filth or debris which constitute a hazard to public health and safety and shall include all putrescible and non-putrescible solid wastes including garbage, trash, ashes, street cleanings, dead animals and solid market and industrial waste; batteries; any deposit, accumulation, pile or heap of brush, grass, debris, or weeds other than compost piles; cans, cloth, paper, wood, rubbish or other unsightly or unsanitary matter of any kind whatsoever; and any growth of weeds, brush, grass or other vegetable growth to a height of over six inches, (or over twelve inches during the growing season), other than in maintained gardens or landscaping or in native desert conditions.
- B. "Private premises" means any dwelling, house, building or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps or vestibules belonging or appurtenant to such dwelling, house, building or other structures.
- C. "Public place" means any and all streets, sidewalks, boulevards, alleys or other public ways, and any and all public parks, squares, spaces, grounds and buildings.

D. "Dilapidated building" means any building or structure that has any or all of the conditions or defects described in paragraphs 4 through 18 of Section 302- "Dangerous Building" of the Uniform Code for the Abatement of Dangerous Buildings, 1997 edition, as previously adopted by the City of Bisbee.

9.4.2. Littering and Maintaining Junk

No person shall throw or deposit litter or junk on any public place or private premises owned by another person within the City, except that the owner or person in control of private premises may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any public place. No person shall maintain litter or junk on any public or private property except as authorized in connection with the operation of a lawful junkyard, waste transfer station, recycling operation, or similar licensed business or except as expressly allowed under the City of Bisbee Zoning Regulations and provided that all such materials are maintained in a manner that does not constitute a hazard to public health and safety.

9.4.3. Owner to Maintain Premises

The owner and the person in control of any private premises shall at all times maintain the premises free of litter and junk, except as expressly allowed herein. The owner or manager of the property shall remove any dilapidated buildings or structures from any private property.

**9.4.4. Violation and Penalty
(O-01-06; O-06-20)**

- A. Prior to any enforcement action under this Article, written notice of any violation shall be provided to the owner, the owner's authorized agent or the owner's statutory agent and to the occupant or lessee by the Code Enforcement Officer. The notice shall be served either by personal service or by certified mail. If notice is served by certified mail, the notice shall be mailed to the last known address of the owner, the owner's authorized agent or the owner's statutory agent and to the address to which the tax bill for the property was last mailed. The notice shall be given not less than thirty (30) days before the day set for compliance and shall include the legal description of the property and the estimated cost of such removal to the city or town if the owner, occupant or lessee does not comply. The owner shall be given not less than thirty (30) days to comply. The city or town may record the notice in the County Recorder's Office in the county in which the property is located. If the notice is recorded and compliance with the notice is subsequently satisfied, the city or town shall record a release of the notice.
- B. The recipient of any such notice shall have the right to appeal the notice of violation to the Board of Adjustment of the City of Bisbee within fifteen (15) days of the date of receipt of the notice. A notice of appeal shall be delivered to the Code Enforcement Office in writing. The Board of Adjustment, at a duly noticed hearing on any such appeal, shall have the authority to affirm, reverse or modify any issue that is brought to it for review. If the recipient of any such notice does not file a timely notice of appeal, the notice of violation shall constitute a final administrative determination of all issues included within the notice of violation.
- C. Any person who fails to remove any litter, a junk or dilapidated building as required in any final notice of violation is guilty of a violation of this Article. Any such violation may be prosecuted as a civil violation under the City Code and any responsible party shall be subject to a civil penalty of five hundred dollars (\$500.00). In addition to any fine or penalty that may be imposed, the responsible party may be subject to an injunction or an abatement order and shall also be liable for all costs which may be assessed pursuant to the Article for removing, abating or enjoining any such violation. D. If a person fails to remove any litter, junk or dilapidated buildings, after notice as required above, and fails to abate the condition that constitutes a hazard to public

health and safety, as required in any final notice of violation, the City, its officers, agents or contractors, may remove, abate, or cause their removal without further notice.

- E. If the City performs any such action to abate or cause the removal of litter, junk or dilapidated buildings, the City may assess the subject property for the actual costs of the removal or abatement, including the actual costs of any additional inspection and other incidental connected costs, including all legal costs. Prior to assessing any such costs against the subject property, the City shall provide the owner and any other party with an interest in the property with a written notice of the proposed amount of the assessment. This notice shall also include notice of the right to appeal this determination. The owner or other interested party shall have the right to appeal the amount of the assessment to the Board of Adjustment within fifteen (15) days of the date of the notice. On appeal, the Board of Adjustment may affirm or modify the amount of the proposed assessment. If the notice of assessment is not appealed within the time period allowed it shall constitute a final administrative determination of the amount of the assessment.
- F. The City may record the final assessment in the Cochise County Recorder's Office, including the date and amount of the assessment, the legal description of the property and the name of the City. Any assessment recorded after July 15, 1996, is prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes. A sale of the property to satisfy an assessment obtained under the provisions of this section shall be made upon judgment of foreclosure and order of sale. The City shall have the right to bring an action to enforce the assessment in the Superior Court of Cochise County at any time after the recording of the assessment, but failure to enforce the assessment by such action shall not affect its validity. The recorded assessment shall be prima facie evidence of the truth of all matters recited in the assessment and of the regularity of all proceedings prior to the recording of the assessment.
- G. Assessments that are imposed under subsection F of this section run against the property until paid and are due and payable in equal annual installments as follows:
 - 1. Assessments of less than five hundred dollars shall be paid within one year after the assessment is recorded.
 - 2. Assessments of five hundred dollars or more but less than one thousand dollars shall be paid within two years after the assessment is recorded.
 - 3. Assessments of one thousand dollars or more but less than five thousand dollars shall be paid within three years after the assessment is recorded.
 - 4. Assessments of five thousand dollars or more but less than ten thousand dollars shall be paid within six years after the assessment is recorded.
 - 5. Assessments of ten thousand dollars or more shall be paid within ten years after the assessment is recorded.
- H. An assessment that is past due accrues interest at the rate of ten percent, or such other rate as may be prescribed by A.R.S. § 44-1201.

A prior assessment for the purposes provided in this section shall not be a bar to a subsequent assessment or assessments for these purposes, and any number of assessments on the same lot or tract of land may be enforced in the same action.

**ARTICLE 9.5 ONE TIME DELINQUENT ACCOUNTS FORGIVENESS OPTION;
COLLECTION ON DELINQUENT ACCOUNTS**

For a limited period of time and for one time only, the City will forgive all penalties and interest, and 50% of the remaining delinquent amount owed on garbage and sewer accounts upon the Account Holder's written agreement to pay the remaining balance due, as calculated by the City, within a six month period. To take advantage of this option, the Account Holder must enter into an agreement with the City by no later than the effective date of this Article. The Account Holder shall agree to enter into an agreement with the City in which the monthly payments for the remaining balance due are paid via direct debit from a bank account. Should the bank account contain insufficient funds when the City attempts to process a payment, the City will charge the account holder a \$15.00 non-sufficient funds fee.

During the six month period in which the Account Holder is making payments, the City will waive the monthly penalty and interest accrual. Upon timely and full payment of the remaining balance due, any liens on the Account Holder's property shall be released by the City. The City will also remove the Account Holder from the Arizona debt setoff program upon timely and full payment of the remaining balance due. Should the Account Holder fail to pay the remaining balance due within the six month period, all penalties and interest shall be reinstated in full and a lien will be placed on the property for the full amount owed, if applicable. Likewise, the Account Holder may be referred to the Arizona debt setoff program and to a collection agency, at the City's option. For each property in which an Account Holder takes advantage of this option, as described above, the City shall install a sewer shut-off valve at the serviced property if one does not already exist.

An Account Holder that elects to take advantage of this forgiveness option, may elect to immediately pay off the balance owed, as calculated by the City, via money order or cashier's check, and bypass the six-month repayment plan described above.

[REVISION TO CHANGE TIME FRAME TO ENROLL IN FOREGIVENESS OPTION FROM ONE DAY - AUGUST 31, 2017, TO FIVE DAYS - AUGUST 31, 2017 THROUGH SEPTEMBER 7, 2017.]

ARTICLE 9.5 **ONE TIME DELINQUENT ACCOUNTS FORGIVENESS OPTION;**
COLLECTION ON DELINQUENT ACCOUNTS

For a limited period of time and for one time only, the City will forgive all penalties and interest, and 50% of the remaining delinquent amount owed on garbage and sewer accounts upon the Account Holder's written agreement to pay the remaining balance due, as calculated by the City, within a six month period. To take advantage of this option, the Account Holder must enter into an agreement with the City between the following dates: August 31, 2017 through September 7, 2017. This will be the only opportunity to enter into an agreement with the City to take advantage of the forgiveness option. The Account Holder shall agree to enter into an agreement with the City in which the monthly payments for the remaining balance due are paid via direct debit from a bank account. Should the bank account contain insufficient funds when the City attempts to process a payment, the City will charge the account holder a \$15.00 non-sufficient funds fee.