

465 1<sup>st</sup> Avenue P.O. Box 970 Holbrook, AZ 86025

> OUR MISSION City of Holbrook Government exists to provide ethical and responsible local government.

> > AGENDA Regular City Council Meeting May 28, 2025, 6:00 p.m.

- 1. CALL TO ORDER:
- 2. ROLL CALL:
- 3. PLEDGE OF ALLEGIANCE/INVOCATION:
- CONSENT AGENDA: May 14, 2025, Regular Meeting Minutes May 14, 2025, Work Session Minutes

Tab 1

- 5. CALL TO THE PUBLIC FOR NON-AGENDA ITEMS: \*Three-minute time limit per individual.
- 6. CALL TO THE PUBLIC FOR AGENDA ITEMS: \*Five-minute time limit per individual
- PRESENTATION: City of Holbrook Library – Emily Whitehorn
- 8. OLD BUSINESS (DISCUSSION AND POSSIBLE ACTION):
  - a. Ordinance 25-04 2<sup>nd</sup> reading: An Ordinance of the Council of the City of Holbrook, Arizona, Amending the Code of Holbrook, Arizona, Chapter 3 Public Health and Safety, Article 3-5 – Animals and Article 3-6 – Dogs: Declaring the "City of Holbrook City Code amendments to Chapter 3-5 – Animal Control and Chapter 3-6 – Dogs, Date 2025" A Public Record; Adopting the "City of Holbrook City Code Amendments to Chapter 3-5 Animal Control and Chapter 3-6 Dogs; Date 2025" by Reference; Providing for Severability; Providing for Penalties; and Establishing an Effective Date – Assistant City Manager Sullivan
  - b. Ordinance 25-05 2<sup>nd</sup> reading: An Ordinance of the City of Holbrook, Arizona, authorizing the lease of certain municipal real property to Jay Foster, and authorizing the Mayor, the City Manager, the City Clerk, and the City Attorney to execute said lease agreement and take all actions necessary to complete the transaction Assistant City Manager Randy Sullivan
- 9. NEW BUSINESS (DISCUSSION AND POSSIBLE ACTION):
  - a. Notice of Intent Proposed New or Increased Rates, Fees, and Charges Assistant City Manager Sullivan
  - b. Resolution 25-05 Authorizing the City to enter an Agreement with Northland Pioneer College, The Northeast Arizona Training Center, and other Cities,

Tab 4

Tab 2

Tab 3

Towns, and Tribes regarding the Northeastern Arizona Law Enforcement Training Academy (NALETA)- Assistant City Manager Sullivan

- 10. SUMMARY OF CURRENT EVENTS: Mayor: **Council Members:** City Manager:
- 11. \*\*SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA:
- 12. EXECUTIVE SESSION:
  - a. The Mayor and City Council may convene into executive session pursuant to A.R.S. 38-431.03(A)(3) and (4) with City legal counsel for discussion, consultation, and/or instruction on Anil Patel litigation.
  - b. The Mayor and City Council may convene into executive session pursuant to A.R.S. 38-431.03(A)(7) with designated representatives of the City to consider its position and instruct its representatives regarding negotiations for the purchase of real property.
- 13. POST EXECUTIVE SESSION:
  - a. The Mayor and City Council may discuss and possibly take action to approve a settlement agreement in the Anil Patel litigation.
  - b. The Mayor and City Council may discuss and possibly take action to approve purchase of real property.

NOTE: The Council may go into Executive Session for the purpose of obtaining legal advice from the City's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-461.03(A)(3).

14. ADJOURNMENT:

Posted the 22<sup>nd</sup> day of May 2025

Approved by: <u><u>KS</u></u>

tunt. CMC, City Clerk

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\*Individuals must submit a "Request to Address City Council" form to the City Clerk prior to the start of the meeting.

Anyone may address the City Council on any issue within the jurisdiction of the Council. City Council may generally not discuss items that are not specifically identified on the agenda, except in certain circumstances. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids may not be presented during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

\*\*Any citizen of the City may appear before the Council at any regular meeting and present a written petition. Such petitions shall be considered, and response given within 31 days in conformity with the requirements of the Charter, the Open Meeting Law, and other statutory and constitutional provisions per Holbrook City Charter Article II, Section 2.18.

Unauthorized remarks from the audience, clapping, stomping of feet, yelling or any similar demonstrations are also prohibited. Violations of these rules may result in removal from the meeting. Individual members of the public body may respond to comments made by others who have addressed the public body.

The Holbrook City Council may discuss or take legal action on any item listed on the Agenda.

Pursuant to ARS 38-431.02, notice is hereby given to the Holbrook City Council, and to the general public that a meeting, which is open to the public, will be held on above-mentioned date and time, in the City Council Chambers, at 465 First Avenue, Holbrook, Arizona. Doors open to the City Council Chambers 15 minutes prior to the scheduled start of the meeting for public seating. Members of the City Council may choose to participate in this meeting in person, telephonically or by video communication. The City Council may adjourn into executive session, which will not be open to the public, to discuss any matter listed on the agenda in accordance with A.R.S. 38-431.03. The Holbrook City Council may vote to hold an executive session for the purpose of obtaining legal advice from the Council's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

Electronic versions of this agenda can be found at <u>www.holbrookaz.gov</u>. A final agenda will be available twenty-four hours prior to the meeting in the City Clerk's office, 465 N. 1<sup>st</sup> Ave, Holbrook, AZ 86025.

#### MINUTES OF THE REGULAR MEETING OF THE HOLBROOK CITY COUNCIL HELD ON May 14, 2025

CALL TO ORDER: Mayor Smith called the meeting to order at 6:00 p.m.

<u>ROLL CALL:</u> Councilmembers Robert Black, Tamera Church, Arcenia Pacheco, Karina Pack, Teri Tafoya, Vice Mayor Mike Nilsson and Mayor Kathleen Smith.

<u>CITY STAFF</u>: Assistant City Manager Randy Sullivan, Animal Control Supervisor Brandon Smigiel and City Clerk Lisa Hunt.

<u>PLEDGE OF ALLEGIANCE/INVOCATION</u>: The Pledge of Allegiance was led by Councilmember Tafoya. The Invocation was given by Vice Mayor Nilsson.

#### **CONSENT AGENDA:**

April 23, 2025, Regular Meeting Minutes April 23, 2025, Work Session Minutes MOTION: Councilmember Tafoya made a motion to approve the Consent Agenda as presented. SECONDED: Vice Mayor Nilsson. MOTION CARRIED

<u>CALL TO THE PUBLIC FOR NON-AGENDA ITEMS:</u> Sammy M. James spoke to the Council about 2 neighboring homes that are vacant and are health hazards because of mice and snakes. Council instructed staff to notify Code Enforcement. Andrew Maestas spoke to Council about the old EMS building, owned by the City encroaching on his property. He requested that the building be demolished. He said he has been trying to remedy the situation with the City for years with no resolve. He also spoke to the Council about the City property located next to the Little League Field which is being used to dump concrete, trash, and waste materials, which he says is not its intended use. He shared that it is harmful to neighboring properties and the materials could be harmful to people nearby. Lloyd Johnson shared with the Council that he is running for State Senate. One of his platforms includes advocating for Trade Schools. Colleen Marsh spoke to the Council about the Budget. She encouraged The City to budget for 2.5 employees in the Animal Shelter and to budget more for food and needed materials.

<u>CALL TO THE PUBLIC FOR AGENDA ITEMS</u>: Colleen Marsh, who is on the Board for the Friends of the Animal Shelter, said that she is in support of Ordinance 25-04. She likes that more definitions have been added to Code.

#### **OLD BUSSINESS (DISCUSSION AND POSSIBLE ACTION):**

a. For Discussion-Holbrook's Graffiti Task Force – Mayor Smith read the Background and Discussion portion of the City Council Action Item Request form. She also reviewed the Volunteer letter and Volunteer application with the Council. Discussion was held. Mayor Smith will advertise for Volunteers for the Holbrook Graffiti Task Force and will bring the names to Council for consensus.

#### NEW BUSINESS (DISCUSSION AND POSSIBLE ACTION):

a. Ordinance 25-04 – 1<sup>st</sup> read – Amending the Code of Holbrook, Arizona, Chapter 3 Public Health and Safety,
Article 3-5 – Animals and Article 3-6 – Dogs; Declaring the "City of Holbrook City Code Amendments to Chapter 3-5 – Animal Control and Chapter 3-6 – Dogs, Date 2025" a Public Record; Adopting the "City of Holbrook Code amendments to Chapter 3-5 - Animal Control and Chapter 3-6 – Dogs, Date 2025" a Public Record; Adopting the "City of Holbrook Code amendments to Chapter 3-5 - Animal Control and Chapter 3-6 – Dogs, Date 2025" by Reference: Providing for Severability; Providing for Penalties; and Establishing an effective date – Mayor Smith read the Background and Discussion from the City Council Action Item Request form. Mayor Smith read Ordinance 25-04 by heading.
Council pointed out a clerical error on page 9, Section F the "S" in damages needs to be change to a lowercase "s". Councilmembers said that they had talked to several people in the community about the addition Section 3-5-8 - Swine being added to the Holbrook City Animal Control Code. Councilmembers said that a large majority of

people were against adding this section. Council came to a consensus to omit Section 3-5-8 – Swine from Ordinance 25-04. A 2<sup>nd</sup> reading will be done at the next Council Meeting on May 28<sup>th</sup>.

b. Resolution 25-03: A Resolution of the Mayor and Council of the City of Holbrook "City", Navajo County, Arizona, amending the fees for the City of Holbrook Bulk Water Station – Mayor Smith read the Background and Discussion portion of the City Council Action Item Request form. Assistant City Manager Sullivan reviewed that this was discussed in prior Work Sessions. He also shared that this would put the City of Holbrook in line with what other cities in the area charge for Bulk Water. Council discussion was held.

MOTION: Councilmember Tafoya made a motion to approve Resolution 25-03 increasing Bulk Water rates to \$22.00 per unit (1000 gallons)

SECONDED: Councilmember Pack

ROLL CALL VOTE: Councilmember Black "Aye", Councilmember Church "Aye", Vice Mayor Nilsson "Aye", Councilmember Pacheco "Aye", Councilmember Pack "Aye", Councilmember Tafoya "Aye", and Mayor Smith "Aye"

c. Resolution 25-04 – Amending the Fees for the City of Holbrook Transfer Station Fees – Mayor Smith read the Background and Discussion portion of the City Council Action Item Request from. Assistant City Manager Sullivan answered questions from the Council.

MOTION: Councilmember Tafoya made a motion to approve Resolution 25-04 to include a residential transfer station fee of \$2.50 per month for every In-City Residential Customer.

SECONDED: Councilmember Pack

ROLL CALL VOTE: Councilmember Black "Aye", Councilmember Church "Aye", Vice Mayor Nilsson "Aye", Councilmember Pacheco "Aye", Councilmember Pack "Aye", Councilmember Tafoya "Aye", and Mayor Smith "Aye"

d. New Ball Field Fence – Mayor Smith read the Background and Discussion portion of the City Council Action Request Item form. Council discussion was held. Council directed Assistant City Manager Sullivan to get quotes to see how much it would cost to make this a game field instead of just a dual-purpose field using temporary fencing. MOTION: Councilmember Pacheco made a motion to approve Homeland Fence for \$24,550.00 for the backstop fence.

SECONDED: Councilmember Tafoya MOTION CARRIED

# SUMMARY OF CURRENT EVENTS-MAYOR:

-Mayor Smith shared that new planters have been placed outside of the Council Chamber. She said that City Clerk Lisa Hunt has volunteered to take care of planting and watering and that she is seeking donations of plants for the planters.

-Met with Zenni Homes. They will begin their initial start-up in the next few months. They hope to hire 250 employees right away and then in the next 3 years scale it to 1000 new jobs in the area.

-Mayor Smith and Assistant City Manager Sullivan met with Janet Dean from APS, who told them about a grant program that APS offers for 10,000 trees. The community is encouraged to reach out to Assistant City Manager Sullivan if they have ideas on where to plant trees.

-Mayor Smith participated in the AAED Mayor's Roundtable in Williams.

-Councilmembers are working with Kit Batten Consulting to finalize suggestions from their committees and that should be brought to the Council by June for a review of the draft general plan.

-Charter Ballot Language should be coming at the next Council meeting or the first meeting in June.

-The Old West Fest on Route 66 will be on May 30<sup>th</sup> and 31<sup>st</sup>.

# SUMMARY CURRENT EVENTS-COUNCILMEMBERS:

-Vice Mayor Nilsson shared that the community meals at the Senior Center on Thursdays have been successful. This Thursday they will serve Roasted Chicken.

-Councilmember Black- None

-Councilmember Church- None

-Councilmember Tafoya said that the Cleanup Day went very well. Many citizens utilized the free dump at the transfer site on that day. She reminded everyone that Jr. High Promotion is on May 22<sup>nd</sup>, the High School Graduation is on May 23<sup>rd,</sup> and the Run for the Wall is tomorrow.

-Councilmember Pack shared that the Old West Fest on Route 66 and Car Show will be held on May 30<sup>th</sup> and 31<sup>st</sup>. She also shared that Joy Nevin Street looks nice.

-Councilmember Pacheco- None

## SUMMARY OF CURRENT EVENTS-ASSISTANT CITY MANAGER:

-Randy Sullivan met with Carbon Utilities on a potential Lease Agreement. A Special Meeting may be needed next week.

-The weather the last few weeks delayed concrete jobs. But now that the weather has gotten warmer concrete has been poured on 13<sup>th</sup> Avenue, the City Pool apron, on 12<sup>th</sup> Avenue, and on Joy Nevin by Ortega's. -The City has started cleaning up the old recycle yard.

-4 Police Vehicles were picked up today and are just waiting for decals. They should be in service next week -On May 17<sup>th</sup> the Fitness Center will be closed from 8 a.m. to 1 p.m. for heavy cleaning. Thank you to the volunteers.

-Mr. Sullivan talked with Cindy Tafoya from the Holbrook Chamber after the Cleanup Day. She said that there weren't as many people participating this time compared to past Cleanup days, but there was a lot of trash taken to the transfer station. Kudos to everyone that participated.

-With the Car Show coming up, Mr. Sullivan has been encouraging businesses to clean up their property.

-There is a damaged section of parking lot at Gillespie Park. This will be fixed before the Car Show.

-On June 9<sup>th</sup> the Arizona Water Preservation will be here to find any leaks from 8<sup>th</sup> Avenue to 6th Avenue from Florida Street to I-40.

-Mr. Sullivan shared that he is a new Grandpa!

## SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA: None

MOTION: Mayor Smith made a motion to Table Executive Session SECONDED: Councilmember Tafoya MOTION CARRIED

### EXECUTIVE SESSION:

a. The Mayor and City Council may convene into executive session pursuant to A.R.S. 38-431.03(A)(7) with designated representatives of the City to consider its position and instruct its representatives regarding negotiations for the purchase of real property. (TABLED)

# SUBMISSION OF WRITTEN PETITION FOR ITEMS NOT ON THE AGENDA: None

ADJOURNMENT: MOTION: Councilmember Tafoya made a motion to adjourn the meeting SECONDED: Vice Mayor Nilsson The meeting was adjourned at 7:27 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Holbrook City Council held on May 14, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of May 2025.

Lisa Hunt, CMC, City Clerk

Kathleen Smith, Mayor

## MINUTES OF THE WORK SESSION OF THE HOLBROOK CITY COUNCIL HELD ON May 14, 2025

CALL TO ORDER: Mayor Smith called the Work Session to order at 7:36 p.m.

<u>ROLL CALL:</u> Mayor Kathleen Smith, Councilmembers Robert Black, Tamera Church, Vice Mayor Nilsson, Arcenia Pacheco, Karina Pack, and Teri Tafoya.

CITY STAFF: Assistant City Manager Randy Sullivan and City Clerk Lisa Hunt

<u>FY 2025-2026 BUDGET</u>: Assistant City Manager Randy Sullivan reviewed the Budget Action Plan and confirmed that everything is on track. He reminded Council that once they adopt the Tentative Budget the bottom line cannot be increased, however funds can be moved with in the line items.

-The Lodger's Fund was discussed. An Events Coordinator or Recreation Director could be funded from the Lodger's Fund. The Holbrook Chamber of Commerce funding and advertising billboards were discussed. The Strategic Plan will need to be done right after the Budget is approved.

-Sanitation Utility Fund: There are not a lot of changes at this point, but there will be because of Resolution 25-04. -Wastewater Utility Fund: No changes are projected.

-Wastewater Capital Fund: The need for sewer cameras and step screen were mentioned.

-Water Utility Fund: The City is still working on a grant match for the new meters.

-Water Capital Fund: A Flow Point Control is needed for Well 4.

-Water Preservation Fund: This fund is used for Brown and Brown water litigation.

-HURF: This fund pays for the salaries of the Street Department.

-Impound Fund: The money for this fund comes from impounded vehicles.

-Grants Fund: This fund contains all the Grants.

-Judicial Collection Enhancement Fund (JCEF): This is a Special Fund that is collected by the Magistrate Court. -State Fill The Gap Fund: This fund is used by the Magistrate to hire a Pro Tem.

There will be another Work Session scheduled on May 28, 2025 for the budget.

<u>FY 2024-2025 Budget Review</u>: The FY 2024-2025 Budget was reviewed. The City of Holbrook is in a good financial state. The Attorney fees have been greatly reduced. March Attorney fees were \$3300.00, and Aprils were \$2300.00. After the discussion of the state of the FY 2024-2025 Budget, Council came to a consensus to remove the Spending Freeze and the Hiring Freeze.

MOTION: Vice Mayor Nilsson made a motion to adjourn SECONDED: Councilmember Pack MOTION CARRIED at 8:53 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Holbrook City Council held on May 14, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Lisa Hunt, CMC, City Clerk

PASSED, APPROVED AND ADOPTED this 28th day of May 2025.

Kathleen Smith, Mayor



# **CITY COUNCIL ACTION ITEM REQUEST**

Date: 05/28/2025

To: Honorable Mayor Smith and Council Members

From: Randy Sullivan

Subject: Ordinance 25-04

# BACKGROUND AND DISCUSSION:

City staff and the Council have had work sessions and discussions on updating these chapters of City Code and making them more clearly defined. The only update is the removal of the swine. This Ordinance makes all the recommended changes to date.

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# FINANCIAL IMPLICATIONS:

None

**ALTERNATIVES:** 

2nd read

# **REQUEST FOR COUNCIL ACTION:**

2nd read and Adoption of Ordinance 25-04 making changes to City Code Chapter 3-6 and 3-5

# **ATTACHMENTS:**

Ordinance 2025-04

Lined and updated versions of City Code Chapters 3-6 and 3-5

#### **ORDINANCE NO. 25-04**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AMENDING THE CODE OF HOLBROOK, ARIZONA, CHAPTER 3 PUBLIC HEALTH AND SAFETY, ARTICLE 3-5 – <u>ANIMAL</u> <u>CONTROL</u> AND ARTICLE 3-6 – <u>DOGS</u>; DECLARING THE "CITY OF HOLBROOK CITY CODE AMENDMENTS TO ARTICLE 3-5 – <u>ANIMAL</u> <u>CONTROL</u> AND ARTICLE 3-6 – <u>DOGS</u>, DATE 2025" A PUBLIC RECORD; ADOPTING THE "CITY OF HOLBROOK CITY CODE AMENDMENTS TO ARTICLE 3-5 – <u>ANIMAL CONTROL</u> AND ARTICLE 3-6 – <u>DOGS</u>, DATE 2025" BY REFERENCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Holbrook desire to amend the City Code to adopt updated versions of Chapter 3 - Public Health and Safety, Article 3-5 - Animal Control and Article 3-6 - Dogs;

WHEREAS, reasonable regulations relating to animals and dogs within the City are in the best interests of residents to protect public health and safety; and

WHEREAS, that certain document entitled "City of Holbrook City Code Amendments to Chapter 3-5 - Animal Control and Chapter <math>3-6 - Dogs, Date 2025," one paper copy and one electronic copy of which are on file with the City Clerk; is hereby declared a public record and said copies are ordered to remain on file with the Clerk.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Holbrook, Arizona, as follows:

Section 1. In General.

The Code of Holbrook, Arizona, Chapter  $3 - \underline{Public Health and Safety}$ , Article  $3-5 - \underline{Animal Control}$  and Article  $3-6 - \underline{Dogs}$  are hereby amended to read as set forth in "City of Holbrook City Code Amendments to Chapter  $3-5 - \underline{Animal Control}$  and Chapter  $3-6 - \underline{Dogs}$ , Date 2025," which is hereby adopted and incorporated by reference in this Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

#### Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

#### Section 4. Providing for Penalties.

- Criminal: Every person who intentionally, knowingly, willfully, or recklessly A. causes, permits, facilities, or aids or abets a violation of Sections 3-5-2, 3-5-6, or 3-5-15 of Article 3-5 or Sections 3-6-7 or 3-6-8 of Article 3-6 is guilty of a Class One Misdemeanor. The Animal Control Officer, Police Officer and the City Prosecutor are authorized to commence an action for the violation of the foregoing Sections. Upon conviction of a violation of any of these Sections, the court may impose a sentence of incarceration not to exceed six (6) months in jail, a fine not to exceed two thousand five hundred dollars (\$2,500.00), probation for a term not exceeding three (3) years, or any combination thereof, the court shall order a person who has been convicted of a violation of this section to pay a fine of not less than five hundred dollars (\$500.00) for each count upon which a conviction has been obtained. A judge shall not grant probation to or suspend any part or all of the imposition of execution of any sentence required by this subsection except on the condition that the person pay the mandatory minimum fines as provided in this amparagraph. Every action or proceeding under this section shall be commenced and prosecuted in accordance with the laws of the State of Arizona relating to criminal misdemeanors and the Arizona Rules of Criminal Procedure.
- B. Civil: Every person who violates Sections 3-5-4, 3-5-5, 3-5-7, 3-5-8, 3-5-9, 3-5-10, or 3-5-12 of Article 3-5 or Sections 3-6-2, 3-6-3, 3-6-5 or 3-6-6 of Article 3-6 is civilly responsible for said violations. The process to be followed for civil citations shall be the same process set forth in section 3-1-8(a)(2). The City's Animal Control Officers, Prosecutors, Attorneys, and/or Police Officers are authorized to commence any such action for violations that occur within the jurisdiction of the city. Any person who is found responsible for a civil violation of the foregoing sections, whether by admission, default, or after a hearing, shall pay a civil sanction of not less than one hundred fifty dollars (\$150.00) or no more than one thousand five hundred dollars (\$1,500.00) per offense. A second finding of responsibility within twelve (12) months of the commission of a prior violation of the foregoing sections shall result in a civil sanction of not less than two hundred and fifty dollars (\$250.00) or no more than two thousand five hundred dollars (\$2,500.00) per offense. A third finding of responsibility within twelve (12) months of the commission of a prior violation of the foregoing sections shall result in a civil sanction of not less than five hundred dollars (\$500.00) or no more than two thousand five hundred (\$2,500.00) per offense. In addition to civil sanctions, the responsible party may be ordered to pay any other applicable fees and charges. The twelve (12) month provision of this section shall be calculated by the dates the

violations were committed. The owner, occupant, or responsible party shall receive enhanced sanctions upon a finding of responsibility for any violation of the foregoing sections that was committed within twelve (12) months of the commission of another violation for which the owner was convicted or was otherwise found responsible, regardless of the order in which the violations occurred or whether the prior violation was civil or criminal. Any person who commits a violation of any one of the above listed sections after previously having been found responsible for committing two (2) or more civil infractions of the same section withing any twelve (12) months period, whether by admission, by payment of the fine, default, or by judgement after hearing, shall be guilty of a criminal misdemeanor punishable as set forth in subsection (a) above. The Animal Control Officer and the City Prosecutor are authorized to file a criminal misdemeanor complaint in the Holbrook Municipal Court against such habitual offenders who violate this section. For purposes of calculating the twelve (12) month period under this paragraph, the dates of the commission of the offenses are the determining factor.

- C. Revocation of License: Any dog license may be revoked where: 1) the owner has received two (2) or more convictions or findings of fault for violations of this Article in a twelve (12) month period; 2) the owner has been found guilty of animal cruelty pursuant to ordinance or State law; or 3) the owner has been found guilty of dangerous or vicious dog at large. Upon complaint and after notice to the owner and a civil hearing, the City Magistrate may issue an order revoking the license of such owner, 'order the removal of said animal, and order that no animals shall be harbored or reside with said person for a specified period of time.
- D. Each violation of Article 3-5 or Article 3-6 shall constitute a separate violation for each day that the owner permits the violation to occur and may be prosecuted and punishable as an individual and separate offense for each day that the owner permits the violation to occur. In addition to any civil sanction or criminal penalty, a court or hearing officer may in its discretion order the city to take remedial action or the defendant to correct the violation by a specified date as a condition of suspending a portion of the civil sanction or criminal penalty.

#### Section 5. Effective Date.

The effective date of this Ordinance shall be 30 days following adoption by the City Council.

**APPROVED, PASSED, AND ADOPTED** by the Mayor and Council of the City of Holbrook, Arizona, this 28<sup>th</sup> day of May, 2025.

By: \_

Kathleen Smith, Mayor

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ATTEST:

By: \_\_\_\_\_\_ Lisa Hunt, City Clerk

APPROVED AS TO FORM:

By:

Allen Quist, City Attorney Pierce Coleman, PLLC

 Number of Councilmembers Present:

 Number of Votes For:

 Number of Votes Against:

 Number of Abstentions:

#### **CERTIFICATION**

I, LISA HUNT, CITY CLERK, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE NUMBER 25-05 WAS DULY PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AT A REGULAR MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_ 2025, AND THAT A QUORUM WAS PRESENT AT THE MEETING, AND THAT A TRUE AND CORRECT COPY OF ORDINANCE NUMBER 25-05 WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_ 2025.

Lisa Hunt City Clerk

[Exhibits on File at City of Holbrook City Clerk's Office, 465 North 1st Avenue, Holbrook, AZ 86025]

## CITY OF HOLBROOK CITY CODE AMENDMENTS TO ARTICLE 3-5 – ANIMAL CONTROL AND ARTICLE 3-6 - DOGS DATE, 2025

The Code of Holbrook, Arizona, Chapter 3 – Public Health and Safety, Article 3-5 – Animal Control and Article 3-6 – Dogs are hereby amended to read as follows:

### **ARTICLE 3-5 – ANIMAL CONTROL**

3-5-1	Definitions
3-5-2	Animal Control Officer
3-5-3	Cruelty and Neglect
3-5-4	Public Nuisance
3-5-5	At Large
3-5-6	Dangerous or Vicious
3-5-7	Disturbing the Peace
3-5-8	Limits on Dogs/Cats
3-5-9	Kennels
3-5-10	Diseased Animals
3-5-11	Burial of Deceased Animals
3-5-12	Impoundment
3-5-13	Quarantine of Biting Animals
3-5-14	Canine–Wild Animal Hybrids
3-5-15	Penalty

3-5-1 – <u>Definitions</u>

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As used in Article 3-5, the following definitions apply:

ALTER: To permanently sterilize animals of either gender through surgical methods.

ANIMAL CONTROL OFFICER: An Animal Control Officer of the City, or designee, or any peace officer responsible for the enforcement of this Chapter.

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ANIMAL OR ANIMALS: Any fowl, reptile, invertebrates, amphibian, fish, or mammal, except for human beings. Fowl means a bird of any kind.

APARTMENT: A residential dwelling unit for rent or lease within a multiple-family building. It may or may not be zoned as an apartment.

AT LARGE: Off the premises of the owner, not confined by an enclosure nor physically restrained by a leash not to exceed six (6) feet in length.

CANINE-WILD ANIMAL HYBRID: ANY ANIMAL THAT IS PART DOG AND PART WOLF OR COYOTE; WOLF DOGS AND COYOTE DOGS, ALSO CALLED WOLF HYBRIDS AND COYOTE HYBRIDS.

COLLAR: ANY COLLAR CONSTRUCTED OF NYLON, LEATHER, METAL, OR SIMILAR MATERIAL, SPECIFICALLY DESIGNED TO BE USED ON A DOG.

COMMERCIAL KENNEL: ANY KENNEL MAINTAINED FOR THE PURPOSE OF KEEPING, BOARDING, BREEDING, RAISING, OR TRAINING DOGS/CATS FOR DONATION, FOR A FEE OR FOR SALE OR FOR TRADE ANYTHING OF VALUE.

CONTROL OF OWNER: An owner or person responsible for the animal has immediate physical control of said animal by means of a lease, rope, chain or other suitable restraint not to exceed six (6) feet in length.

DANGEROUS OR VICIOUS: An animal or dog which has a propensity to attack, to cause injury or otherwise endanger the safety of human beings without provocation or which has been found to be a vicious animal by a court of competent authority, which bites, inflicts physical injury on or attacks a human being, or constitutes a physical threat to other animals.

DOG: A member of the "Canis familiaris" family.

FOOD: A SUBSTANCE OF SUFFICIENT QUANTITY AND NUTRITIOUS VALUE TO ~MAINTAIN EACH ANIMAL IN GOOD HEALTH, PROVIDED AT SUITABLE INTERVALS, BUT AT LEAST ONCE EVERY 24 HOURS OR AS OTHERWISE PRESCRIBED BY A LICENSED VETERINARIAN OR AS APPROPRIATE TO THE SPECIES.

HOTEL: A BUILDING OR GROUP OF BUILDINGS CONTAINING ROOMING UNITS AND/OR GUESTROOMS, SUCH ROOMING UNITS BEING FOR RESIDENTIAL PURPOSES OR TRANSIENT PURPOSES. IT MAY OR MAY NOT BE ZONED AS A HOTEL.

MOTEL: A BUILDING OR GROUP OF BUILDINGS CONTAINING ROOMING UNITS AND/OR GUESTROOMS, EACH OF WHICH MAINTAINS A SEPARATE OUTSIDE ENTRANCE, SUCH BUILDING OR GROUP OF BUILDINGS BEING DESIGNED, INTENDED OR USED PRIMARILY FOR THE ACCOMMODATION OF TRAVELERS OR FOR RESIDENTIAL PURPOSES. IT MAY OR MAY NOT BE ZONED AS A MOTEL.

LEASH: A chain, rope, or strap not more than six (6) feet in length, suitable for the control or restraint of an animal.

NONCOMMERCIAL KENNEL: ANY PROPERTY WHERE FIVE (5) OR MORE DOGS/CATS ARE RAISED, KEPT OR MAINTAINED SOLELY FOR THE USE AND ENJOYMENT OF THE OWNER OR OCCUPANT FOR PERSONAL, NON-MONETARY AND NON-COMMERCIAL PURPOSES.

OWNER: Any person owning, keeping, possessing, harboring, maintaining HAVING

CUSTODY, OR OTHERWISE HAVING CONTROL OF a dog or an animal WITHIN THE CITY OF HOLBROOK.

PERMANENT IDENTIFICATION: UNIQUE IDENTIFIABLE MARKINGS THAT HAVE BEEN PERMANENTLY IMPLANTED OR AFFIXED BY A LICENSED VETERINARIAN, SUCH AS A MICROCHIP OR A TATTOO.

POUND: Any establishment authorized by the city for the confinement, maintenance, safekeeping, and control of dogs that come into custody of the Animal Control Officer.

REPEATEDLY: More than three (3) times in any one (1) year period.

SHELTER: HAS 3 WALLS AND A ROOF AND ALLOWS THE DOG/CAT TO MAINTAIN A NORMAL BODY TEMPERATURE AND ALLOWS THE DOG/CAT TO STAND UP, TURN AROUND AND LAY DOWN NORMALLY.

VACCINATION: An anti-rabies vaccination using a type of vaccine approved by the State Veterinarian, which must be administered by a licensed veterinarian.

WATER: A TRANSPARENT, ODORLESS AND TASTELESS LIQUID COMPOUND OF HYDROGEN AND OXYGEN, OF AMBIENT TEMPERATURE IN SUFFICIENT VOLUME AS NEEDED TO MAINTAIN NORMAL HYDRATION FOR AN ANIMAL.

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WHLD ANIMAL: A non-domesticated animal.

3-5-2 – Animal Control Officer

It is unlawful for any person to, in any manner, intervene, impede, prevent, obstruct or intimidate an Animal Control Officer in the discharge of his duties in citing and impounding, or who shall rescue or attempt to rescue any animal which has been impounded.

### 3-5-3 – <u>CRUELTY AND NEGLECT.</u>

- A. IT IS UNLAWFUL TO INTENTIONALLY, KNOWINGLY, OR RECKLESSLY SUBJECT AN ANIMAL TO CRUELTY OR NEGLECT AS SET FORTH IN SUBSECTIONS (B) AND (C) BELOW.
- B. CRUELTY. IT IS UNLAWFUL FOR ANY PERSON TO OVERDRIVE, OVERLOAD, OVERWORK, TORTURE, TORMENT, MUTILATE OR UNLAWFULLY KILL AN ANIMAL, OR TO CAUSE OR PROCURE AN ANIMAL TO BE SO OVERDRIVEN, OVERLOADED, DRIVEN WHEN OVERLOADED, OVERWORKED, TORTURED, TORMENTED, BEATEN, MUTILATED OR UNLAWFULLY KILLED.
- C. NEGLECT. ANIMALS UNDER HUMAN CUSTODY OR CONTROL SHALL BE HOUSED IN HEALTHY ENVIRONMENTS AND SHALL BE PROVIDED WITH PROPER FOOD, WATER, SHELTER, MEDICAL CARE, AND VENTILATION. ANY PERSON OWNING OR HAVING CARE, CUSTODY OR

CONTROL OF ANY ANIMAL SHALL PROVIDE THAT:

- 1. THE ANIMAL RECEIVES FOOD ON A 24-HOUR BASIS (OR SOME OTHER APPROPRIATE FREQUENCY AS RECOMMENDED FOR THE SPECIES BY VETERINARIANS) THAT IS FREE FROM CONTAMINATION AND IS OF SUFFICIENT QUANTITY AND NUTRITIONAL VALUE TO KEEP THE ANIMAL IN GOOD CONDITION.
- 2. POTABLE WATER IS ALWAYS ACCESSIBLE TO THE ANIMAL, EITHER FREE FLOWING OR IN A CLEAN RECEPTACLE. FOR THE PURPOSES OF THIS SUBSECTION, CLEAN MEANS NOT UNHEALTHY TO AN ANIMAL.
- 3. ALL ANIMALS SHALL HAVE CONVENIENT ACCESS TO NATURAL OR ARTIFICIAL SHELTER WITH THREE (3) SIDES AND A ROOF AND ALLOWS THE ANIMALS TO MAINTAIN A NORMAL BODY TEMPERATURE AND ALLOWS THE ANIMALS TO STAND UP, TURN AROUND AND LAY DOWN NORMALLY. ANY NATURAL OR ARTIFICIAL SHELTER SHALL BE STRUCTURALLY SOUND AND MAINTAINED IN GOOD REPAIR TO PROTECT THE ANIMAL FROM INJURY AND FROM THE ELEMENTS, AND OF SUFFICIENT SIZE TO PERMIT THE ANIMAL TO ENTER, STAND, TURN AROUND AND LIE DOWN IN A NATURAL MANNER. ANY SHELTER THAT DOES NOT PROTECT THE ANIMAL FROM TEMPERATURE EXTREMES OR PRECIPITATION, OR THAT DOES
- WITH THIS SECTION. ANY SHELTER, ALL BEDDING, AND ANY SPACES ACCESSIBLE TO THE ANIMAL SHALL BE MAINTAINED IN A MANNER THAT MINIMIZES THE RISK OF THE ANIMAL CONTRACTING DISEASE, BEING INJURED, OR BECOMING INFECTED WITH PARASITES. THIS SUBSECTION 3 DOES NOT APPLY TO LIVESTOCK AND ARIZONA LAW SHALL BE FOLLOWED FOR LIVESTOCK SHELTER.
- 4. THE ANIMAL SHALL RECEIVE CARE AND MEDICAL ATTENTION FOR INJURIES, PARASITES, AND DISEASES SUFFICIENT TO MAINTAIN THE ANIMAL IN GOOD HEALTH AND MINIMIZE SUFFERING OR SHALL BE HUMANELY EUTHANIZED TO PREVENT SUFFERING AND PAIN TO THE ANIMAL.

## 3-5-4 – Public Nuisance

Any animal which does any of the following is hereby declared to be a public nuisance and may be subject to impoundment by the Animal Control Officer at the cost of the owner. It is unlawful for any person to permit such animal or animals to:

- A. Molest passers-by or passing vehicles;
- B. Bite any human while at large;
- C. Attack other animals;
- D. Trespass on school grounds;
- E. Repeatedly be at large;
- F. Damage public or private property;
- G. Bark, whine, howl, crow or burrow in an excessive manner which disturbs the public peace;
- H. Repeatedly cause garbage to be thrown about.; OR
- I. Urinate or defecate on private property of others without immediate removal of any we was animal waste.

### 3-5-5 - <u>At Large</u>

- A. Unlawful: It is unlawful to permit any animal to run at large in the City. Any such animal may be impounded as provided in SUBSECTION C OF this section.
- B. Picket or Tie in Streets: It is unlawful to picket or tie any animal on any of the streets or rights-of-way of the City for any reason if it interferes with the safe passage of pedestrians or vehicles.
- C. Impounding Authority: Any animal at large may be impounded by the Animal Control Officer.
- D. Liability for Damages: The owner of an animal is liable for damages caused by such an animal while at large.

### 3-5-6 – Dangerous or Vicious

It is unlawful to permit a dangerous or vicious animal of any kind to run at large within the City limits. Any such animals may be immediately impounded.

- A. Complaints: Upon complaint of any person, and after giving notice to the owner and a civil hearing, the City Magistrate may determine whether an animal is dangerous or vicious and order one (1) or more of the following:
  - 1. The destruction of said animal;
  - 2. That such animal be confined within a building or secure enclosure;
  - 3. That such animal be securely muzzled or caged at all times.
- B. Destruction: The Animal Control Officer is authorized to destroy any dangerous animal of any kind, upon an order from the City Magistrate, or when it is immediately necessary for the protection of any person or property, when in their judgment the animal is:
  - 1. Dangerous or vicious; and
  - 2. Cannot be safely impounded.

# 3-5-7 – <u>Disturbing the Peace</u>

No person owning, keeping, possessing, harboring or maintaining an animal shall suffer or permit such an animal to disturb the peace and quiet of any person any time of day or night by barking, whining, howling, crowing, braying or-by-making any other similar objectionable noise, by disturbing cultivated gardens, fields or landscaped yards. Any person keeping or maintaining any animal within the City limits shall maintain that property so that any animal waste does not emit strong odors or cause public health hazard.

### 3-5-8 - Limits on Dogs/Cats

IT SHALL BE UNLAWFUL FOR ANY PERSON TO OWN OR HOUSE MORE THAN FOUR (4) DOGS AND CATS (E.G., 4 DOGS; 2 DOGS AND 2 CATS; 1 DOG AND 3 CATS; 3 DOGS AND 1 CAT; 4 CATS) ON A PROPERTY OR RESIDENCE WITHIN THE CITY FOR MORE THAN 30 DAYS UNLESS THAT PERSON HAS A NON-COMMERCIAL OR COMMERCIAL KENNEL PERMIT. THIS LIMIT IS FOR ANY COMBINATION OF DOGS OR CATS AND APPLIES TO ALL DOGS/CATS OVER THE AGE OF 12 WEEKS OLD. THIS LIMIT DOES NOT APPLY TO PEOPLE FOSTERING DOGS/CATS FOR A BONA FIDE PUBLIC/NONPROFIT ANIMAL SHELTER IF THE FOSTERING OF AN ANIMAL WOULD PUT THEM OVER THE FOUR-ANIMAL LIMIT.

# 3-5-9 - Kennels

A. A PERSON OPERATING ANY KENNEL SHALL OBTAIN A KENNEL PERMIT ISSUED BY HOLBROOK ANIMAL CONTROL.

- B. THE ANNUAL FEE SET FORTH IN THE FEE SCHEDULE APPROVED BY THE CITY COUNCIL FOR A KENNEL PERMIT SHALL BE PAID BEFORE THE PERMIT IS ISSUED.
- C. EACH DOG REMAINING WITHIN A KENNEL IS NOT REQUIRED TO BE LICENSED UNDER THIS SECTION.
- D. A PERSON WHO FAILS TO MAINTAIN A VALID KENNEL PERMIT ISSUED UNDER THIS SECTION IS SUBJECT TO A LATE FEE IN ADDITION TO THE ANNUAL FEE.
- E. A PERSON OPERATING A KENNEL SHALL OBTAIN A PERMIT ISSUED BY HOLBROOK ANIMAL CONTROL UNDER ONE OF THE FOLLOWING CLASSIFICATIONS:

1. NONCOMMERCIAL A: FIVE (5) TO 12 DOGS/CATS ARE RAISED, KEPT OR MAINTAINED SOLELY FOR THE USE AND ENJOYMENT OF THE OWNER OR OCCUPANT FOR PERSONAL, NON-MONETARY AND NON-COMMERCIAL PURPOSES.

2. NONCOMMERCIAL B: THIRTEEN (13) OR MORE DOGS/CATS ARE RAISED, KEPT OR MAINTAINED SOLELY FOR THE USE AND ENJOYMENT OF THE OWNER OR OCCUPANT FOR PERSONAL, NON-MONETARY AND NON-COMMERCIAL PURPOSES.

3. COMMERCIAL: ANY KENNEL MAINTAINED FOR THE PURPOSE OF KEEPING, BOARDING, BREEDING, RAISING OR TRAINING DOGS/CATS FOR DONATION, FOR A FEE OR FOR SALE OR FOR TRADE FOR ANYTHING OF VALUE

- F. THE HOLBROOK ANIMAL CONTROL OFFICER, OR DESIGNEE, IS AUTHORIZED TO RESTRICT THE NUMBER OF DOGS/CATS KEPT AT COMMERCIAL/NONCOMMERCIAL KENNELS, BASED ON ZONING RESTRICTIONS AND/OR ON LOCATION, SIZE AND FITNESS OF THE FACILITY WHERE DOGS/CATS ARE KEPT OR MAINTAINED.
- G. ALL APPLICANTS REQUESTING A KENNEL PERMIT SHALL PROVIDE A CURRENT COPY OF A RABIES VACCINATION CERTIFICATE FOR EACH DOG OR CAT KEPT, BOARDED OR MAINTAINED ON THE PREMISES, IF THE DOG OR CAT IS THREE (3) MONTHS OF AGE OR OLDER.
- H. IF THE OWNER OR OCCUPANT OF ANY PROPERTY QUALIFYING FOR EITHER KENNEL PERMIT FAILS TO APPLY FOR A KENNEL PERMIT, OR THE KENNEL PERMIT IS DENIED OR REVOKED, THE OWNER OR OCCUPANT SHALL HAVE THIRTY (30) DAYS TO REDUCE THE

NUMBER OF DOGS/CATS IN ORDER TO COMPLY WITH THE CITY CODE.

- I. IF A KENNEL PERMIT IS DENIED/REVOKED THEN THE DOG/CAT OWNER MAY FILE A WRITTEN APPEAL WITH THE CITY COUNCIL. ANY APPEALS TO THE CITY COUNCIL MUST BE FILED WITHIN FIFTEEN (15) DAYS OF THE DATE OF THE DECISION BEING APPEALED AND THE CITY COUNCIL'S DECISION ON THE APPEAL IS FINAL.
- J. EACH PERMITTEE SHALL:
  - 1. ENSURE KENNELS AND EXERCISE AREAS WHERE DOGS ARE KEPT ARE MAINTAINED IN SANITARY CONDITION. WASTE PRODUCTS SHALL BE DISPOSED OF EVERY 48 HOURS.
  - 2. PROVIDE CLEAN POTABLE WATER, AVAILABLE TO EACH DOG/CAT AT ALL TIMES. UNLESS A VETERINARIAN VET ORDER SAYS OTHERWISE.
  - 3. PROVIDE ADEQUATE AMOUNTS OF FOOD FREE FROM CONTAMINATION AND OF SUFFICIENT QUANTITY AND NUTRITIONAL VALUE TO MAINTAIN THE DOG/CAT IN GOOD HEALTH. UNLESS A VETERINARIAN ORDER SAYS OTHERWISE.
  - 4. PROVIDE PROMPT, APPROPRIATE VETERINARY CARE WHEN NECESSARY OR HAVE A DOG/CAT EUTHANIZED IN A HUMANE MANNER IF A DOG/CAT BECOMES SERIOUSLY ILL OR IS SERIOUSLY INJURED.
  - 5. ANY OUTSIDE RUN OR CONFINEMENT AREA SHALL BE OF SUFFICIENT SIZE, PER DOG/CAT AND BE DESIGNED TO MAINTAIN THE DOG/CAT IN GOOD HEALTH AND TO ALWAYS ENSURE CONTAINMENT OF THE DOG/CAT. ANY CURRENT ARIZONA LAW OR ANIMAL WELFARE ACT SHALL APPLY WHEN IT COMES TO MINIMUM SPACE REQUIREMENTS. WHEN THE TWO LAWS CONTRADICT EACH OTHER THAN THE ONE THAT IS MORE STRINGENT SHALL APPLY.
  - 6. PROVIDE ADEQUATE INDIVIDUAL CONFINEMENT SPACE FOR EACH DOG/CAT THAT IS APPROPRIATE TO THE AGE, SIZE, WEIGHT, AND BREED OF EACH DOG/CAT. FOR THE PURPOSE OF THIS SUBSECTION, ANY CURRENT ARIZONA LAW OR ANIMAL WELFARE ACT SHALL APPLY WHEN IT COMES TO MINIMUM INDIVIDUAL SPACE REQUIREMENTS. IF THE TWO LAWS CONTRADICT EACH OTHER, THE LAW THAT IS MORE STRINGENT APPLIES. ANIMAL CONFINEMENT SPACES MUST ALSO ALLOW THE DOG/CAT NOT TO BE SOILED WHEN URINATING OR DEFECATING, WHILE MAINTAINING CLEAN FOOD AND WATER. FOR DOGS/CATS THAT ARE HOUSED ON

WIRE FLOORING, PERMITTEES SHALL PROVIDE A RESTING BOARD, FLOOR MAT OR OTHER SIMILAR DEVICE THAT IS MAINTAINED IN A SANITARY CONDITION THAT ALLOWS THE DOG/CAT TO REST OFF OF THE WIRE FLOORING.

- K. PERMITTEES OF A COMMERCIAL KENNEL PERMIT SHALL RETAIN NAME, ADDRESS AND TELEPHONE NUMBER OF EACH PERSON PLACING/GIVING/SELLING A DOG/CAT TO THE KENNEL. ALSO, THE PERMITTEES SHALL KEEP RECORDS OF THE NAME, ADDRESS AND TELEPHONE NUMBER FOR THE PERSON THEY SELL/GIVE/TRADE ANY OF THEIR DOG/CATS TO. THIS LIST OF PEOPLE SHALL BE AVAILABLE TO HOLBROOK ANIMAL CONTROL UPON DEMAND.
- L. A KENNEL IS SUBJECT TO INSPECTIONS BY HOLBROOK ANIMAL CONTROL AT ANY TIME DURING REGULAR BUSINESS HOURS.
- M. A KENNEL PERMIT MAY BE REVOKED FOR ANY VIOLATION OF ANY PROVISION OF STATE LAW DEALING WITH THE LICENSING OR WELFARE OF DOGS OR OTHER DOMESTIC ANIMALS, ANY CONDUCT INDICATING AN INDIFFERENCE TO THE WELFARE OF A DOG OR OTHER DOMESTIC ANIMAL, AND ANY VIOLATION OF THIS SECTION. THE PERMIT REVOCATION SHALL BE PERSONALLY SERVED TO THE PERMITTEE, AND A COPY SHALL BE MAILED BY FIRST CLASS MAIL TO THE PERMITTEE. A REVOCATION MAY BE APPEALED TO THE CITY COUNCIL IN WRITING WITHIN FIFTEEN (15) DAYS OF SERVICE OF THE REVOCATION.
- N. A PERSON WHO FAILS TO MAINTAIN OR RENEW A VALID KENNEL PERMIT ISSUED UNDER THIS SECTION IS SUBJECT TO A LATE FEE IN ADDITION TO THE ANNUAL FEE.
- O. ALL KENNEL PERMITS ARE SUBJECT TO REVOCATION BY THE DIRECTOR OF HOLBROOK ANIMAL CONTROL FOR VIOLATIONS OF ANY PART OF THIS SECTION. ANY REVOCATION SHALL BE IN WRITING, SETTING FORTH THE BASIS FOR REVOCATION. THE PERMIT REVOCATION SHALL BE PERSONALLY SERVED TO THE PERMITTEE, AND A COPY SHALL BE MAILED BY FIRST CLASS MAIL TO THE PERMITTEE. A REVOCATION MAY BE APPEALED TO THE CITY COUNCIL IN WRITING WITHIN FIFTEEN (15) DAYS OF SERVICE OF THE REVOCATION.
- P. A KENNEL PERMIT SHALL NOT BE ISSUED FOR THE PURPOSE OF HOUSING MORE THAN FOUR (4) DOGS/CATS FOR ANY PERSON LIVING OR HOUSING DOGS/CATS IN APARTMENTS/HOTELS/MOTELS.

3-5-10 – Diseased Animals

A. Prohibited: No animal knowingly afflicted with a contagious or infectious disease shall be allowed to run at large or be exposed to any public place whereby the health

of a human or other animal may be affected.

B. Removal: It shall be unlawful for any person knowing or suspecting an animal which has rabies or with a contagious or infectious disease to allow such an animal to be taken off their premises or beyond the limits of the City without the written permission of the Animal Control Officer. Every owner knowing or suspecting that an animal has rabies, or any contagious or infectious disease shall immediately seek veterinary care or notify Holbrook Animal Control who shall either remove the animal to the pound or summarily destroy it, except in cases where the State Health Officer or State Veterinarian is empowered to act.

## 3-5-11 - Burial of Deceased Animals

IT SHALL BE UNLAWFUL FOR ANY PERSON IN POSSESSION OF ANY ANIMAL THAT DIES NOT TO BURY THE DECEASED ANIMAL WITHIN TWENTY-FOUR (24) HOURS AFTER DEATH AT A DEPTH OF AT LEAST FOUR (4) FEET UNDERGROUND, EITHER UPON THE OWNER'S OWN PREMISES OR IN A CITY-APPROVED BURIAL PLACE FOR DECEASED ANIMALS, OR OUTSIDE THE CITY IN APPROVED AREAS OR DEPOSE OF THE DECEASED ANIMAL IN OTHER LEGAL MEANS.

## 3-5-12 - Impoundment

- A. Notice to Owners:
  - 1. If the owner of any impounded animal shall be known to the Animal Control Officer and shall reside or have a known place of business in the City, the Animal Control Officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty eight (48) hours after such animal has been impounded. The notice shall contain a description of the animal and shall state that unless reclaimed; such animal shall be adopted or destroyed at the time and place specified in the notice.

- 2. Livestock impounded pursuant to this Chapter may be sold at public auction to the highest bidder. Copies of the notice shall be posted at the place of impoundment and at the City Hall.
- B. Report: The Animal Control Officer shall, after impounding any animal, make a report stating the kind of animal and describing it by color or otherwise or by any marks or brands that may be on it, and when it was impounded.
- C. Conditions and Duration: The Animal Control Officer shall provide for the keeping of all animals impounded by the Holbrook Animal Control Department in a safe, convenient and comfortable place within or near the City limits and shall feed such animals at least once during every twenty-four (24) hours and treat them in a humane manner during the time they are impounded, which shall not be less than

seventy-two (72) hours, unless sooner claimed by the owner.

- D. Redemption: If the owner of any animal shall within seventy-two (72) hours after such animal has been impounded, apply to the Animal Control Officer and pay the fees and charges established by this Chapter, the Animal Control Officer may deliver any such animal to the owner or shall arrange for the owner to pick up the animal from the pound or impound location.
- E. THE ANIMAL CONTROL OFFICER OR DESIGNEES ARE HEREBY AUTHORIZED AND EMPOWERED TO REMOVE AND IMPOUND ANY ANIMAL SUFFERING FROM IMMEDIATE LIFE-THREATENING CIRCUMSTANCES.

#### 3-5-13 – Quarantine of Biting Animals

Whenever any animal bites a person, such person and the owner of the animal shall immediately notify the Animal Control Officer, who shall arrange for quarantine of the animal to be made and shall order the animal to be held on the owner's premises or shall have it impounded at the pound or at the veterinary hospital at the owner's expense as long as necessary for a complete examination or for the length of the quarantine, which will not be less than ten (10) days. Livestock shall be confined and quarantined in a manner regulated by the Arizona Department of Agriculture. If it is determined that the animal is infected with rabies or any other dangerous, infectious or contagious disease, it shall be the duty of the Animal Control Officer to destroy the animal. If, at the end of the quarantine or impoundment, it is determined that the animal is free from such a such as a such asuch as a such disease, the animal may be released, and the owner will assume all the costs related to the quarantine or impoundment. If the animal dies during the period of quarantine or impoundment, its head shall be sent to the state department of health for examination. Any wild animals, with the exception of wild rodents or rabbits, which bite any person may be killed and submitted to the animal control officer for transmission to an appropriate diagnostic laboratory. A wild rodent or rabbit may be submitted for laboratory testing if the animal has bitten a person and either the animal's health or behavior indicates that the animal may have rabies or the bite occurred in an area that contains a rabies epizootic as determined by the Department of Health Services.

#### 3-5-14 - Canine-Wild Animal Hybrids

IT SHALL BE UNLAWFUL FOR ANYONE TO OWN A CANINE-WILD ANIMAL HYBRID IN THE CITY UNLESS ALL THE FOLLOWING ARE MET.

A. ANY PERSON WHO OWNS, KEEPS, POSSESSES, HARBORS, OR MAINTAINS A CANINE-WILD ANIMAL HYBRID WITHIN CITY LIMITS FOR MORE THAN THIRTY (30) CUMULATIVE DAYS MUST HAVE A VALID PERMIT ISSUED BY HOLBROOK ANIMAL CARE AND CONTROL FOR EACH ANIMAL. THE PERMIT SHALL TAKE THE PLACE OF THE CITY DOG TAG.

- B. CANINE-WILD ANIMAL HYBRID PERMITS SHALL NOT BE ISSUED UNLESS THE FOLLOWING CONDITIONS ARE MET:
  - 1. THE APPLICANT MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE.
  - 2. THE APPLICANT MUST PROVIDE PROOF THAT THE ANIMAL HAS PERMANENT IDENTIFICATION.
  - 3. THE APPLICANT MUST HAVE A SECURE FENCED OR WALLED YARD THAT IS ACCESSIBLE TO AND USABLE BY THE ANIMAL THAT WILL PREVENT THE ANIMAL FROM ESCAPING. APARTMENTS WITHOUT PRIVATE YARDS ARE NOT ACCEPTABLE. IF, AFTER OBTAINING A PERMIT, THE OWNER NO LONGER HAS THE REQUIRED YARD, THE PERMIT WILL BE INVALID.
  - 4 THE APPLICANT MUST PROVIDE PROOF THAT THE ANIMAL HAS BEEN ALTERED BY A LICENSED VETERINARIAN IF THE ANIMAL IS FIVE MONTHS OLD OR OLDER. IF THE ANIMAL IS LESS THAN FIVE MONTHS OLD AND IS UNALTERED, THE APPLICANT MAY BE ISSUED A TEMPORARY PERMIT THAT WILL EXPIRE ON THE DAY THE ANIMAL REACHES THE AGE OF FIVE (5) MONTHS. THE ALTERING OF THE HYBRID CAN BE WAIVED IF THE OWNER IS BREEDING THE HYBRIDS AND GETS A COMMERCIAL KENNEL PERMIT PLUS A HYBRID PERMIT.
  - 5 THE APPLICANT HAS NOT BEEN BANNED FROM OWING DOGS OR ANY OTHER ANIMALS BY A COURT ORDER.
  - 6 THE APPLICANT IS NOT SUBJECT TO A COURT ORDER REQUIRING THE FORFEITURE OF A CANINE-WILD ANIMAL HYBRID OR PROHIBITING THE OWNERSHIP OR POSSESSION OF SUCH AN ANIMAL.
- C. IF OWNERSHIP OF THE ANIMAL IS TRANSFERRED, THE RELEASING OWNER, BEFORE THE TRANSFER OCCURS, MUST NOTIFY ANIMAL CARE IN WRITING OF THE NEW OWNER'S NAME, ADDRESS AND TELEPHONE NUMBER; TOGETHER WITH THE ANIMAL'S DESCRIPTION; THE PERMIT NUMBER, IF ANY; AND THE TATTOO OR MICROCHIP NUMBER, IF ANY. THE NEW OWNER MUST OBTAIN A NEW PERMIT.
- D. PERMITS MUST INCLUDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERMIT HOLDER AND THE ADDRESS WHERE THE CANINE-WILD ANIMAL HYBRID WILL BE KEPT.

- E. IF A RABIES VACCINATION FOR CANINE-WILD ANIMAL HYBRIDS RECEIVES APPROVAL OF THE ARIZONA STATE VETERINARIAN, THE OWNERS OF THESE HYBRIDS SHALL HAVE THEM VACCINATED AGAINST RABIES BY A LICENSED VETERINARIAN AND SHALL KEEP THE VACCINATION CURRENT.
- F. ANY ANIMAL REPRESENTED BY ITS OWNER TO BE A CANINE-WILD ANIMAL HYBRID SHALL BE DEEMED TO BE SUCH FOR THE PURPOSES OF THIS CHAPTER.
- G. WHEN HOLBROOK ANIMAL CONTROL HAS REASON TO BELIEVE, BASED ON THE PHYSICAL OR BEHAVIORAL CHARACTERISTICS OF AN ANIMAL, THAT THE ANIMAL IS A CANINE-WILD ANIMAL HYBRID, THE ANIMAL WILL BE PRESUMED TO BE SUCH UNLESS THE PRESUMPTION IS REBUTTED BY THE ANIMAL'S OWNER. NOTHING IN THIS SECTION SHALL REQUIRE THE CITY TO DO DNA TESTING TO DETERMINE WHETHER AN ANIMAL IS A CANINE-WILD ANIMAL HYBRID.
- H. IF THE CANINE-WILD ANIMAL HYBRID BITES ANYONE AT ANY TIME FOR ANY REASON THE CANINE-WILD ANIMAL HYBRID WILL BE IMPOUNDED AND IMMEDIATELY TESTED FOR RABIES.

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- 3-5-15 Penalty
  - A. CRIMINAL: EVERY PERSON WHO INTENTIONALLY, KNOWINGLY, WILLFULLY OR RECKLESSLY CAUSES, PERMITS, FACILITIES, OR AIDS OR ABETS A VIOLATION OF SECTIONS 3-5-2, 3-5-6, OR 3-5-15 OF ARTICLE 3-5 OR SECTIONS 3-6-7 OR 3-6-8 OF ARTICLE 3-6 IS GUILTY OF A CLASS ONE MISDEMEANOR. THE ANIMAL CONTROL OFFICER. POLICE OFFICER AND THE CITY PROSECUTOR ARE AUTHORIZED TO COMMENCE AN ACTION FOR THE VIOLATION OF THE FOREGOING SECTIONS. UPON CONVICTION OF A VIOLATION OF ANY OF THESE SECTIONS. THE COURT MAY **IMPOSE** Α **SENTENCE** OF INCARCERATION NOT TO EXCEED SIX (6) MONTHS IN JAIL, A FINE NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), PROBATION FOR A TERM NOT EXCEEDING THREE (3) YEARS, OR ANY COMBINATION THEREOF, THE COURT SHALL ORDER A PERSON WHO HAS BEEN CONVICTED OF A VIOLATION OF THIS SECTION TO PAY A FINE OF NOT LESS THAN FIVE HUNDRED DOLLARS (\$500.00) FOR EACH COUNT UPON WHICH A CONVICTION HAS BEEN OBTAINED. A JUDGE SHALL NOT GRANT PROBATION TO OR SUSPEND ANY PART OR ALL OF THE IMPOSITION OF EXECUTION OF ANY SENTENCE REQUIRED BY THIS SUBSECTION EXCEPT ON THE CONDITION THAT THE PERSON PAY THE MANDATORY MINIMUM FINES AS PROVIDED IN THIS PARAGRAPH. EVERY ACTION OR PROCEEDING UNDER THIS SECTION SHALL BE COMMENCED AND PROSECUTED IN ACCORDANCE WITH

THE LAWS OF THE STATE OF ARIZONA RELATING TO CRIMINAL MISDEMEANORS AND THE ARIZONA RULES OF CRIMINAL PROCEDURE.

Β. CIVIL: EVERY PERSON WHO VIOLATES SECTIONS 3-5-4, 3-5-5, 3-5-7, 3-5-8, 3-5-9, 3-5-10, OR 3-5-12 OF ARTICLE 3-5 OR SECTIONS 3-6-2, 3-6-3, 3-6-5 OR 3-6-6 OF ARTICLE 3-6 IS CIVILLY RESPONSIBLE FOR SAID VIOLATIONS. THE PROCESS TO BE FOLLOWED FOR CIVIL CITATIONS SHALL BE THE SAME PROCESS SET FORTH IN SECTION 3-1-8(A)(2). THE CITY'S ANIMAL CONTROL OFFICERS, PROSECUTORS, ATTORNEYS, AND/OR POLICE OFFICERS ARE AUTHORIZED TO COMMENCE ANY SUCH ACTION FOR VIOLATIONS THAT OCCUR WITHIN THE JURISDICTION OF THE CITY. ANY PERSON WHO IS FOUND RESPONSIBLE FOR A CIVIL VIOLATION OF THE FOREGOING SECTIONS, WHETHER BY ADMISSION, DEFAULT, OR AFTER A HEARING, SHALL PAY A CIVIL SANCTION OF NOT LESS THAN ONE HUNDRED FIFTY DOLLARS (\$150.00) OR NO MORE THAN ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) PER OFFENSE. A SECOND FINDING OF **RESPONSIBILITY WITHIN TWELVE (12) MONTHS OF THE COMMISSION** OF A PRIOR VIOLATION OF THE FOREGOING SECTIONS SHALL RESULT IN A CIVIL SANCTION OF NOT LESS THAN TWO HUNDRED AND FIFTY DOLLARS (\$250.00) OR NO MORE THAN TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER OFFENSE. A THIRD FINDING OF RESPONSIBILITY WITHIN TWELVE (12)-MONTHS OF THE COMMISSION OF A PRIOR VIOLATION OF THE FOREGOING SECTIONS SHALL RESULT IN A CIVIL SANCTION OF NOT LESS THAN FIVE HUNDRED DOLLARS (\$500.00) OR NO MORE THAN TWO THOUSAND FIVE HUNDRED (\$2,500.00) PER OFFENSE. IN ADDITION TO CIVIL SANCTIONS, THE RESPONSIBLE PARTY MAY BE ORDERED TO PAY ANY OTHER APPLICABLE FEES AND CHARGES. THE TWELVE (12) MONTH PROVISION OF THIS SECTION SHALL BE CALCULATED BY THE DATES THE VIOLATIONS WERE COMMITTED. THE OWNER, OCCUPANT, OR **RESPONSIBLE PARTY SHALL RECEIVE ENHANCED SANCTIONS UPON** A FINDING OF RESPONSIBILITY FOR ANY VIOLATION OF THE FOREGOING SECTIONS THAT WAS COMMITTED WITHIN TWELVE (12) MONTHS OF THE COMMISSION OF ANOTHER VIOLATION FOR WHICH THE OWNER WAS CONVICTED OR WAS OTHERWISE FOUND RESPONSIBLE, REGARDLESS OF THE ORDER IN WHICH THE VIOLATIONS OCCURRED OR WHETHER THE PRIOR VIOLATION WAS CIVIL OR CRIMINAL. ANY PERSON WHO COMMITS A VIOLATION OF ANY ONE OF THE ABOVE LISTED SECTIONS AFTER PREVIOUSLY HAVING BEEN FOUND RESPONSIBLE FOR COMMITTING TWO (2) OR MORE CIVIL INFRACTIONS OF THE SAME SECTION WITHING ANY TWELVE (12) MONTHS PERIOD. WHETHER BY ADMISSION. BY PAYMENT OF THE FINE, DEFAULT, OR BY JUDGEMENT AFTER HEARING. SHALL BE GUILTY OF A CRIMINAL MISDEMEANOR

PUNISHABLE AS SET FORTH IN SUBSECTION (A) ABOVE. THE ANIMAL CONTROL OFFICER AND THE CITY PROSECUTOR ARE AUTHORIZED TO FILE A CRIMINAL MISDEMEANOR COMPLAINT IN THE HOLBROOK MUNICIPAL COURT AGAINST SUCH HABITUAL OFFENDERS WHO VIOLATE THIS SECTION. FOR PURPOSES OF CALCULATING THE TWELVE (12) MONTH PERIOD UNDER THIS PARAGRAPH, THE DATES OF THE COMMISSION OF THE OFFENSES ARE THE DETERMINING FACTOR.

- C. Revocation Of License: Any dog license may be revoked where: 1) the owner has received two (2) or more convictions or findings of fault for violations of this Article in a twelve (12- month period; 2) the owner has been found guilty of animal cruelty pursuant to ordinance or State law; or 3) the owner has been found guilty of dangerous or vicious dog at large. Upon complaint and after notice to the owner and a civil hearing, the City Magistrate may issue an order revoking the license of such owner, order the removal of said animal, and order that no animals shall be harbored or reside with said person for a specified period of time.
- D. EACH VIOLATION OF ARTICLE 3-5 OR ARTICLE 3-6 SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY THAT THE OWNER PERMITS THE VIOLATION TO OCCUR AND MAY BE PROSECUTED AND PUNISHABLE AS AN INDIVIDUAL AND SEPARATE OFFENSE FOR EACH DAY THAT THE OWNER PERMITS THE VIOLATION 'TO 'OCCUR IN ADDITION TO ANY CIVIL' SANCTION' OR 'CRIMINAL PENALTY, A COURT OR HEARING OFFICER MAY IN ITS DISCRETION ORDER THE CITY TO TAKE REMEDIAL ACTION OR THE DEFENDANT TO CORRECT THE VIOLATION BY A SPECIFIED DATE AS A CONDITION OF SUSPENDING A PORTION OF THE CIVIL SANCTION OR CRIMINAL PENALTY.

## **ARTICLE 3-6 – DOGS**

3-6-1	Applicability
3-6-2	Vaccinations
3-6-3	Licenses and Tags Generally
3-6-4	Fees
3-6-5	Restraint
3-6-6	Running at Large
3-6-7	Unlawful Restraint of Dog
3-6-8	Biting Dogs
3-6-9	Impoundment
3-6-10	Adoption
3-6-11	Rabies Epidemic
3-6-12	Public Sale of Animals
3-6-13	Penalty

### 3-6-1 Applicability

The provisions of Article 3-6 shall apply to dogs, unless otherwise indicated.

### 3-6-2 Vaccinations

- A. \*\*\* Required: No dog shall be allowed to reside in the City, unless said dog or dogs have a current vaccination for rabies administered by a person licensed by the State of Arizona.
  - B. Certificate:
    - 1. Before a license is issued for any dog, the owner must present a current vaccination certificate signed by a person licensed by this State or a government veterinarian stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine and date revaccination is due. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this Article and the regulation promulgated hereunder. A complete record of all of the above will be kept by the City of Holbrook Animal Control.
    - 2. A dog vaccinated in any other place prior to entry into the City may be licensed in the City; provided, that at the time of licensing, the owner of such dog presents a current vaccination certificate, signed by a person licensed to give vaccinations in that place or a veterinarian employed by a governmental agency in that place, stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this Article and the regulations

#### promulgated hereunder.

- C. Low-Cost Clinics: The City of Holbrook Animal Control may make provision for low-cost vaccination clinics as deemed necessary. A licensed veterinarian shall perform the vaccination.
- D. Impounded Unvaccinated Dogs: If a dog is impounded and found to be unvaccinated, said dog will not be released until the rabies vaccination is administered and paid for by the owner. The vaccination shall be performed by a PERSON LICENSED BY THE STATE OF ARIZONA TO PERFORM VACCINATIONS.

#### 3-6-3 Licenses and Tags Generally

- A. License Required: All dogs four (4) months old or older kept, harbored, or maintained in the City for at least thirty (30) consecutive days in a calendar year must be licensed and registered. Dog licenses shall be issued by the City of Holbrook Animal Control, upon payment of a license fee, which license shall expire annually FROM THE DATE RECEIVED OR ON THE DATE OF RABIES CERTIFICATE EXPIRATION, WHICH EVER DATE COMES FIRST SHALL APPLY. The owner shall state at the time application is made for such license, the owner's name, address and telephone number, and the name, breed, color and sex of each dog owned or kept by him/her.
- B. Guide Dogs; Exemption: A guide dog belonging to a blind person who is a resident of the State or any bona fide nonprofit organization which is in the business of breeding, raising or training dogs that are to be used for guiding the blind shall, upon application by the owner or organization to the City and on presentation of proper proof, be licensed pursuant to this Article without the payment of a fee.
- C. Tags: Each dog licensed under the terms of this Article shall receive, at the time of licensing, a tag on which shall be inscribed the name of the City, the number of the license and the year in which it expires. The tag shall be attached to a collar or harness which shall be worn by the dog at all times except as otherwise provided in this Article. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of THE fee AS SET FORTH IN THE FEE SCHEDULE APPROVED BY THE CITY COUNCIL.
- D. Counterfeit Tag; Removal: It is unlawful for any person to counterfeit or attempt to counterfeit an official dog tag or remove such tag from any dog or place a dog tag on a dog unless the tag was issued to that dog, for the purpose of willfully complying with the provisions of this Chapter.
- E. New Ownership: Whenever the ownership of a dog has been changed, the new owner must secure a transfer of license to such owner. A transfer fee AS SET FORTH IN THE FEE SCHEDULE APPROVED BY THE CITY COUNCIL,

payable to the City of Holbrook Animal Control shall be charged to transfer any license.

- F. Exemptions to Wearing Tag: Dogs while being used for hunting or dogs while being exhibited at recognized kennel club events, or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events need not wear a collar or harness with a valid license tag attached; provided, that they are properly vaccinated and licensed.
- G. Apprehend; Impound: The Animal Control Officer may apprehend and impound any dog found without a current valid license tag.
- H. Attachment of Tag: It shall be the duty of every owner or keeper of any dog kept within the limits of the City to cause the license tag herein above-mentioned to be securely attached around the dog's neck and kept there at all times during the license period. Absence of the license tag from the neck of any dog shall be "prima facie" evidence that the dog has not been licensed or vaccinated as provided in this Article. Any such dog shall be deemed to be stray or not owned.
- 3-6-4 <u>Fees</u>
  - A. FEES REQUIRED TO BE PAID SHALL BE AS ESTABLISHED BY THE CITY COUNCIL BY RESOLUTION. FEES SET BY THE CITY COUNCIL SHALL BE PAID BEFORE ANY SERVICES ARE PROVIDED BY ANIMAL CONTROL UNLESS OTHERWISE AGREED UPON IN WRITING BEFORE THE SERVICES ARE GIVEN.
  - B. FEES MAY BE REDUCED ON A CASE-BY-CASE BASIS BY THE CITY MANAGER, POLICE CHIEF OR THE ANIMAL CONTROL DIRECTOR IF SUCH A REDUCTION IS BENEFICIAL FOR THE HOLBROOK ANIMAL CONTROL OR THE CITY.
- 3-6-5 <u>Restraint</u>

No person in charge of any dog shall permit such dog to be off the caretaker or owner's property unless the dog is physically restrained by a leash, no more than six (6) feet, enclosed in a wellventilated vehicle, cage or similar enclosure, or being exhibited or trained at a recognized kennel club event, public school or park sponsored event.

3-6-6 – <u>Running at Large</u>

- A. Prohibited: No person owning, keeping, possessing, harboring or maintaining a dog shall allow such dog to be at large.
- B. Exception: A dog is not deemed to be at large:

- 1. While said dog is actively engaged in dog obedience training and is accompanied by and under the control of his owner or trainer.
- 2. While such dog is being used for hunting purposes.
- 3. While such dog is being exhibited or trained at a recognized kennel club event.
- 4. While such dogs are engaged in races approved by the Arizona Racing Commission.
- 5. While such dog is being exercised at a recognized dog park.

#### 3-6-7 – UNLAWFUL RESTRAINT OF DOG

A. FOR PURPOSES OF THIS SECTION THE FOLLOWING DEFINITIONS SHALL APPLY:

COLLAR: ANY COLLAR CONSTRUCTED OF NYLON, LEATHER, METAL, OR SIMILAR MATERIAL, SPECIFICALLY DESIGNED TO BE USED ON A DOG.

EXTREME WEATHER CONDITIONS MEANS:

- 1. THE ACTUAL OR EFFECTIVE OUTDOOR TEMPERATURE IS BELOW 32 DEGREES FAHRENHEIT OR ABOVE 95 DEGREES FAHRENHEIT.
- 2. A HEAT ADVISORY HAS BEEN ISSUED BY A LOCAL, STATE, OR NATIONAL AUTHORITY FOR THE AREA; OR
- 3. A MONSOON, HURRICANE, TROPICAL STORM, DUST STORM OR TORNADO WARNING HAS BEEN ISSUED FOR THE AREA BY A LOCAL, STATE, OR NATIONAL AUTHORITY.

OWNER: A PERSON WHO OWNS OR HAS CUSTODY OR CONTROL OF A DOG.

PROPERLY FITTED: A COLLAR THAT MEASURES THE CIRCUMFERENCE OF A DOG'S NECK PLUS ONE INCH AND MUST NOT BE SO HEAVY THAT IT IMPEDES THE DOG'S FREEDOM TO COMFORTABLY MOVE AROUND AND LAYDOWN, NOR BE GREATER THAN TEN PERCENT (10%) OF THE DOG'S WEIGHT

RESTRAINT: A ROPE, TETHER, LEASH, CABLE, OR OTHER DEVICE OTHER THAN A CHAIN THAT ATTACHES A DOG TO A STATIONARY OBJECT OR TROLLEY SYSTEM. TETHERING. TETHERING IS DEFINED AS A MEANS OF TYING OR FASTENING A DOG OUTDOORS ON A ROPE, CABLE, OR OTHER LINE FOR THE PURPOSE OF RESTRAINT. TETHERING DOES NOT INCLUDE RESTRAINT OF A DOG ON AN ATTENDED LEASH UNDER THE CONTROL OF A PERSON.

WORKING DOG: A DOG BRED AND TRAINED FOR SPECIFIC TASKS OR JOBS, (SUCH AS HERDING LIVESTOCK, HUNTING, GUARDING PROPERTY, PULLING SLEDS, OR ASSISTING IN LAW ENFORCEMENT OR SEARCH AND RESCUE) RATHER THAN BEING PRIMARILY A PET.

#### B. TETHERING IS PROHIBITED EXCEPT AS FOLLOWS:

DOGS OVER SIX (6) MONTHS OF AGE MAY BE TETHERED TO A RESTRAINT SYSTEM OUTDOORS. A RESTRAINT SYSTEM CAN BE AN OVERHEAD PULLEY SYSTEM, A RETRACTABLE CABLE SYSTEM OR A SWIVELED CABLE ANCHORED INTO THE GROUND. ALL THESE SYSTEMS MUST ALLOW THE DOG A MINIMUM OF TEN (10) FEET OF TRAVEL PERPENDICULAR TO THE ANCHOR POINT. FOR A PULLEY SYSTEM, THE STATIONARY CABLE THAT THE PULLEY RUNS ON MUST BE AT LEAST TEN (10) FEET IN LENGTH AND ANCHORED ON EACH END TO A STATIONARY OBJECT. THE LINE ATTACHED TO THE PULLEY MUST ALLOW THE DOG TO MOVE PERPENDICULARLY AT LEAST TEN (10) FEET FROM THE STATIONARY CABLE. THE RESTRAINT LINE MUST BE ATTACHED TO THE DOG WITH A BUCKLED TYPE OF COLLAR OR BODY HARNESS. THE RESTRAINT ATTACHED TO THE DOG CAN WEIGH NO MORE THAN TEN (10) PERCENT OF THE ANIMAL'S BODY WEIGHT. A SWIVEL TO PREVENT ENTANGLEMENT MUST BE ON AT LEAST ONE END OF THE RESTRAINT LINE ATTACHED TO THE DOG. NO PERSON SHALL ATTACH A TETHER TO A DOG WITH A CHOKE-TYPE COLLAR OR PRONGED COLLAR. ANY DEVICE USED TO TETHER A DOG MUST BE ATTACHED IN A MANNER THAT PREVENTS INJURY TO THE DOG OR ENTANGLEMENT.

- C. IT SHALL BE UNLAWFUL FOR AN OWNER TO RESTRAIN A DOG OUTSIDE BY USE OF A CHOKE COLLAR OR PINCH COLLAR, OR A RESTRAINT THAT UNREASONABLY LIMITS THE DOG'S MOVEMENT UNLESS UNDER DIRECT SUPERVISION.
  - 1. A RESTRAINT UNREASONABLY LIMITS A DOG'S MOVEMENT:
    - a. IF A COLLAR IS NOT PROPERLY FITTED TO THE DOG
    - b. DOES NOT ALLOW A DOG TO HAVE TEN (10) FEET OF MOVEMENT
    - c. PLACES THE DOG IN UNSAFE OR UNSANITARY CONDITIONS

- d. CAUSES INJURY TO THE DOG; OR
- e. DOES NOT PERMIT THE DOG ACCESS TO FOOD, WATER, SHADE, DRY GROUND, OR ADEQUATE SHELTER AT ALL TIMES.
- D. IT SHALL BE UNLAWFUL FOR ANY PERSON TO RESTRAIN A DOG DURING EXTREME WEATHER CONDITIONS UNLESS THAT DOG IS UNDER DIRECT SUPERVISION.
- E. IT IS UNLAWFUL TO RESTRAIN A DOG THAT IS UNDER SIX (6) MONTHS OF AGE THAT IS NOT UNDER DIRECT SUPERVISION.
- F. THIS SECTION DOES NOT APPLY TO ACTIVE WORKING DOGS.

## 3-6-8 – <u>Biting Dogs</u>

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HER IN ALL ADDRESS

- A. Reporting: Whenever a dog bites any person, the incident shall be reported to the Animal Control Officer immediately by any person who has direct knowledge.
- B. Quarantine; Impoundment: Any dog that bites any person shall be quarantined and impounded, for a period of not less than ten (10) days. The quarantine period shall start on the day of the bite incident. If the day of the bite is not known, the quarantine period shall start on the first day of impoundment.
- C. Destruction; Release: If the dog shows clear clinical signs of rabies or other dangerous, contagious and infectious disease, or if the owner consents to its destruction, it shall be the duty of the Animal Control Officer to destroy such dog in as humane a manner as is reasonably possible. If at the end of the quarantine or impoundment, the Animal Control Officer, after consultation with a veterinarian is convinced that the dog is free from such diseases, the dog shall be released. If the dog dies during the period of quarantine or impoundment the bite victim shall be notified immediately, and the animal's head shall be sent to the State Department of Health for an examination.

### 3-6-9 - Impoundment

- A. Authority: The Animal Control Officer may apprehend and impound any dog found without a current valid license tag; any dog with or without a current valid license tag which is found running at large; any dog disturbing the peace; any dog which bites any person; or any dog which is a public nuisance as defined in Section 3-5-4. Said Officer shall have the right to enter upon private property when it is necessary to do so in reasonable pursuit of and in order to apprehend any dog subject to impoundment.
- B. Notification to Owner: The Animal Control Officer shall notify the owner in person or by mail or by notice placed at the residence of the owner of any licensed dog

impounded under the provisions of this Article.

C. Time of Impoundment: Each unlicensed dog impounded shall be kept and maintained at the pound FOLLOWING CURRENT ARIZONA LAW ON STRAY IMPOUNDMENT. During the impoundment period, anyone with proper identification may claim the dog; provided that such person pays all established impound fees and completes the licensing provisions of this Article. If no person claims the dog after a reasonable period of time, the Animal Control Officer may place the animal for adoption or dispose of the dog in a humane manner.

## 3-6-10 - Adoption

In accordance with Arizona Revised Statutes, Section 11-1022 (sterilization of impounded dogs), and amendments thereto:

- A. Spay or Neuter Required:
  - 1. A dog shall not be released for adoption from a City pound unless the dog has been surgically spayed or neutered.
  - 2. The adopting party must sign an agreement to have the dog spayed or neutered IF THE DOG CANNOT BE SPAYED OR NEUTERED AT THE TIME OF ADOPTION.

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B. Fee: CURRENT ADOPTION FEES ARE INCLUDED IN THE CITY'S FEE SCHEDULE.

### 3-6-11 – <u>Rabies Epidemic</u>

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TRANSFER TRANSFER

Whenever the prevalence of RABIES renders such action necessary to protect the public health and safety, the Mayor or his/her designee shall issue a proclamation ordering every person owning or keeping a dog OR CAT to confine it securely to his premises. No person shall violate such proclamation and any dog OR CAT running at large during the time fixed on the proclamation may be destroyed by the Animal Control Officer without giving notice to the owner.

### 3-6-12 PUBLIC SALE OF ANIMALS

IT SHALL BE UNLAWFUL FOR ANY PERSON TO SELL, TRADE, BARTER, LEASE, RENT, GIVE AWAY OR DISPLAY ANY LIVE ANIMAL FOR SELL, TRADE, BARTER, LEASE, RENT, GIVE AWAY ON A ROADSIDE, PUBLIC RIGHT-OF-WAY, SIDEWALK, STREET, PARKWAY OR ANY OTHER PUBLIC PROPERTY OR ANY PROPERTY DEDICATED FOR PUBLIC USE, ON A COMMERCIAL PARKING LOT, OR AT AN OUTDOOR SPECIAL SALE, SWAP MEET, FLEA MARKET, PARKING LOT SALE OR SIMILAR EVENT.

THIS ARTICLE DOES NOT APPLY TO THE FOLLOWING:

- A. ANY PERSON WHO OBTAINS AN ANIMAL VENDER PERMIT FROM CITY OF HOLBROOK ANIMAL CONTROL AND ALSO HAS THE PROPERTY OWNER'S PERMISSION.
- B. ANY PUBLIC OR PRIVATE ANIMAL SHELTER THAT IS ADOPTING ANIMALS OUT TO THE PUBLIC.
- C. THIS SECTION DOES NOT PROHIBIT THE SALE, GIFT, OR OTHER TRANSFER OF OWNERSHIP OF ANIMALS AT COUNTY FAIRS, ANIMAL EXHIBITIONS, SHOWS, 4-H ACTIVITIES, RODEOS, AUCTION MARKET, STOCK SHOW OR OTHER SANCTIONED LIVESTOCK ACTIVITY AND OTHER ACTIVITIES OR EVENTS THAT ARE REGULATED BY OTHER STATE, COUNTY OR CITY AGENCIES.

THE R. D. LEWIS CO., LANSING MICH.

IF A PERSON FAILS TO OBTAIN A SELLERS PERMIT AFTER NOTICE, THEN THE HOLBROOK ANIMAL CONTROL IS AUTHORIZED TO IMPOUND THE ANIMALS. THIS PROVISION ALSO DOES NOT PROHIBIT THE SALE, TRADE, BARTER, LEASE, RENT, AND GIVE AWAY ANIMALS FROM A PERSON'S PRIVATE RESIDENCE.

3-6-13 – <u>Penalty</u>

Any violations of this Article shall be punishable in accordance with Article 3-5-15.



# **CITY COUNCIL ACTION ITEM REQUEST**

Date: 05/28/2025

To: Honorable Mayor Smith and Council Members

From: Randy Sullivan

Subject: Ordinance 25-05

# **BACKGROUND AND DISCUSSION:**

Carbon Utility needs space for a light industrial project to house Special Conex containers. The containers will produce CO2, hydrogen and methanol as direct outputs. The container is being shipped from the UK and is set to arrive in the first part of June. They have toured the facility, and they have deemed this property to be suitable for their start up business. Both Allen and Jay Foster have reviewed the contract and have agreed to the terms.

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### **FÍNANCIAL IMPLICATIONS:**

\$1200.00 in first year and \$3500.00 subsequent years. For an initial term of 5 years.

# **ALTERNATIVES:**

2nd read and further recommendations.

### **REQUEST FOR COUNCIL ACTION:**

2nd read to Adopt Ordinance 25-05 to enter into agreement with Carbon Utility to lease the old Recycling yard

### **ATTACHMENTS:**

Ordinance 25-05

Contract with Jay Foster, Carbon Utility
#### ORDINANCE NO. 25-05

AN ORDINANCE OF THE CITY OF HOLBROOK, ARIZONA, AUTHORIZING THE LEASE OF CERTAIN MUNICIPAL REAL PROPERTY TO JAY FOSTER, AND AUTHORIZING THE MAYOR THE CITY MANAGER, THE CITY CLERK AND THE CITY ATTORNEY TO EXECUTE SAID LEASE AGREEMENT AND TAKE ALL ACTIONS NECESSARY TO COMPLETE THE TRANSACTION.

WHEREAS, the City of Holbrook ("City") owns certain real property (Navajo County Assessor's Parcel No. 109-19-250), more specifically identified within <u>Exhibit A</u>, located within the municipal boundaries; and

WHEREAS, Jay Foster ("Lessee"), a limited liability company, has expressed interest in leasing portions of said property; and

WHEREAS, the City has authority to lease municipal property pursuant to Section 1.03(b) of the Holbrook City Charter; and

WHEREAS, the City Council of the City of Holbrook finds that leasing portions of the property, subject to certain terms and conditions, to Jay Foster is in the best interest of the community; and

WHEREAS, the City has complied with all applicable legal requirements.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Holbrook, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

<u>SECTION 2.</u> The City is authorized to enter into the Lease Agreement, which is on file with the City Clerk as <u>Exhibit B</u> and incorporated herein by reference, for the lease of portions of the property designated as Navajo County Assessor's Parcel No. 109-19-250, legally described as <u>Exhibit A</u>.

<u>SECTION 3.</u> If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

<u>SECTION 4.</u> The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

ATTEST:

By:

Lisa Hunt, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_

....

Allen Quist, City Attorney Pierce Coleman, PLLC

> Number of Councilmembers Present:\_\_\_\_\_ Number of Votes For:\_\_\_\_\_ Number of Votes Against:\_\_\_\_\_ Number of Abstentions:\_\_\_\_\_

### **CERTIFICATION**

I, LISA HUNT, CITY CLERK, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE NUMBER 25-05 WAS DULY PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025, AND THAT A QUORUM WAS PRESENT AT THE MEETING, AND THAT A TRUE AND CORRECT COPY OF ORDINANCE NUMBER 25-05 WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

Lisa Hunt City Clerk

[Exhibits on File at City of Holbrook City Clerk's Office, 465 North 1st Avenue, Holbrook, AZ 86025]

# CITY OF HOLBROOK PROPERTY LEASE AGREEMENT

with

**Carbon Utility** 

ALCON WEET

Effective Date: \_\_\_\_\_, 20\_\_\_\_

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### **PROPERTY LEASE AGREEMENT**

This Property Lease Agreement (the "Lease") is executed to be effective the \_\_\_\_\_ day of \_\_\_\_\_ 202\_ (the "Effective Date") between the City of Holbrook, an Arizona municipal corporation ("Lessor"), and Carbon Utility ("Lessee"). Lessor and Lessee may be referred to jointly as "Parties," and each separately may be referred to as a "Party."

### WITNESSETH:

WHEREAS, Lessor is the owner of that certain real property located within Holbrook, Arizona referred to as Navajo County parcel number 109-19-250 (the "Property"); and

WHEREAS, Lessor has the right to lease, license and grant the use of property and facilities on the Property and has full power and authority to enter into this Lease in respect thereof; and

WHEREAS, On the terms and conditions set forth herein, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Property consisting of approximately .62 acres as set forth in Exhibit A attached hereto (the "Premises"), which shall be used as described below by Lessee; and

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

attani wald ....

### 1. LEASE.

Lessor hereby leases the Premises to Lessee, subject to all easements and rights of way that may encumber the Premises, and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 <u>Right to Use Premises</u>. Lessor agrees that so long as Lessee shall timely pay the Base Rent and other charges required to be paid hereunder and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the use of the Premises without hindrance from Lessor. Lessee specifically acknowledges that Lessee has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an "as is, where is" condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee's sole expense.

1.2 <u>Construction of or placement of Shipping Containers and Restrooms on</u> <u>Premises</u>. Lessee may place Shipping Containers on the Premises. Lessee may construct or cause to be constructed a restroom on the Premises (the

"Work"); however, any such construction must be in accordance with and as more fully described in specifications and drawings ("Contract Documents"), to be pre-approved by Lessor, and subject to all permits and requirements of law. Lessee agrees and acknowledges that it is not an agent or employee of the Lessor. Lessee shall supervise and direct the Work to be done, using Lessee's best skill and attention. Lessee shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work required by the Contract Documents. Lessee shall be responsible to any subcontractors and their agents and employees, and other persons performing any of the Work under the Contract Documents and shall indemnify and hold harmless the Lessor from and against all claims of any character or nature, demands, suits, actions, costs, including but not limited to, costs of defense, attorneys' fees. witness fees of any type, losses, damages, expenses and liability, whether direct or indirect, and whether to any person or property, including natural resources, arising out of the Work performed under the terms of the Contract Documents, Lessee's use of the Premises, or on account of any act or omission by the Lessee or its agents, employees or representatives, or from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Lessee, its agents, employees or representatives to fulfill Lessee's obligations under the Contract Documents and this Agreement. Lessee acknowledges that ownership of the property will be transferred to Lessor subject to normal wear and tear by Lessee during the term of this Agreement. Lessee shall retain all rights to use and lease of the property as provided in this Agreement, but at the end of the term of this Agreement, including any renewals, Lessee shall have no right to claim ownership or title to the property or any part of the Premises, which shall remain with Lessor.

1.3 Substitution of Premises. In addition to Lessor's other rights set forth in this Lease, Lessor has the right (but not the obligation) to substitute Comparable Areas for all or any portion of the Premises, and any additions, alternations or improvements thereon, should Lessor, in its reasonable discretion, determine that taking of the Premises, any portion thereof or any improvement thereon, is required for other City purposes, and there exists no appropriate alternative. In the event Lessor makes the determination to exercise its rights to substitute, all title, right and interest to any portion of the Premises taken shall immediately vest in Lessor. Furthermore, Lessor may require Lessee to vacate any portion or all of the Premises taken. For the purposes of this Section 1.3, the term "Comparable Areas" is defined to mean other areas at the Property, or any additions or extensions thereof, similar in size to the Premises, brought to the same level of improvement as the Premises and having the same or similar usefulness to Lessee as the portion taken. Lessor shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Lessee's improvements, equipment, furniture and fixtures (if any) to the substituted area. Lessor shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any other third party whomsoever. Lessor shall not be obligated to reimburse Lessee for any damages, including lost profits or revenues, due to such substitution.

1.4 <u>Access</u>. Lessee is granted the right of access to and from the Premises via such portions of the Property as are or may be necessary to allow Lessee to conduct its business operations permitted herein at and on the Premises. Lessor reserves the right to designate the location of such access and to change its location from time to time, as Lessor deems reasonably necessary and appropriate in Lessor's sole discretion.

1.5 <u>Permitted Uses</u>. Subject to the provisions of this Section 1.6, Lessee may use the Premises for agreed apon activities only. Lessee will ensure that the use of the Premises does not generate any nuisance conditions, such as fumes, vibrations, flashing lights, odors, or traffic that interfere with the use and enjoyment of other properties.

1.6 <u>Prohibited Activities</u>. Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Premises for any use that is in violation of applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation that does not have advance, written approval of Lessor's City Manager. Lessee's use of the Premises is subject to all applicable laws, rules and regulations of any governmental authority. Lessee shall not perform maintenance or repairs that would include use or exposure of petroleum products (oil, fuel, hydraulics, etc.) on the Premises.

1.7 <u>Continuous Operation</u>. Upon commencement of operations at and on the Premises, Lessee shall designate an on-site manager for the term of this Lease who shall be available to Lessor and Lessee's stakeholders during normal business hours.

1.8 Lessee Acknowledgement. Lessee acknowledges and agrees that its obligations to pay Base Rent and all other charges due and owing under the terms hereof shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or the United States of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others with respect to the Premises; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease or any lack of right, power or authority of Lessor or Lessee to enter into this Lease; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or any other person; or (v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all rent being payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

### 2. TERM.

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2.1 <u>Initial Term</u>. The term of this Lease shall be for a period of 5 years, commencing at 12:00 A.M. on the Effective Date and terminating 11:59 P.M. on the 30th day of June, 2030 thereafter (the "Term"). Notwithstanding the foregoing, the Lessor may terminate the Lease early if during any consecutive two-year period during the lease Term, the Lessee's business operations on the Premises are not fully established and functioning. Lessor shall provide thirty day written notice of any such termination to the Lessee, and the termination shall not result in the Lessor owing any costs, fees, reimbursements, or other amounts to the Lessee.

### **3. NONEXCLUSIVE RIGHTS.**

Lessee shall have the exclusive right to occupy and use the Premises while in compliance with the terms and conditions of this Lease. All other rights granted to Lessee under this Lease are

nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Premises that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee's use of the Premises.

### 4. RENT.

4.1 <u>Base Rent</u>. Lessee agrees to pay Lessor rent for the use of the Premises at the amount of \$1,200.00, for the first year on the Premises (the "Base Rent"). The Base Rent shall be payable in advance and without any prior demand therefor and without any abatement, deductions or set-offs whatsoever, and tendered in lawful currency of the United States, either by check or electronic transfer. Lessee shall only pay for the premises as described above and depicted in Exhibit A as part of the rent to the Lessor. The annual Base Rent will increase from \$1,200.00 during the first year to \$3,500 a year for each year subsequent contract year.

### 4.2 <u>Payment</u>.

4.2.1 The first payment of Base Rent shall be paid prior to the Effective Date, and thereafter, the Lessee shall submit annual Base Rent payments at the start of each new contract year.

the and payable under the provisions of this Lease at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Lessor's right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.2.3 All payments and reports required by this Section 4.2 shall be remitted to the following address by the due date(s) specified hereinabove:

City of Holbrook ATTN: City Manager P.O. Box 970 Holbrook, AZ 96025

or such other address specified in writing by Lessor to Lessee.

4.3 <u>Survival</u>. Lessee's obligation to pay all amounts stated herein shall survive the termination of this Lease.

### 5. IMPROVEMENTS.

5.1 <u>Construction by Lessee</u>. Lessee is responsible for any and all improvements and construction related to the property. Lessee shall submit to Lessor any and all improvements and construction plans for review and approval.

5.2 <u>No Alterations</u>. Lessee shall make no exterior improvements or alterations to the Premises during the Term of this Lease without the prior written permission of Lessor. Lessee shall provide Lessor with electronic as-built drawings (or their equivalent) when any improvement or alteration is completed for which such drawings are required.

5.3 <u>Title to Alterations and Improvements</u>. Title to all improvements and alterations made by Lessee on the Premises and that may be moved without damage to the Premises shall vest in Lessee upon the expiration of this Lease.

5.4 <u>Mechanics' Liens</u>. Lessee shall keep the Premises and any/all improvements constructed by Lessee thereon free of any mechanic or materialmen's liens. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within thirty (30) days of notice thereof.

5.5 <u>Permit Required</u>. Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Holbrook, Arizona (the "City") construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee's permit application and the associated plans and specifications.

5.6 <u>Damage or Destruction</u>. Lessee shall maintain insurance on the Premises and all improvements and personal property located on and within the Premises. In the event that all or any portion of the Premises is destroyed or rendered unusable, Lessee shall be entitled to replace, repair, restore, modify or improve the Premises, subject to the provisions of Section 5.5, using insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the Premises to Lessor.

5.7 <u>Fire Department Approval</u>. Lessee shall provide for approval of a fire protection plan for the premises prior to commencing operations. The Lessee shall maintain the approved fire protection plan throughout the life of the lease.

### 6. MAINTENANCE.

6.1 <u>Maintenance by Lessee</u>. Lessee shall, at its sole cost and expense, keep the Premises and all improvements therein in a neat and clean condition and in good order, condition and repair. Lessee shall prepare, maintain and follow a preventative maintenance schedule for all mechanical, electrical, plumbing, drain, piping and air conditioning systems on the Premises, and, upon request, provide a copy of such schedule to Lessor and, if required by Lessor, a list of the dates on which such maintenance was actually done.

6.2 <u>Damage to Lessor Property</u>. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee's use or occupancy of the Premises shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor.

6.3 <u>Trash Removal</u>. Lessee shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Premises at Lessee's cost.

6.4 <u>Emergency Repairs</u>. Within fifteen (15) days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Premises. Lessee shall promptly provide Lessor with updated lists and changes as necessary.

### 7. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

Lessee may not transfer, assign, encumber, pledge or hypothecate its interest in this Lease or any right or interest hereunder, or sublet the Premises or any part thereof, without first obtaining prior written consent of Lessor. In the case of an assignment (other than an assignment as security), the assignee must expressly assume in writing all of Lessee's obligations under this Lease, and in the case of a sublease, the sublease shall expressly provide that it is subject to all of the terms and conditions of this Lease. Upon an assignment of all of its interest in this Lease, the assignor shall be released from all liability and obligation under this Lease from and after the effective date of the assignment.

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### 8. **IDENTIFICATION SIGNS.**

Lessee may install on the Premises, a sign or signs identifying its business, provided, however, that the general type, size, and location of such sign(s) shall be approved in writing by Lessor in advance of installation and be subject to any signage rules, codes and/or regulations of any governmental authority.

### 9. DEFAULT; TERMINATION BY LESSOR.

9.1 <u>Events of Default</u>. Each of the following shall constitute a material default of this Lease by Lessee (an "Event of Default"):

9.1.1 The failure of Lessee to pay Base Rent or any other amount due from Lessee hereunder, provided that Lessee does not cure such failure within ten (10) business days after delivery by Lessor of a written notice of such failure.

9.1.2 The failure of Lessee to perform any of its other obligations under this Lease, provided that Lessee does not cure such failure within thirty (30) calendar days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default

reasonably requires more than thirty (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

9.1.3 The filing of any mechanic's, materialmen's or other lien or any kind against the Premises because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within thirty (30) days of receipt of actual notice thereof by Lessee.

9.2 <u>Lessor's Remedies</u>. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

9.2.1 Terminate this Lease and re-enter and take possession of the Premises; or

9.2.2 Without terminating this Lease, re-enter and take possession of the Premises and terminate Lessee's right of access or occupancy to the Premises; or

9.2.3 Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

9.2.4 With or without terminating this Lease, Lessor may re-let the Premises or any portion thereof.

9.3 <u>No Implied Termination</u>. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor's reentering and taking possession of the Premises or removing and storing the property of Lessee and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

Lessor is authorized to make such repairs, 9.4 Lessor's Current Damages. refurbishments or improvements to the Premises as may be necessary for the purpose of attempting to re-let the Premises, and the costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Lessee to Lessor within five (5) business days after receipt of Lessor's statement. If Lessor exercises any of the remedies stated above, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the Event of Default, which shall include, without limitation, (i) the equivalent of the amount of the Base Rent and all other payments which would be payable under this Lease by Lessee for the remainder of the term if this Lease were still in effect, less (ii) the net proceeds of any re-letting by Lessor after deducting all of Lessor's expenses in connection with such re-letting, which shall include, without limitation, repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys' fees, and legal expenses. Lessee shall pay such current damages to Lessor, in the amount set forth in the preceding sentence (hereinafter called the "Deficiency"), in monthly installments on the days on which the Base Rent would have been

payable under this Lease if this Lease were still in effect. All amounts collected by Lessor from subtenants shall be credited against Lessor's damages.

9.5 <u>Lessor's Final Damages</u>. At any time after an Event of Default, whether or not Lessor shall have collected any monthly Deficiency as set forth above, Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor, on demand, as final damages for the applicable Event of Default, the sum of (a) the then present worth (at a discount at the rate of six percent (6%) per annum) of (i) the aggregate of the Base Rent and all other amounts to be paid by Lessee hereunder for the unexpired portion of the term of this Lease (assuming this Lease had not been terminated), less (ii) the amount of such loss that could have been reasonably avoided, plus (b) repossession costs, Lessor's expenses in connection with any attempts is may have made to relet the Premises (which shall include, without limitation, repairs, refurbishments or improvements to the Premises and brokerage commissions), attorneys' fees, legal expenses, and all other damages incurred by Lessor as a result of such Event of Default.

9.6 <u>No Waiver by Lessor</u>. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any of such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

9.7 <u>Content of Default Notice</u>. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it is reasonably calculated to put Lessee on notice as to the nature and extent of such default, and is made in accordance with Section 17 herein.

9.8 <u>Cancellation</u>. This Lease may be cancelled pursuant to the provisions of Arizona Revised Statutes § 38-511.

### **10. INDEMNIFICATION.**

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To the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, attorneys, boards, commissions and employees (hereinafter referred to collectively as the "Lessor" for purposes of this Section 10) for, from and against any and all claims, causes of action, liability, suits, litigation (including attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring within the Premises, or (ii) any act or omission of Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as "Lessee" for purposes of this Section 10) in connection with Lessee's operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of Lessee to comply with any provisions of this Lease, including any claims related to the provisions of Section 11 of this Lease and Lessee's use of, and operations on, the Premises.

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#### 11. ENVIRONMENTAL PROTECTION.

11.1 <u>Definitions</u>. Unless the context shall clearly require otherwise, the terms defined in this section shall, for all purposes of this Lease and of any amendments, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

11.1.1 Environmental Laws. The term "Environmental Laws" shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901, et seq.; the Toxic Substances Control Act, 15 USC § 2601 et seq.; the Safe Drinking Water Act, 42 USC § 300h et seq.; the Clean Water Act, 33 USC § 1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. § 49-921 et seq., the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous or radioactive materials, hazardous or radioactive waste or emissions and hazardous substances and petroleum products.

11.1.2 <u>Hazardous Material</u>. The term "Hazardous Material" shall mean any toxic or hazardous or radioactive material, substance emission or waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

### 11.3 Lessee Compliance.

11.3.1 Lessee shall, at the Lessee's own expense, comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's operation on and property interest in the Premises during the period of Lessee's occupancy of the Premises under this Lease.

11.3.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Lessee, its agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law.

11.4 <u>Indemnification</u>. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, attorneys, boards, commissions and employees for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of

the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result of any of Lessee's activities or operations on or discharged on or from the Premises during the Term of this Lease. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee's obligations and liabilities under this Section 11.4 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the property or present in the soil or ground water on or under the Premises. If Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's failure to abide by the provision of this Section 11.4, Lessor shall have the right to injunctive relief in the event of any violation or threatened violation by Lessee.

11.5 <u>Remediation</u>. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee results in any Release on the Property in violation or potential violation of any Environmental Law, Lessee shall promptly take action to remediate the affected property at its sole expense as is necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Lessor's approval of such actions shall first be obtained, except in emergency. Notwithstanding Lessor's approval pursuant to this Section 11.5, Lessor is not responsible for directing or managing any remediation action. For purposes of this Section 11.5, the term "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

11.6 <u>Governmental Submittals</u>. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Lessee's operations or actions at the Property which occur during the term of this Lease, then Lessee shall, at the Lessee's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

### **12. PROTECTION OF WETLANDS.**

Lessee shall minimize the destruction, loss, or degradation of wetlands located on the Premises. Lessor believes there are no wetlands existing on the Premises as of the Effective Date. However, before locating new construction in wetlands, if any exist, Lessee shall contact Lessor and the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act. For purposes of this Section 14, the term, "new construction," includes structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

### 13. SPECIAL PROVISIONS.

13.1 Lessee shall comply with all applicable Federal, State, and local occupational safety and health regulations.

13.2 Lessee shall be responsible for determining whether it is subject to State and local sanitation, licensing, building code or building permit requirements and whether or not it requires a permit to do business and for compliance with them to the extent they are applicable.

### 14. INSURANCE.

14.1 <u>Coverage Required</u>. Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises:

14.1.1 Lessee shall, at its own cost, maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00 per occurrence, insuring against all liability of Lessee and its authorized representatives arising out of and in connection with the Lease and/or the use of the Premises by the Lessee, its guests, invitees, agents, contractors and employees. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under the indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$5,000,000.00.

14.1.2 Lessee's comprehensive general liability insurance policy shall name the Lessor, and its elected and appointed officials, officers, agents, employees, attorneys and volunteers as additional insureds.

14.1.3 Lessee's insurance policy shall provide the following: 1) the policy cannot be cancelled, or reduced in its coverage amounts, or otherwise substantially modified in any material respect until and unless 30 days written notice is received by the Lessor; 2) the insurance company shall have no recourse against the Lessor for payment of any premium or for assessments under any form of policy; and 3) the Lessee's policy is intended as primary coverage for the Lessor and any insurance or self-insurance maintained by the Lessor shall apply only in excess of, and not in contribution with, the insurance provided by the Lessee's policy.

14.1.4 Lessee shall furnish a certificate of such coverage to Lessor in a form acceptable to Lessor, prior to the Effective Date and shall continue to provide such certificates throughout the term of this Lease. For the insurance required under this Lease, Lessee will name the City of Holbrook, its agents, elected and appointed officials, employees, officers, attorneys and volunteers as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts. Lessee will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under this Agreement. Lessee's insurance shall be primary of all other sources available. When the City is a certificate holder and/or an additional insured, Lessee agrees that no policy will expire, be cancelled, or be materially changed to affect the coverage without 30 days advance written notice to City.

14.1.5 The procuring of coverage by insurance, or self-insurance, shall not be construed to be a limitation upon the liability imposed by, or as a full performance of, the indemnification provisions of this Agreement. The insurance requirements herein are minimum requirements for this Lease and do not limit the indemnity promise(s) contained in this Lease. Failure to maintain the required coverage, by insurance or self-insurance, shall constitute a default of this Lease and is grounds for immediate termination of the Lease.

14.1.6 The insurance required herein must be in effect at or prior to the execution of this Agreement and remain in effect for the duration of the Initial Term and any Successive Term of this Agreement.

14.1.7 The insurance policies required herein must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, officers, employees, elected and appointed officials, and volunteers for any claims arising out of the services provided by Lessee.

14.1.8 Lessee shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Lessee's use or occupancy of the Premises in accordance with Section 17 herein, in writing and as soon as practicable.

14.4 <u>Additional Insurance</u>. At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this Section 14 is no longer adequate, require Lessee to increase its coverage.

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### 15. SURRENDER OF POSSESSION.

15.1 <u>Condition of Property</u>. Upon the expiration or termination of this Lease, Lessee's right to occupy the Premises and exercise the privileges and rights granted under this Lease shall cease, and Lessee shall peaceably surrender the same and leave the Premises broom clean and in good condition except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Premises which are not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, to remove the same from the Premises, and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within the thirty (30) day period immediately following Lease termination shall become a part of the Premises, and ownership thereof shall vest in Lessor.

15.2 <u>Holding Over</u>. Lessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term and in such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at one hundred fifty percent (150%) of the amount payable during the last year of the Term and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Lessor as a result of

Lessee's holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Premises to a new lessee.

### **16.** INSPECTION BY LESSOR.

Lessor may enter upon the Premises at reasonable times and upon reasonable notice for any reasonable purposes including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions such as fire protection or security purposes.

#### 17. NOTICES.

17.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO LESSOR:	City of Holbrook, Arizona
	ATTN: City Manager
	P.O. Box 970
	Telephone: 928-524-6225
TO LESSEE:	Jay Foster
-	Carbon Utility

17.2 Any notice shall be deemed to have been received two (2) days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this Section.

### **18. SEVERABILITY.**

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

### **19. SALES AND PROPERTY TAXES.**

Lessee shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fees or other tax assessed as the result of its occupancy of Premises or conduct of business at the Premises under authority of this Lease, including any such tax assessable on Lessor. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor, such tax shall also be paid by

Lessee for the period this Lease is in effect to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Lessee's business.

### 20. APPROVALS, CONSENTS AND NOTICES.

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate party, and may not be established solely by oral testimony.

### 21. LIENS AND MORTGAGES.

Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Lessee's interest in the Premises. Any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section, constituting a failure to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

### 22. GOVERNING LAW; ATTORNEY'S FEES.

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action brought under this Lease shall, at the option of Lessor, lie in Navajo County, Arizona. In the event of any litigation or arbitration between Lessor and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

### 23. RULES AND REGULATIONS.

Lessee shall at all times comply with all Federal, State and local laws, ordinances, rules, and regulations which are applicable to its operations, the Premises itself (including but not limited to the Americans with Disabilities Act), or the operation, management, maintenance, or administration of the Premises, including all laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall be responsible for controlling and preventing disruptive pedestrian and vehicle traffic associated with its business. Lessee also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request.

### 24. CORPORATE AUTHORIZATION.

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation, Lessee has obtained and been granted the full right, power and authority to enter into this Lease.

### 25. UTILITY LINES AND SERVICE CHARGES.

25.1 Lessee shall, at no cost or expense to Lessor, provide or arrange for any public utility, water and sewage lines and connections that are needed in connection with any building(s), structure(s) or other improvement(s) placed on the Premises by Lessee and shall be responsible for the maintenance of such lines and connections from where they enter the Premises. If requested in advance to do so by Lessee, Lessor may grant reasonable rights-of-way on or across the Premises to suppliers of public utility services for the purpose of supplying Lessee with such services.

25.2 Lessee shall pay for all utilities used in its operations at the Premises. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

25.3 Notwithstanding the execution of this Lease, Lessor retains the right to the continued use of such utility lines and services as are presently on the Premises and the right to repair the same when necessary in Lessor's sole discretion, including but not limited to any utility easements on the Premises. Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee's operations.

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### 26. **RESERVATIONS TO LESSOR.**

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The Premises are accepted "as is, where is" by Lessee subject to any and all existing easements or other encumbrances, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; telephone and telegraph power lines; and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, on or across the Premises, or any part thereof, as will not unreasonably interfere with Lessee's operations hereunder, and to enter upon the Premises for such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on or across any portions of the Premises for the same purposes, provided, that Lessor or the grantee, as applicable, shall not exercise such rights so as to interfere unreasonably with Lessee's operations on the Premises and all such interference shall be minimized. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions that the surface of the Premises shall be restored to its original condition, at no cost to Lessee, upon the completion of any construction.

#### 27. REQUIRED PROVISIONS.

27.1. The following provisions are included in this Lease:

27.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

27.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

### 28. ARCHEOLOGICAL OR CULTURAL RESOURCES.

In the event any archeological or cultural resources are discovered on the Premises, Lessor shall use its best efforts to expedite any necessary actions with respect thereto, at Lessor's sole cost and expense; provided, however, that in the event the necessary actions with respect to any archeological or cultural resources exceeds or is estimated to exceed \$1,000.00, Lessee shall be entitled to terminate this Lease upon ten (10) days prior written notice to Lessor.

### 29. DEFAULT BY LESSOR.

In the event of any alleged breach by Lessor of its covenants contained in this Lease, Lessee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Lease; provided, however, Lessee may not exercise any such right or remedy unless Lessee has notified Lessor by written notice of such alleged default, and Lessor has not cured such default within the thirty (30) day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, Lessor has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be entitled to terminate this Lease or to abate or offset any installment of Base Rent or any other payments to be made by Lessee hereunder.

### **30. MISCELLANEOUS.**

30.1 <u>Personal Liability</u>. No member of or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease because of any breach thereof or because of its execution or attempted execution.

30.2 <u>No Waiver</u>. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

30.3 <u>Non-Waiver of Rights</u>. No waiver or default by Lessor of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the terms and conditions of this Lease.

Amendment. Only a written instrument executed by the Parties may amend this 30.4 Lease.

Invalid Provisions. Should any provision of this Lease or any application thereof 30.5 be held invalid by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

Litigation Expenses. In the event of litigation between Lessor and Lessee, the 30.6 prevailing Party shall be entitled to recover its attorney's fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

30.7 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Lease or any term thereof.

Entire Agreement. This Lease, including exhibits attached hereto at the time of its 30.8 execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

SERVICE ARTICLES ARTICLES

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#### 31. **INCORPORATION OF RECITALS.**

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference. 

#### 32. SIGNATURE

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The parties have executed this Lease as of the Effective Date.

### **[SIGNATURES ON FOLLOWING PAGE]**

### **LESSOR:**

CITY OF HOLBROOK, an Arizona municipal corporation

By

Kathleen Smith, Mayor

ATTEST:

Lisa Hunt, City Clerk

APPROVED AS TO FORM:

Allen Quist, City Attorney

ACKNOWLEDGEMENT

STATE OF ARIZONA COUNTY OF NAVAJO

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, before me personally appeared Kathleen Smith, the Mayor of the CITY OF HOLBROOK, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Property Lease Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

### [ADDITIONAL SIGNATURE ON FOLLOWING PAGE]

**LESSEE:** 

### STATE OF ARIZONA COUNTY OF NAVAJO

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared whose identities were proven to me on the basis of satisfactory evidence to be the persons they claim to be, and acknowledged that they signed the Property Lease Agreement.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

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(Seal and Expiration Date)

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Notary Public in and for the State of Arizona

### Exhibit A

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### DESCRIPTION OF PREMISES

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Holbrook Townsite: Lots 14,15,16,17,18,19,20, Block 13

KELMEN WERDER MART LINE

2026
2025
2024
Taxes
Zoning

•	20
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\$ District Charges 🗠 Sales

🖽 Other

Convership: Holbrook City Of Po Box 970 Holbrook AZ 86025-0970 Last Recording: 12/08/1987 for \$16,800.00 Location: Site: Size: 0.62 PLSS TRS: T17N R21E S06 Tax Area: 0350 Assessor Description: Holbrook Townsite:Lots 14,15,16,17,18,19,20, Block 13
Holbrook City Of Po Box 970 Holbrook AZ 86025-0970 Last Recording: 12/08/1987 for \$16,800.00 Location: Site: Size: 0.62 PLSS TRS: T17N R21E S06 Tax Area: 0350 Assessor Description: •
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Tax Area: 0350 Assessor Description: 🜑
Assessor Description: 1
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Assessment Method:
Type: Exempt
Approach: Market
Ratio: 15.00%
Exemption: Full Exemption - FCV
Exempt Amount: \$825.00
Legal Class: Vacant/Agricultural Land
Assessment:
Land Value: \$5,497.00
Improvement: \$0.00
Full Cash Value: \$5,497.00
Full Cash Assessed: \$0.00
Limited Value: \$5,469.00
Limited Value Assessed: \$0.00





## **CITY COUNCIL ACTION ITEM REQUEST**

Date: 05/28/2025

To: Honorable Mayor Smith and Council Members

From: Randy Sullivan

Subject: Notice of Intent to Increase Rates, Fees, and Charges

### **BACKGROUND AND DISCUSSION:**

City staff have been working on updating all the fees charged. Furthermore, Council and staff have had several work sessions discussing potential increases in Rates, Fees, and Charges. This will give all customers a more advanced notice on potential increases and documentation. This notice will also provide the Council with a special meeting date of July 30<sup>th</sup>, 2025, to discuss all fees. Staff have prepared a fee schedule separated by sections. Each section will have a separate Resolution on the July meeting to discuss and potentially pass.

### FINANCIAL IMPLICATIONS:

Various implications are based on the individual increases and the utilization of the fees. Each section of fees will be changed by individual resolutions identifying the changes.

### ALTERNATIVES:

Don't approve Notice of Intent

### **REQUEST FOR COUNCIL ACTION:**

Approve the City to proceed with the Notice of Intent to adopt updated fees

### ATTACHMENTS:

Fee Schedules and backup documentation

### **CITY OF HOLBROOK**

### NOTICE OF INTENT – PROPOSED NEW OR INCREASED RATES, FEES, AND CHARGES

Pursuant to A.R.S. § 9-499.15, the City of Holbrook provides Notice of Intent that the City of Holbrook intends to adopt new or increase certain rates, fees, and charges related to all services and fees charged. This Notice of Intent will be posted on the City's website with a copy of the report and/or data supporting such changes to the City's fee schedule and be distributed through the City's social media accounts.

The Holbrook City Council will consider the revisions to its fee schedule at a special meeting held on July 30th, 2025 in the City Council Chambers, 465 1<sup>st</sup> Ave, Holbrook, Arizona, as part of the Special Council Meeting scheduled to begin at 6:00 pm.

# IF APPROVED BY COUNCIL, THE RATES, FEES, AND CHARGES WILL BECOME EFFECTIVE ON SEPTEMBER 1st, 2025.

A copy of the City's fee schedule and written report supporting these new and/or increased fees, rates, and charges may be reviewed at the office of the City Clerk of the City of Holbrook, 465  $1^{st}$  Ave, Holbrook, Arizona during normal office hours, Monday through Thursday, 7 a.m. – 5 p.m. Information is also available on the Holbrook website at: www.holbrookaz.gov. Persons wishing to comment on the proposed changes may do so, in writing, prior to the meeting listed above or may testify in person at the meeting. The City Council may adopt any of the above fees, rates, and charges at its meeting.

Dated this 29th day of May, 2025.

CITY OF HOLBROOK

12 8 1 4 4 1

Lisa Hunt, City Clerk

DATE POSTED ON CITY WEBSITE: May 29th, 2025.

TAS:cmy 3341719.1 8/23/2018

### **Report on Proposed Fee for Faxes**

### Introduction

The City of Holbrook provides outgoing fax services for customers.

### **Justification for Fee**

### 1. Cost Recovery

The current fee for outgoing fax services is set at \$0.00, providing no revenue to offset the administrative and labor costs associated with this service. Updating this fee to \$1.00 per page ensures that the city can adequately fund its office equipment without fully relying on the general funds.

### 2. Alignment with Modern Standards

The current fee of \$0.00 does not reflect the actual costs of sending faxes.

### 3. Increase Demand and Complexity

Many agencies within and surrounding the area no longer provide fax services, this has greatly increased the demand for this service at City Hall.

### 4. Regional and Market Competitiveness

The fee of \$1.00 for this service is lower than those charged in the surrounding areas. This fee will ensure fairness and competitiveness.

### 5. Operational Efficiency and Improved Services

The additional revenue created by charging a fee for fax services will enable the city to invest in staffing and office supplies.

### 6. Conclusion

The proposed fee reflects the city's efforts to align with modern standards, recover operational costs, and provide improved services. This fee is necessary to sustain the growing demand for fax services.

Approval of the proposed fee increases is recommended to secure the financial sustainability of this critical city function.

### Report on Proposed Increases for Building Inspection and Zoning Fees

### introduction

The City of Holbrook has conducted a thorough analysis of its building inspection and zoning fees compared to Navajo County and surrounding municipalities. The review highlights that current fees are outdated, with some rates unchanged since 1997. These fees no longer cover the rising costs of providing building inspection, zoning, and permitting services, nor do they reflect the increased complexity of modern construction and zoning requirements.

This report outlines the justification for increasing these fees to better align with operational costs, provide consistent service, and ensure compliance with updated codes and regulations.

### Justification for Fee Increases

### 1. Cost Recovery

Many of Holbrook's fees, such as permit renewals, plan reviews, and re-inspections, are currently set at \$0.00, providing no revenue to offset the administrative and labor costs associated with these services. Similarly, fees for inspections, permits, and variances are significantly lower than county and market standards. Updating these fees ensures the city can adequately fund its inspection and zoning departments without relying on general funds.

### 2. Alignment with Modern Standards

Current building permits are still calculated based on 1997 valuation tables, which do not reflect the costs of modern construction. Using outdated metrics undermines the city's ability to enforce safety and quality standards. Updating fees in line with IRC 2018 valuation formulas ensures that the city complies with modern building codes and covers the costs of enforcement.

### a. Increased Demand and Complexity

Growth in Holbrook's residential and commercial sectors, including solar installations and other modern systems, has increased demand for specialized inspections and permits. Fees for services like solar system permits, panel upgrades, and conditional use permits need to reflect the expertise and resources required for these tasks.

### 4. Regional and Market Competitiveness

Holbrook's fees for many services, such as sign permits, variance applications, and gas line inspections, are significantly lower than those charged in nearby municipalities. Updating fees will align Holbrook with regional standards while ensuring fairness and competitiveness.

### 5. Operational Efficiency and Improved Services

The additional revenue from updated fees will enable the city to invest in staff training, technology, and resources to streamline permitting and inspection processes. This will result in faster service delivery, higher compliance rates, and better support for residents and businesses.

Page 1 of 2

Service	Details	Current Fee	Proposed Fee	Regional Comparison (Average)	
Building Permit	Based on IRC 2018 valuation formulas	1997 Valuation	2018 Valuation	Market-Driven	
Solar System	Residential installation	\$47.00	\$100.00	\$125.00	
Permit Renewal	Every 6 months prior to expiration	\$0.00	\$20.00	\$50.00	
Permit Reactivation	If permit expired	\$0.00	10% of original fee	\$100.00 -	
Plan Review	Credited towards permit \$0.00 \$100.00		\$150.00		
Sign Permit	Commercial - 1 year waived if\$50.0existing\$1.50/s		\$75.00 + \$2.00/sq ft	\$100.00+	
Fence Permit	Residental/Commercial	\$0.00	\$25.00	\$30.00	
Certificate of Occupancy	New Residential/Commercial	\$0.00	\$75.00	\$100.00	
Inspection Fee	If no specific fee is indicated	\$47.00	\$75.00	\$100.00	
Re-Inspection Fee	Per re-inspection	\$0.00	\$75.00	\$100.00	
Meter Loop Inspection	For installation	\$47.00	\$75.00	\$90.00	
Gas Line Inspection	For installation	\$47.00	\$75.00	\$90.00	
City Business License	Annually	\$0.00	\$35.00	\$50.00	
Special/Emergency Inspections	On Fridays, minimum 1 hour charge	\$0.00	\$75.00/hr.	\$100.00/hr.	
Panel Upgrade Inspection		\$47.00	\$75.00	\$100.00 <sup>!</sup>	
Variance		\$100.00	\$250.00	\$300.00	
Conditional Use Permit		\$80.00	\$150.00	\$200.00	
Zone Change		\$150.00	\$250.00	\$300.00	
Emergency Inspections		\$150.00	\$250.00	\$350.00	

### Conclusion

The proposed fee adjustments reflect the city's efforts to align with modern standards, recover operational costs, and provide improved services. These changes are necessary to sustain the growing demand for building inspection and zoning services while ensuring fairness and regional competitiveness.

Approval of the proposed fee increases is recommended to secure the financial sustainability of these critical city functions and maintain high standards for public safety and development oversight.

Page 2 of 2

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### **Report: Justification for Increasing Fitness Center Membership Fees**

### Introduction

the City's fitness center operates at a rate that is currently below industry standards. To sustain and improve the quality of services provided, it is recommended to increase both the monthly membership and one-time usage fees. These changes will help cover rising operational costs, improve equipment upkeep, and enhance member experience.

### **Current and Proposed Fee Structure**

Fee Type	<b>Current Fee</b>	<b>Proposed Fee</b>		
Monthly Membership Fee	\$12.50	\$20.00		
One-Time Usage Fee	\$6.00	\$10.00		

### Justification for Fee Increases

- 1. National Benchmarking https://renewberiatrics.com/cym-membership-statistics/-::":text=Costs of Gym Membership Statistics@text=Gym memberships typically range from fall between %24500 and %24700, and Current Rates:
  - Industry Standard Monthly Fees: The average monthly cost of a gym membership in the U.S. is \$58, with typical monthly rates ranging from \$10 to \$40, plus additional fees such as initiation and annual dues.
  - Current Fees Comparison: At \$12.50 per month, our current rate is well below industry standards and among the lowest available nationally.
  - **One-Time Usage Fee Context:** Many gyms charge an initiation fee ranging from \$100 to \$200. Our current one-time usage fee of \$6.00, in lieu of an initiation fee, is significantly below these standards.

### 2. Proposed Fee Adjustment:

- Monthly Membership Fee: An increase from \$12.50 to \$20 would keep the membership fee competitive yet aligned with industry trends, enhancing our ability to cover ongoing operational costs and improve services.
- **One-Time Usage Fee:** Adjusting the one-time usage fee from \$6.00 to \$10 supports necessary funding for facility upkeep and improvements. This revised fee is still well below industry-standard initiation charges.

### 3. Financial Impact of Fee Increases:

• These adjustments will help generate necessary funds for maintaining the fitness center and improving equipment and facilities. The increased revenue will allow the City to address operational costs without needing to add new surcharges.

### 4 Affordability and Accessibility for Members:

• With a proposed \$20 monthly fee and a low one-time usage fee of \$10, our center's pricing remains very competitive, accessible, and substantially below national averages.

### Conclusion

The proposed fee increases from \$12.50 to \$20 for monthly memberships and from \$6.00 to \$10 for the onetime usage fee will support the fitness center's financial health, improve services, and ensure a sustainable, hig quality fitness facility for the City's residents. These adjustments align with industry norms while keeping membership affordable.

### **Current Fees and Proposed Changes:**

<b>Fee Type</b>	Current Recommended Fee Fee		Notes
Non-Profit Usage	\$5.00	\$5.00	No change; maintains affordability for community groups
Electricity Usage (New Fee)	N/A	\$20.00	Applies to all other users to cover electricity costs

### Justification for New \$20.00 Electricity Usage Fee

- 1. **Cost Recovery:** Implementing a \$20.00 fee for electricity usage at Gillespie Park will help recover some of the operational costs associated with powering events. Many park users, such as vendors and event organizers, require access to electricity for equipment, lighting, and other amenities. The new fee ensures these costs are shared by users rather than covered entirely by the city's resources.
- 2. Equitable Contribution: While non-profits will continue to benefit from a \$5.00 usage fee, other users will contribute \$20.00 toward electricity costs. This approach provides equitable support for non-profit events while ensuring that commercial users pay their fair share for resource usage.
- 3. Sustainability: The proposed \$20.00 electricity fee will support the sustainable maintenance of Gillespie Park by providing funds to offset power usage costs. This fee will also help maintain a reliable power supply, benefiting all park patrons and promoting responsible resource management.

### Conclusion

Adding a \$20.00 electricity fee for users at Gillespie Park is a practical step to cover increasing energy costs associated with park usage. The structure retains the existing \$5.00 fee for non-profit organizations, supporting their community-focused events while ensuring that other users contribute to the costs associated with electricity usage. This new fee will enhance the park's sustainability and help maintain quality services for the Holbrook community.

### Introduction

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The City of Holbrook is considering a fee adjustment for Hidden Cove Golf Course to better align with regional market trends and improve operational sustainability. This report compares current fees at Hidden Cove with suggested increases, analyzes rates charged by nearby golf courses, and includes a percentage increase for each fee category. The goal of these adjustments is to enhance the financial stability of the course while continuing to offer affordable recreational options for residents and visitors.

### Current Fee Structure, Proposed Adjustments, and Percentage Increases

The following table outlines the current fees at Hidden Cove Golf Course, the suggested increases, and the percentage change for each fee. A comparison with fees charged at Snowflake, Birdy Ranch, and Elephant Rock is also included for reference.

Category	Current Fee	Suggested Fee	% increase	Snowflake Fee	Birdy Ranch Fee	Elephant Rock Fee
Single 9 Hole Walking	\$10	\$15	50%	\$20	\$40	N/A
Single 18 Hole Walking	\$20	\$25	25%	\$29	\$69	\$85
Single Monthly Greens Fee	\$40	\$70	75%	\$90	\$275	N/A
Single Yearly Greens Fee	\$450	\$700	56%	\$800	\$3,200	\$825
Senior Monthly Greens Fee	\$36	\$60	67%	N/A	N/A	N/A
Senior Yearly Greens Fee	\$405	\$600	48%	N/A	N/A	N/A
Family Monthly Greens Fee	\$45	\$110	144%	\$150	\$375	N/A
Family Yearly Greens Fee	\$495	\$1,100	122%	\$1,500	\$4,500	\$1,125
Cart Only 9 Holes	\$10	\$15	20%	\$14	N/A	N/A
Cart Only 18 Holes	\$15	\$20	20%	\$20	N/A	N/A
Cart Barn Monthly Rental	\$18	\$50	178%	\$70 (Trail Fee)	N/A	N/A
Disc Golf Fee	N/A	\$10	N/A	N/A	N/A	N/A
Trail Fee	N/A	\$5	N/A	N/A	N/A	N/A

### **Key Considerations for Fee Increases**

### 1. Market Competitiveness:

• Hidden Cove Golf Course's current fees are well below market rates. Nearby courses such as Snowflake, Birdy Ranch, and Elephant Rock charge significantly higher fees across all categories.

### 2. Operational Costs:

• Rising costs for maintaining the course, including equipment, water, labor, and general upkeep, necessitate increased revenue to sustain operations. The current fees do not generate sufficient revenue to keep pace with these growing expenses.

### 3. Course Improvements:

• To enhance the playing experience and attract more golfers, ongoing course improvements are essential. The additional revenue from increased fees will help fund projects such as improve landscaping, better course facilities, and potential expansions of services.

### 4. Competitiveness:

• Even with the proposed increases, Hidden Cove Golf Course will remain significantly more affordable than regional competitors. This positions it as a value-driven option for golfers, attracting local residents while maintaining its ability to draw visitors from neighboring communities.

### 5. Sustainability:

• Without fee adjustments, the City risks running the golf course at a loss, which could lead to either decreased service quality or reliance on external subsidies. The proposed increases ensure that the course remains financially viable and continues to serve the community effectively.

### 6. Community Engagement:

• While fee increases can be challenging, the proposed rates still provide value and flexibility for residents. By offering a variety of rate tiers (e.g., senior and family discounts), the course remains accessible

### **Reasoning for Percentage Increases**

The proposed percentage increases for the golf course fees are designed to balance several factors: the need reduce operational losses, ensure community access, and keep Holbrook's golf course fees competitive with nearby facilities. Here's a breakdown of the reasoning behind each percentage increase:

1. Single 9 Hole Walking Fee:

- Reasoning: The current 9-hole walking fee is significantly lower than the market rate for nearby courses, such as Snowflake (\$20) and Birdy Ranch (\$40). Increasing this fee by 50%, from \$10 to \$15, helps align Hidden Cove's pricing closer to the regional norm while still remaining affordable.
- Impact: This increase will provide a modest boost in revenue without burdening players. Hidden Cove will still be priced 25% lower than Snowflake, making it a more attractive option for budget-conscious golfers while generating additional revenue for course upkeep.

### 2. Single 18 Hole Walking Fee:

- Reasoning: The current fee for 18 holes of walking is below average, with nearby courses charging up to \$85. Raising the fee by 25%, from \$20 to \$25, keeps Hidden Cove competitive but ensures the fee structure better supports operational costs.
- Impact: This increase is relatively modest compared to competitors, allowing the course to remain accessible. It will improve the revenue stream needed to cover ongoing maintenance and potentially fund small-scale improvements.

- 3. Single Monthly Greens Fee:
  - Reasoning: The single monthly greens fee is set far below regional courses, some of which charge up to \$275. A 75% increase (from \$40 to \$70) reflects the growing costs of maintaining the course while still offering an affordable alternative to higher-priced options.
  - Impact: The increase provides a more sustainable revenue stream for the course while maintaining a low monthly option for frequent golfers. This helps improve the quality of the course without drastically reducing affordability.
- 4. Single Yearly Greens Fee:
  - Reasoning: Nearby courses charge up to \$3,200 for yearly greens fees, which is much higher than the \$450 currently charged at Hidden Cove. Increasing this by 56%, to \$700, brings the fee more in line with market standards while remaining affordable for regular players.
  - Impact: A higher yearly fee will better cover operational costs and provide long-term financial sustainability. Even with the increase, Hidden Cove will still offer one of the best values in the region, which should help maintain membership.
- 5. Senior Monthly Greens Fee:
  - Reasoning: The senior monthly fee has not been adjusted to reflect inflation and operational costs. The proposed 67% increase, from \$36 to \$60, balances the need to support course operations with providing a discounted rate for seniors.
  - Impact: This increase helps ensure that the course remains financially viable while maintaining affordability for seniors. The increase is moderate and keeps Hidden Cove more affordable compared to other courses.
- 6: Senior Yearly Greens Fee:
  - Reasoning: To maintain fairness with other categories, the senior yearly fee will increase by 48%, from \$405 to \$600. This increase reflects inflationary pressures while keeping the fee lower than other courses, ensuring accessibility for senior golfers.
  - Impact: Seniors will continue to benefit from a discounted yearly rate, which remains affordable compared to regional competitors. This fee helps ensure that senior golfers contribute to the course's sustainability.

7. Family Monthly Greens Fee:

- Reasoning: The current family monthly fee is exceptionally low compared to the costs of maintaining family-friendly services. A 144% increase (from \$45 to \$110) reflects the true cost of family membership and enables the course to offer additional family-oriented services.
- Impact: The higher fee will support the introduction of new family events and facilities, improving the experience for families. While the increase is substantial, it remains competitive with regional courses and enhances the overall family value proposition.
- 8. Family Yearly Greens Fee:
  - Reasoning: The current family yearly fee does not generate enough revenue to cover operational costs for family-oriented services. A 122% increase (from \$495 to \$1,100) ensures that the fee reflects the cost of maintaining these services and keeping the course competitive.
  - Impact: This increase supports the addition of more family amenities and programming, ensuring the course remains attractive to families while generating sufficient revenue to cover the costs associated with family membership.
- 9. Cart Only 9 Holes Fee:
  - Reasoning: Cart maintenance costs have increased, and the current \$10 fee does not cover the expenses. A 50% increase, bringing the fee to \$15, is reasonable and aligns with the pricing of nearby courses.
  - Impact: This modest increase will help maintain the golf cart fleet without significantly impacting affordability for golfers who prefer to use carts for shorter rounds.
- 0. Cart Only 18 Holes Fee:
  - Reasoning: Similar to the 9-hole fee, the current 18-hole cart fee is insufficient to cover maintenance costs. A 30% increase, from \$15 to \$20, ensures better alignment with operational needs.
    - Impact: This fee increase will generate additional revenue to help maintain the cart fleet and cover costs related to upkeep, while still keeping the course affordable.
- ... Cart Barn Monthly Rental Fee:
  - Reasoning: The current cart barn fee is significantly below market rates and does not cover the costs of
    providing storage space. A 178% increase, from \$18 to \$50, brings the fee closer to regional averages
    and covers the cost of storage and utilities.
  - Impact: This substantial increase reflects the true cost of the service. It will ensure that the storage facilities remain operational and well-maintained, offering better value for customers in the long term.

### 2. Disc Golf Fee:

- Reasoning: A new disc golf fee of \$10 is introduced to capitalize on the growing popularity of the sport and generate additional revenue. This fee reflects the cost of maintaining the course for disc golfers and offering related services.
- Impact: The introduction of the disc golf fee will attract a new demographic of players, enhancing t diversity of offerings at Hidden Cove. It will also help fund maintenance for both traditional golf and disc golf areas, ensuring long-term sustainability.

### 13. Trail Fee:

- Reasoning: A \$5 trail fee is introduced to support trail maintenance and ensure the quality of walking paths at the course. This fee aligns with practices at other courses that charge for trail use or similar amenities.
- o Impact: The trail fee will generate additional revenue specifically for maintaining and improving the trails. This will improve the walking experience for golfers and other recreational users, ensuring the longevity of the course's infrastructure.

### Conclusion

The proposed fee increases for Hidden Cove Golf Course are necessary to ensure the sustainability of the course and to provide an improved recreational experience. Rising operational costs, the need for course improvements, and market competitiveness justify these changes. The modest percentage increases, when compared to fees at other regional golf courses, demonstrate that Hidden Cove will continue to offer exceptional value while covering essential maintenance and operational expenses. These adjustments are a proactive step toward maintaining the quality and longevity of the course for years to come.

#### Introduction

The City of Holbrook's public pool has been operating at a significant financial loss for the past three years. The primary reasons for these losses include the rising costs of utilities and staffing, with a large portion attributed to lifeguard salaries and maintenance expenses. Despite efforts to control costs, the pool has consistently experienced losses exceeding \$120,000 annually.

This report outlines the current financial situation, analyzes the cost recovery challenges, and provides recommendations for revising pool fees to help offset these losses.

#### Financial Analysis

Year	Revenue	Maintenance	Utilities	Lifeguards	Loss
2022	\$14,343.75	\$53,771.55	\$9,910.52	\$74,252.40	-\$123,590.72
2023	\$14,135,89	\$53,771.55	\$11,011.70	\$74,252.40	-\$124,899.76
2024	\$13,913.63				-\$126,345.55

Despite slightly decreasing revenues, the costs associated with operating the pool (particularly utility and lifeguard costs) have continued to rise. In 2024, losses are projected to exceed \$126,000, making it clear that adjustments must be made to the fee structure to ensure the sustainability of the facility.

# Key Considerations for Fee Increases

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1. Rising Costs of Operations:

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Utility costs have increased from \$9,910.52 in 2022 to \$12,235.23 in 2024, reflecting a 23% increase over two years.

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• Lifeguard costs, while stable at \$74,252.40 annually, make up a significant portion of operational expenses.

#### 2. Revenue Shortfalls:

 Current revenue generation, based on the current fee structure, is insufficient to cover even a small fraction of operational costs. For instance, the total revenue in 2024 of \$13,913.63 only covers approximately 10% of the total expenses.

#### 3. Fee Structure Benchmarking:

• The current fee structure has remained unchanged for several years and no longer aligns with the cost of providing services.

#### 4. Community Engagement:

 While increasing fees may present a burden to some residents, maintaining the pool's operation is essential for community well-being. Public input and tiered fee increases could help mitigate concerns.

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<b>Fee Type</b>	<b>Current Fee</b>	<b>Recommended</b> Fee	% Increase
Child 5 and under	\$1.25	\$2.00	60%
Child 6-17	\$1.75	\$3.00	43%
Adult 18-61	\$2.25	\$4.00	56%
Senior 62+	\$2.00	\$3.00	50%
Child 0-17 (40 swims)	\$40.00	\$55.00	38%
Adult 18-61 (40 swims)	\$70.00	\$90.00	29%
Family (3)	\$115.00	\$145.00	26%
Family (4)	\$135.00	\$175.00	30%
Family (5+)	\$160.00	\$210.00	31%
Water Aerobics (Monthy)	\$12.00	\$20.00	50%
Lessons (10)	\$12.00	\$20.00	67%
Rental (includes 2 Lifeguards)	\$60.00-HR	\$85.00-HR	42%
leaning deposit	\$50.00	\$75.00	50%
xtra Lifeguard	\$14.00	\$20.00	43%

**Reasoning for Percentage Increases** 

 The proposed percentage increases for the pool fees are designed to balance several factors: the need to reduce operational losses, ensure community access, and keep Holbrook's pool fees competitive with nearby facilities. Here's a breakdown of the reasoning behind each percentage increase:

- 1. Child 5 and under (60% Increase)
  - Reasoning: Children are the primary users of the pool, and the existing fee is very low. A modest increase from \$1.25 to \$2.00 still keeps the pool affordable for families, while contributing more to operational costs.
  - Impact: This brings the fee more in line with actual costs without overburdening families, while encouraging continued use.
- 2. Child 6-17 (71% increase)
  - Reasoning: Older children often use the pool more independently, and the higher rate reflects this greater usage while remaining affordable for students and young users.
  - o Impact: This fee increase will help ensure that older children contribute more to cost recovery.
- 3. Adult 18-61 (78% Increase)
  - Reasoning: Adults are less frequent users, but the costs of operating the pool remain the same regardless of the age group. Increasing the adult rate from \$2.25 to \$4.00 better reflects the real cost of pool usage.
  - o Impact: The fee is still modest, encouraging use while improving revenue.

- 4. Senior 62+ (50% Increase)
  - Reasoning: Seniors often rely on public amenities for recreation. A slight increase in fees from \$2.00 to \$3.00 balances the need for cost recovery while keeping the pool affordable for seniors on fixed incomes.
  - Impact: This increase remains compassionate toward seniors but also helps address the overall funding gap.
- 5. Child 0-17 (40 Swims) (38% Increase)
  - Reasoning: The 40-swim package is popular with families, and increasing the fee from \$40 to \$55 ensures that regular users contribute fairly to pool operations.
  - Impact: This package still offers a significant discount per swim compared to single-entry fees, encouraging frequent use.
- 6. Adult 18-61 (40 Swims) (29% Increase)
  - Reasoning: Adults who purchase the 40-swim pass are likely regular users. Increasing this fee from \$70 to \$90 ensures that regular adult users contribute more, but the per-swim cost remains discounted.
  - o Impact: This maintains affordability for frequent users while improving cost recovery.
- 7. Family (3) (26% Increase)
  - Reasoning: Family passes encourage group attendance, and the increase from \$115 to \$145 reflects the significant use of the pool by multiple individuals while keeping the fee competitive.
  - Impact: The family pass still provides substantial savings compared to individual entries, maintaining affordability for families.
- 8. Family (4) (30% Increase)
  - o Reasoning: Larger families contribute more to pool traffic and operational wear and tear. Increasing the fee from \$135 to \$175 helps cover these additional costs while remaining affordable for families with children.
  - o Impact: The per-person cost remains reasonable for family groups.
- 9. Family (5+) (31% Increase)
  - Reasoning: This increase accounts for the higher usage by large families. The \$160 to \$210 increase ensures larger families contribute fairly while still providing significant value compared to individual fees.
  - o Impact: This fee remains competitive for large families while improving cost recovery.
- 10. Water Aerobics (67% Increase)
  - Reasoning: Water aerobics classes require dedicated staff and often involve additional equipment. Increasing the fee from \$12 to \$20 ensures theft specialized sessions contribute more toward covering staffing costs.
  - o Impact: The price remains accessible, given the value. of the specialized service provided.

- 11. Lessons (10 Sessions) (67% increase)
  - Reasoning: Swimming lessons are in high demand and require trained staff. The increase from \$12 to \$20 better reflects the cost of providing this service while remaining affordable for parents.
  - Impact: This price still offers significant value compared to private lessons.
- 12. Rental (Includes 2 Lifeguards) (42% Increase)
  - Reasoning: Pool rentals, especially for private events, require the presence of lifeguards and increased facility maintenance. The fee increase from \$60 to \$85 ensures that private events cover these additional costs.
  - Impact: This fee remains attractive for community events and private parties, contributing more fairly to operational costs.
- 13. Cleaning Deposit (50% Increase)
  - Reasoning: The cleaning deposit increase from \$50 to \$75 ensures that any additional cleaning required after pool rentals is adequately covered, reflecting the rising cost of cleaning services.
  - Impact: This deposit motivates renters to leave the facility in good condition, reducing strain on city staff.
- 14. Extra Lifeguard (43% Increase)
  - Reasoning: The need for additional lifeguards increases staffing costs. Raising the fee from \$14 to \$20 ensures this cost is covered without putting undue strain on city resources.
  - o Impact: This maintains safety while ensuring the pool staff costs are properly compensated.

The percentage increases have been carefully chosen based on factors such as user group affordability, risi operational costs, and comparisons with similar facilities. These increases are moderate enough to maintain accessibility for Holbrook residents while addressing the pool's financial sustainability.

### **Justification for Fee Increases**

- 1. **Cost Recovery:** The proposed fee increases are designed to recover a larger portion of operational costs while still maintaining accessibility for residents. Even with the revised fees, the pool will likely operate at a deficit; however, the loss will be significantly reduced.
- 2. Market Comparison: The recommended fees remain in line with or below those charged by similar facilities in neighboring cities, ensuring that Holbrook's pool remains competitive and affordable for residents.
- 3. Sustainability: The revised fee structure will help ensure that the pool can continue to operate and serve the community without requiring an unsustainable level of financial support from the city's general fund.
- 4. Fairness: The fee structure has been adjusted in a way that equitably distributes the cost burden across different user groups, with moderate increases for children, adults, and families. Special programs such as water aerobics and swim lessons, which require additional staffing, have been adjusted accordingly.

### Conclusion

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Increasing pool fees is a necessary step to address the significant operational losses the City of Holbrook's pool has faced in recent years. The proposed fee increases are moderate, fair, and aligned with the goal of maintaining the pool as a valuable community resource. It is recommended that the city adopt the revised fee structure for the 2025 season to help offset rising costs and ensure long-term sustainability.

# Report: Justification for Increasing Residential Water Utility Deposit to \$250.00

### Introduction

The City of Holbrook currently requires a deposit of \$150.00 for residential water utility accounts. Given recent data indicating that a significant number of accounts on the shut-off list have delinquent balances exceeding the current deposit amount, it is necessary to adjust the deposit requirement to better safeguard the city against unpaid utility bills. In the latest billing cycle, 62 accounts were on the shut-off list, and 55 of these accounts had delinquent balances over \$150, with an average balance of \$279. Increasing the deposit to \$250.00 will help mitigate the financial risk to the city and ensure greater accountability in maintaining up-to-date payments.

### **Current and Proposed Deposit Amounts**

<b>Current Deposit</b>	<b>Proposed Deposit</b>	% Increase
\$150.00	\$250.00	66.67%

### **Justification for Deposit Increase**

- 1. Risk Mitigation and Financial Security
  - The current deposit of \$150.00 has proven insufficient to cover outstanding balances in the event of a shut-off. With delinquent account balances averaging \$279, a \$150 deposit leaves the city exposed to potential revenue loss and additional administrative burdens in managing unpaid accounts.
  - Raising the deposit to \$250.00 provides a more effective safeguard, covering a greater portion of potential delinquencies and reducing the city's financial risk.

### 2. Alignment with Delinquency Patterns

- Of the recent 62 accounts on the shut-off list, 89% (55 accounts) had delinquent balances exceeding the \$150.00 deposit, which indicates that the current deposit amount is no longer adequate for its intended purpose. The new \$250.00 deposit aligns more closely with these delinquency patterns, offering better protection against typical unpaid balances.
- By setting the deposit at \$250.00, the city ensures that it can cover a larger percentage of unpaid balances should an account default, ultimately improving the financial stability of Holbrook's water utility service.

### 3. Administrative Efficiency and Cost Reduction

- Insufficient deposit amounts often lead to additional administrative costs in collecting delinquent accounts and initiating service shut-offs. A higher deposit reduces the frequency and cost of pursuing unpaid bills by providing a more realistic security amount upfront.
- This adjustment allows city staff to spend less time on collections and account management, creating a more efficient process and enabling resources to be directed toward service improvements.

#### 4. Encouraging Timely Payment

- A higher deposit creates a stronger incentive for customers to keep their accounts current, as there is a greater security at stake. This change is likely to reduce delinquency rates and encourage timely payments, helping the city maintain steady cash flow and avoid cost collection measures.
- For customers, this is an opportunity to stay on track with utility payments, fostering more responsible account management and reducing the likelihood of accruing large balances.

#### 5. Fairness

• Additionally, this adjustment equitably distributes the financial responsibility for maintaining utility services, ensuring all residents contribute fairly to the city's cost recovery and risk management efforts.

#### Conclusion

Increasing the residential water utility deposit to \$250.00 is a necessary adjustment to align with current delinquency trends and protect the city's financial interests. This revised deposit better covers potential unpaid balances, reduces administrative costs, and encourages customers to maintain regular payments, enhancing overall service sustainability. With the increased deposit, Holbrook can continue to provide reliable utility services to all residents while effectively managing financial risks associated with unpaid accounts.

It is recommended that the City of Holbrook adopt the proposed deposit increase to ensure adequate security and promote timely payments, benefiting both the city and its residents.

#### Introduction

The City of Holbrook's sanitation department provides essential waste management services, including the collection, processing, and disposal of various types of waste. A review of the current fee structure reveals that many fees do not accurately reflect the true costs of service, particularly for special waste handling and white goods disposal. Additionally, some services such as roll-off fees for commercial green waste, were not explicitly listed in the previous fee schedule despite being charged.

This report justifies the proposed increases to sanitation fees, ensuring they cover the actual costs of operation, align with regional standards, and support the sustainability of Holbrook's sanitation services.

#### Justification for Fee Increases

1. Cost Recovery

The existing fee structure has not accounted for the increasing costs of equipment, fuel and labor required for waste collection and disposal. Special waste services, in particular, have relied heavily on backhoes and other equipment, as well as additional manpower hours, which were not previously factored into the fees

2. Differentiated Rates for "With City Account" and "Without City Account"

Rates for individuals or entities without city accounts have been have been increased at a higher rate than those with city accounts to reflect the additional administrative burden and operational strain these services impose. This ensures fairness to city account holders while covering the added costs of service delivery for non-account holders.

- Category-Based Adjustments for White Goods
   White goods (appliances) have been categorized based on disposal costs. Refrigerators, for instance
   require additional handling due to environmental regulations related to refrigerant disposal. This
   segmentation ensures each fee reflects the true cost of managing that specific item.
- 4. New Roll-Off Fee Transparency

Fees for 20 yard and 10 yard roll-offs for commercial green waste were previously charged but not explicitly listed in the fee schedule. Adding these fees ensures transparency and consistency in billing practices.

5. Roll-Off

The fee for household trash for a 20 yard roll-off is \$425.00. The fee for household trash for a 10 yard roll-off is \$300.

6. Competitive Alignment

The proposed fee increases align Holbrook's rates with regional standards for sanitation services while ensuring the department remains competitive in its pricing.

#### Proposed Fee Adjustments

Service	Current Fee (With Account)	Proposed Fee (With Account)	Current Fee (W/O Account)	Proposed Fee (W/O Account)	Rationale for Increase
Green Waste – Drop Off	Free	No Change	\$7.00	No Change	
Household/ Yard Waste – Cubic Yard	\$12.00	No Change	\$24.00	No Change	
Construction Debris – Cubic Yard	\$24.00	No Change	\$36.00	\$48.00	Increased landfill and transport costs
White Goods – Washer / Dryer / Stove	Free	\$5.00	\$7.00	\$10.00	Environmental disposal requirements
Special Waste- Per Hour	500.00	1000.00	N/A	N/A	Accounts for equipment and manpower expenses
Roll-Off 20 Yard – Commercial Green	\$200.00	\$200.00	N/A	N/A	Formalized fee previously charged but not listed
Roll-Off 10 Yard – Commercial Green	\$100.00	\$100.00	N/A	N/A	Formalized fee previously charged but not listed.

Anticipated Benefits

1. Improved Financial Sustainability

The revised fees ensure the sanitation department can recover costs, reducing reliance on general funds and enabling investments in equipment and infrastructure.

2. Enhanced Service Delivery

Additional revenue from the updated fees will support the hiring of skilled staff, timely equipment maintenance, and process improvements, leading to better service delivery.

3. Environmental Compliance

Higher fees for white goods and special waste reflect the city's commitment to complying with environmental regulations while promoting responsible disposal practices.

**Introduction** The City of Holbrook has reviewed its current cemetery fees and compared them with surrounding communities such as Pinetop-Lakeside, Taylor, Snowflake, and Winslow. Holbrook's fees, particularly for non-residents, are substantially lower than those of nearby municipalities. To maintain quality services, cover operational costs, and ensure the sustainability of cemetery management, we recommend an increase in cemetery fees.

This report outlines the justification for these changes and provides a comparative analysis.

#### **Justification for Fee Increase**

#### 1. Cost Recovery and Maintenance

Current cemetery fees in Holbrook do not adequately cover rising operational and maintenance costs, including labor, equipment, and groundskeeping. As a result, the cemetery operations are partially subsidized by general funds, placing an undue burden on the city's budget. Increasing the fees will help Holbrook better recover these costs while allowing for proper maintenance of the grounds and timely service.

#### 2. Regional Comparison

A regional comparison reveals that Holbrook's fees are notably lower than those of surrounding municipalities, especially for non-residents:

- Standard Grave In-City: Holbrook currently charges \$375, significantly lower than Pinetop-Lakeside's (\$750), Taylor (\$600), Snowflake (\$600), and Winslow (\$450).
- Non-Resident Standard Grave: Holbrook charges \$575 compared to Winslow's \$1200 and Pinetop-Lakeside's \$3000. By
  aligning with other regional fees, Holbrook ensures fair pricing and avoids becoming a low-cost alternative that could
  lead to overburdening city services.

#### 3. Inflation and Increased Labor Costs

The cost of labor, equipment, and materials has steadily increased over recent years. A moderate increase in fees is necessary to accommodate these rising costs. Without an adjustment, the city's general fund may continue subsidizing cemetery operations, potentially diverting resources from other critical municipal services.

#### 4. Improved Services

Increasing fees will allow the City of Holbrook to continue providing quality services, including plot maintenance, timely burials, and upkeep of headstones and crypts. With sufficient revenue, the city can ensure that its cemetery remains a well-maintained, dignified final resting place for the community.

#### 5. Non-Resident Demand

Holbrook experiences demand from non-residents for burial services due to its relatively lower prices compared to other cities. The new fee structure for non-residents is designed to address this demand and reflect the true costs associated with providing burial services for individuals who do not contribute to local taxes.

#### **Proposed Fee Changes**

Fee Category	Current Fee	Recommended Fee	Regional Comparison (Average)
Standard Grave In City (+ 10 Miles)	375.00	600.00	600.00
Standard Grave Navajo County (Over 10	475.00	1200.00	950.00 (Winslow)
miles outside the city, but within Navajo			
County)	575.00	2400.00	
Standard Grave Non-Resident (Outside of Navajo County)	575.00	2400.00	2500.00 (Taylor/Snowflake)
¼ Grave In-City (+10 Miles)	175.00	250.00	N/A
<sup>7</sup> / <sub>4</sub> Grave M-City (+10 Miles) <sup>7</sup> / <sub>4</sub> Grave Navajo County (Over 10 Miles	200.00	450.00	N/A N/A
outside the city, but within Navajo County	200.00	450.00	NA
% Grave Non-Resident (Outside of Navajo	225.00	850.00	N/A
County)	223.00	0.00	
½ Grave In-City (+10 Miles)	200.00	400.00	300.00
½ Grave Navajo County (Over 10 miles	400.00	800.00	425.00
outside the city but within Navajo County)			
½ Grave Non-Resident (Outside of Navajo	450.00	1400.00	475.00
County)			
Open/Close Standard Plot	200.00	250.00	250.00
Open/Close Infant/Urn Plot	200.00	250.00	175.00
Weekend/Holiday Open/Close Additional	100.00	150.00	150.00
Crypt In-City (+10 Miles)	500.00	650.00	800.00
Crypt Navajo County (Over 10 Miles outside	600.00	850.00	850.00
the city but within Navajo County)			
Crypt Non-Resident (Outside Navajo County)	700.00	1100.00	N/A
Crypt Open/Close	100.00	150.00	120.00 (Winslow)
Exhumations	750.00	900.00	900.00
Headstone Setting (Flat Single)	100.00	150.00	125.00
Headstone Setting (Flat Double)	150.00	200.00	N/A
Headstone Setting (Upright Single)	200.00	250.00	N/A
Headstone Setting (Upright Double)	300.00	350.00	N/A
Veteran Plot Including O/C In City (+ 10	500.00	750.00	N/A
Miles)			
Veteran Plot Including O/C in N.C. (Over 10 miles but within N.C)	600.00	1000.00	N/A
Veteran Plot Including O/C Non-Resident	700.00	1800.00	N/A
(Outside Navajo County)			

### Conclusion

The recommended fee adjustments ensure that Holbrook's cemetery services are financially sustainable while remaining affordable compared to other regional municipalities. The increases reflect a balance between operational needs and regional norms, while also maintaining high standards for cemetery services. By aligning the fees with surrounding areas and ensuring adequate funding for maintenance, Holbrook can continue to provide quality, respectful burial services to both residents and non-residents. Approval of the proposed fee increases is recommended to secure the long-term financial health of the city's cemetery operations.

### Justification for Increasing and adding Fees at the Library

### **Proposed Fees:**

-Replacement item Processing Fee: Current Fee \$5.00, Recommended Fee \$20.00

-Adding Fee for Renting the Library Meeting Room: (For Profit Events) \$75.00 for four (4) hours, \$150.00 for eight (8) hours.

### Justification:

**Cost Recovery:** The current \$5.00 processing fee has not been adjusted in over a decade, despite rising costs of materials and labor. Increasing this fee to \$20.00 will help to cover expenses incurred by the city when replacing items, ensuring that these additional costs are met without impacting the other areas of the budget. The fee for rental of the Meeting Room will also help to cover additional costs without impacting other areas of the budget.

**Market and Inflation Adjustments:** In recent years, the costs of materials and labor has significantly increased, making the current fees inadequate to cover replacement expenses fully. The recommended fees align more accurately with current costs, ensuring that the city is not subsidizing these charges from other funds.

**Sustainability:** The proposed fees will contribute to the sustainability of the city's operations by helping to offset costs without drawing on additional city resources. This adjustment will make the replacement process more self-sustaining, allowing funds to be allocated more effectively across other city needs.

### Conclusion

The proposed fees are a necessary adjustment to cover rising material and labor costs. The fees will help ensure that those requiring item replacements contribute fairly to the costs, thereby supporting the city's financial sustainability and allowing for continued effective operations.

# Report: Justification for Increasing the Justice Court Staffing Fee for the City of Holbrook

### Introduction

The City of Holbrook has an Intergovernmental Agreement (IGA) with Navajo County, whereby county judges serve as magistrates for the city's justice court system. This agreement includes a staffing fee, which the city has historically aligned with the county's fee structure to ensure uniformity and cost-sharing benefits. Recently, Navajo County increased its staffing fee from \$30.00 to \$45.00 per Ordinance #03-11. This report outlines the rationale for adjusting Holbrook's fee to match the county's updated rate and provides justifications for this increase.

# Current Fee Structure, Proposed Adjustment, and Percentage Increase

<b>Fee Type</b>	Current Fee	Recommended Fee	% Increase
Justice Court Staffing Fee	\$30.00	\$45.00	50%

### Justification for Fee Increase

### 1. Cost Recovery

- Matching the county's updated staffing fee allows Holbrook to better recover the actual costs associated with maintaining and operating the justice court system under the IGA.
- Increasing the staffing fee to \$45.00 aligns Holbrook's contributions with the rising operational costs borne by the county, ensuring continued access to efficient and well-resourced judicial services.

### 2. Consistency and Uniformity

- By mirroring Navajo County's fee structure, Holbrook maintains consistency in the court system, which prevents complications associated with differing bond schedules for city and county cases. A uniform fee structure simplifies processes for all court users, whether they are interacting with county or city services, and reduces confusion for the public and legal professionals.
- This alignment also reinforces Holbrook's collaborative relationship with the county, supporting seamless integration between city and county judicial functions.

### 3. Sustainability

- Ensuring the city's fee is consistent with the county's updated rate will contribute to the financial sustainability of Holbrook's justice court operations. This increase reduces the likelihood of significant subsidies from the city's general fund, helping offset the rising costs associated with the shared judicial services.
- With the updated fee structure, Holbrook can sustain high-quality court operations without compromising other city services or redirecting additional resources from the general fund.

### 4. Fairness

• The proposed fee increase ensures that users of the justice court system contribute more equitably to its operations, especially given the recent rise in expenses. The \$15 increase is proportionate to the county's rate and spreads the cost burden fairly among court users.

• Adjusting the fee to match the county rate also ensures that all individuals are subject to the same fee structure, promoting fairness and transparency in the judicial process.

### Conclusion

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Increasing the Justice Court Staffing Fee from \$30.00 to \$45.00 is a necessary adjustment to maintain cost recovery, ensure consistency in court operations, and uphold a fair and sustainable fee structure. By aligning with Navajo County's updated fee, Holbrook continues to benefit from a cohesive and efficient justice system without imposing an undue financial burden on the city's general fund.

It is recommended that the City of Holbrook adopt the proposed staffing fee increase to ensure the continued viability of justice court services and maintain a unified approach to judicial operations in partnership with Navajo County.

2024 -0995555 Fase Lof 2 Navolo County Reconder - Michael Summis Requested By: BUARD OF SUPERVISUP 96-24 2024 -09102 PM -Recording Fee 40.00



### ORDINANCE NO. 03-11 JUSTICE COURT STAFFING FEE ORDINANCE

#### (Amended on June 25, 2024) Amending Section 2 of Ordinance 03-11

WHEREAS the Board of Supervisors is authorized by A.R.S. §11-251.08 to adopt fee schedules for specific products and services that Navajo County provides to the public; and

WHEREAS by the adoption of Ordinance No. 03-11, effective May 10, 2011, the Board of Supervisors established a Justice Court Staffing Fee in the amount of \$30.00 payable in civil, criminal and traffic cases filed in the Navajo County Justice Courts as set forth in the Ordinance; and

WHEREAS the fee imposed by Section 2.2 of the ordinance shall be reviewed by the Navajo County Finance Department to ensure that the amount collected does not substantially exceed or fail to defray the actual costs of staffing as set forth; and

WHEREAS the Finance Director has recommended an increase in the Justice Court Staffing Fee from \$30.00 to \$45.00, effective July 1, 2024, to defray the costs; and

WHEREAS following a duly noticed public hearing held on this date, the Board finds that the recommended fee of 54500 reflects the increase required to defray the costs.

#### SECTION 2: FEE TO DEFRAY STAFFING COSTS

2.1 <u>Basis for Justice Court Staffing Fee.</u> The Justice Courts in Navajo County, the Navajo County Attorney, Public Defender, and Finance Department have determined that additional staffing is required to keep pace with increased caseloads resulting from population growth in the county. The fee established by this ordinance will not fully defray the costs of such additional staffing but is based on the salary and employee-related expenses for eight clerical and attorney positions serving the Justice Courts. These costs have been determined by the Finance Department to be \$604,217 for the Fiscal Year 2024-2025. Based on current caseloads, the fee required to offset these costs is \$45.00 per civil case filing, \$45.00 for each count on which the defendant is convicted in a criminal

case, and \$45.00 for each civil traffic violation as to which a judgment is entered in favor of the state.

- 2.2 Fee. Based on the analysis of the Navajo County Finance Department, there is hereby imposed a Justice Court Staffing Fee of \$45.00 to be collected in cases filed in the Justice Courts. This fee shall be collected as follows: (1) from the plaintiff at the time of filing of each civil action, with the exception of cases filed in the Small Claims Division: (2) from the defendant as part of the fines, fees and surcharges imposed in each criminal action resulting in a conviction, said fee to be collected on each separate count of which the defendant is convicted; and (3) from the defendant as part of the state, said fee to be collected on each such a judgment is entered in favor of the state, said fee to be collected on each separate violation as to which a judgment is entered in favor of the state. This fee may be waived only in cases of extreme financial hardship as determined by the Justice of the Peace. All such fees shall be deposited monthly with the Navajo County Treasurer and held in a separate account for the sole purpose of defraying staffing costs as set forth herein.
- 2.3 <u>Annual Review</u>. The fee imposed by Section 2.2 shall be reviewed annually by the Navajo County Finance Department to ensure that the amount collected does not substantially exceed (or fail to defray) the actual costs of staffing as set forth herein. If appropriate, the Finance Director shall recommend an upward or downward adjustment of the fee to the Board of Supervisors prior to the start of the next fiscal year. Any such adjustment shall be set forth in a resolution duly adopted by the Board.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Supervisors of Navajo County, Arizona, Ordinance Number 03-11 is hereby amended on June 25, 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

Fern Benally. Vice Chair

ATTEST:

Melissa W. Buckley, Clerk of the Board

APPROVED TO FORM AND CONTENT: Clerk. Deputy County Attorney

#### Introduction:

The Holbrook Animal Shelter provides essential services to the community, including pet licensing, kennel inspections, rabies vaccinations, and animal care. However, current operations do not fully recover the costs associated with these services, requiring significant subsidies from the general fund.

To better align fees with the actual costs of services provided, staff recommends adding the attached new fees to the Holbrook Animal Shelter's fee schedule. These fees reflect the cost of resources, staff time, and materials while remaining competitive with regional and industry standards.

The attached fees are structured to ensure equity, consistency, and alignment with industry practices. They also establish uniform rates for cats and dogs to simplify the fee structure.

#### Justification:

#### 1. Covering Costs:

Currently, the shelter absorbs a significant portion of operational costs, including personnel, equipment, and supplies. These new fees will help recoup costs associated with licensing, inspections, vaccinations, animal care, and administration tasks.

#### 2. Competitive Rates:

The proposed fees are aligned with regional and industry standards.

#### 3. Encouraging Compliance:

Introducing late fees incentivizes timely compliance with city codes, reducing administrative burdens and ensuring public safety.

#### 4. Sustainability:

By adding these fees, the shelter can enhance its financial sustainability, reducing reliance on the general fund and ensuring continued quality services.

#### **Financial Implications:**

The addition of these fees is projected to generate significant revenue to offset operational costs. This funding will support critical shelter activities, including licensing, inspections, and animal care, while reducing the financial burden on the city.

# New city code fees

# Kennel permit Non-Commercial A, Non-Commercial B

The permit is free just the cost to license the dog individually cat fees are at the same level as dogs Late fee(past 30 days)-\$10

# Kennel permit Commercial

The permit is free just the cost to license the dog individually cat fees are at the same level as dogs

Late fee(past 30 days)-\$10

# **Canine Hybrids permit fee**

The permit is free just the cost to license the dog individually Late fee(past 30 days)-\$10

# Animal vendor permit

\$15

Pet disposal fee \$75 per 75 lbs Then \$25 for every 75 lbs after <u>Microchip Fee</u> \$20 <u>Rabies shot (owner reclaim)</u> \$15 <u>owner surrender/disposal pickup</u>

Extra \$25

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# SECTION 1 ADMINISTRATION – FEES

SECTION 1-1 Hard Copies

-Black and White copies (8  $\frac{1}{2}$  x 11) will be made for \$0.25 per copy (each side). -Color copies (8  $\frac{1}{2}$  x 11) will be made for \$1.00 per copy (each side).

SECTION 1-2 Faxes

-Faxes can be sent for \$1.00 per page (each side).

\*Public faxes are not permitted to be received by City Hall.

### SECTION 1-3 Public Record Requests

-The following fees shall be charged and collected for non-commercial requests:

- A. Emailed documents produced via e-mail and readily available-no cost per page.
- B. Emailed reports requiring redaction \$10.00 up to 20 pages and \$0.25 per page after.
- C. Hard copies of routine records and reports \$10.00 each up to 20 pages and \$0.25 per page after.
- D. Audio, CD's, DVD's \$15.00 each.
- E. Video/Body Camera DVD \$25.00 each.
- -The following fees shall be charged and collected for commercial requests:
  - A. The value of reproduction on the commercial market is best determined by the public body.
  - B. A reasonable fee for the cost of time, materials, equipment, and personnel in producing such reproduction.
  - C. A portion of the cost for obtaining the original or copies of the documents, printouts, or photographs as per A.R.S. 39-121.03(D).

### SECTION 1-4 Check Policy

-Additional charges shall be billed as required for the following: Actual costs Incurred for handling a user's check because of non-sufficient funds. (Current cost Is \$35.00).

### SECTION 1-5 Fingerprinting

-The Fee for Fingerprinting at the Holbrook Police Department is \$10.00.

# SECTION 2 BUILDING DEPARMENT PERMIT FEES

SECTION 2-1 Building Permit Fees

-The Fee for Building Permits (Commercial/Residential/New/Remodel/Accessory Building-Permits are good for 6 months) are based on IBC/UBC Building Data-IRC 2018 Charts and Formulas.

### SECTION 2-2 Electrical/Gas Permit Fees

-The Fee for a Gas Permit is \$50.00 (Inspection is included.) -The Fee for an Electric Permit is \$50.00 (Inspection is included).

SECTION 2-3 Solar System Fee

-The Fee for a Solar System (Residential Installation) is based on IBC/UBC Building Data-IRC 2018 Charts and Formulas.

### SECTION 2-4 Permit Renewal Fee

-The Fee for a Permit Renewal (Every 6 months prior to expiration) is \$20.00.

### SECTION 2-5 Permit Reactivation Fee

-The Fee for a Permit Reactivation (If permit is expired) is 10% of the original fee.

### SECTION 2-6 Plan Review Fee

-The Fee for a Plan Review (Fee will be credited back toward Permit Purchase) is \$100.00.

### SECTION 2-7 Certificate of Occupancy

-The Fee for a Certificate of Occupancy (New Residential/Commercial) is \$50.00.

### SECTION 2-8 Inspection/Reinspection Fees

-The Fee for an Inspection (If no fee is specifically indicated) is \$75.00. -The Fee for a Re-Inspection is \$75.00 per re-inspection.

SECTION 2-9 Meter Loop

-The Fee for a Meter Loop (For Installation) is \$50.00.

SECTION 2-10 Fence Permit

-The Fee for a Residential/Commercial Fence Permit is \$25.00.

SECTION 2-11 Sign Permit

-The Fee for a Commercial Sign Permit is \$50.00 + \$1.50 per square foot Includes 2 inspections.

\*Existing signs have a 1 year waiver.

### SECTION 2-12 Gas Line Inspection

-The Fee for a Gas Line Inspection (For Installation) is \$50.00.

SECTION 2-13 City Business License

-The Fee for a City Business License is \$35.00 annually. -The Fee for Business License Renewal is \$25.00 annually - The Fee for Business License Transfer is \$25.00.

### SECTION 2-14 Special/Emergency Inspections

-The Fee for Special/Emergency Inspections (On Fridays-Minimum 1 hour charge) \$75.00 per hour.

### SECTION 2-15 Panel Upgrade/Inspection

-The Fee for a Panel Upgrade/Inspection is \$75.00.

# SECTION 3 PLANNING & ZONING

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SECTION 3-1 Zone Change

-The Fee for a Zone Change is \$250.00.

SECTION 3-2 Conditional Use Permit

-The Fee for a Conditional Use Permit is \$150.00.

**SECTION 3-3 Variance Permit** 

-The Fee for a Variance Permit is \$250.00.

SECTION 3-4 Copy of a Zoning Ordinance

-The Fee for a Copy of a Zoning Ordinance is \$10.00.

# SECTION 4 BALL FIELD – FEES

SECTION 4-1 Lights

-Fee for uses of Lights at the ball fields is \$10.00 per hour, per field.

**SECTION 4-2 Tournaments** 

-Fees for ball field tournament use is \$33.00 per hour, per field. \*Fee waived for non-profit fundraiser.

SECTION 4-3 Key Deposit/Concession Stand

-A Deposit Fee for the key(s) for the Concession Stand is \$25.00. \*This fee is refundable after the return of the key(s).

SECTION 4-4 Cleaning Deposit

-The Cleaning Deposit for the Concession Stand and the Bathrooms is \$25.00.

\*This fee is refundable after inspection of the Concession Stands and the Bathrooms.

# SECTION 5 FACILITY RENTALS/UTILITIES

### SECTION 5-1 Fitness Center

-The Membership Fee is \$20.00 per month.

\*Mayor, Council Members, City Employees, their spouses, their sons, and Daughters (under age 21), City Retirees and their spouses, Holbrook Volunteer fire fighters and Holbrook EMS are free of charge.

-The Fee for a Daily Pass (One time user fee) is \$10.00 per day.

-The fee for the office rental at the Fitness Center is \$35.00 per month. (must have proper insurance).

### SECTION 5-2 Community Center (next to Library)

-The Facility Rental Fee is \$50.00 per day.

-The Facility Multi-use Fee is \$50.00 per month (must have proper insurance).

-The Key Deposit is \$25.00. (Refundable upon the return of the key).

-The Cleaning Deposit is \$50.00 (Refundable upon satisfactory inspection).

SECTION 5-3 Recreation Center (Machusak)

-The Facility Rental Fee is \$75.00 per day.

-The Facility Multiuse Fee is \$75.00 per month (must have proper insurance).

-The Key Deposit Fee is \$25.00. (Refundable after return of key).

-The Cleaning Deposit is \$50.00. (Refundable after satisfactory inspection).

SECTION 5-4 Gillespie Park Electricity

-The Fee for Vendors/Others is \$20.00 per day. -The Fee for Non-Profits is \$5.00 per day.

# SECTION 6 GOLF COURSE – FEES

### SECTION 6-1 Cart Barn

-Fees for the rental of the Cart Barn is \$50.00 per month.

### SECTION 6-2 Cart Rentals

-The rental fee for a Golf Cart for 9 holes is \$15.00. -The rental fee for a Golf Cart for 18 holes is \$20.00.

### SECTION 6-3 9/18 Hole Green Fees

-The fee to golf 9 Holes is \$15.00 (cart not included). -The fee to golf 18 Holes is \$25.00 (cart not included).

### SECTION 6-4 Monthly Greens Fees

The fee for Single Monthly Greens Fee is \$70.00.
The fee for Senior Monthly Greens Fee is \$60.00.
The fee for Family Monthly Greens Fee is \$110.00.

### SECTION 6-5 Yearly Green Fees

The fee for Single Yearly Greens Fee is \$700.00.
The fee for Senior Yearly Greens Fee is \$600.00.
The fee for Family Yearly Greens Fee is \$1,100.00.
\*Family includes yourself, your spouse and/or Your children under the age of 18.

SECTION 6-6 Disc Golf

-The fee to play Disc Golf is \$10.00 per round (18 goals).

### SECTION 6-7 Trail Fee

-The fee to use a personal Golf Cart on the trails is \$5.00 per round.

# SECTION 7 SWIMMING POOL – FEES

### SECTION 7-1 Daily Fees

-The Fee for a child 5 years and under is \$2.00.
-The Fee for a child age 6-17 years is \$3.00.
-The Fee for an adult age 18-61 years is \$4.00.
-The Fee for a Senior- age 62+ is \$3.00.

### SECTION 7-2 Swim Passes/Season Passes

-The Fee for a Swim Pass for a child age 0-17 is \$55.00 for 40 Swims.
-The Fee for a Swim Pass for an adult age 18-61 is \$90.00 for 40 Swims.
-The Fee for a Season Pass for a Family of 3 is \$145.00.
-The Fee for a Season Pass for a Family of 4 is \$175.00.
-The Fee for a Season Pass for a Family of 5+ is \$210.00.

### SECTION 7-3 Water Aerobics

-The fee for Water Aerobics is \$20.00 per month.

### SECTION 7-4 Swim Lessons

-The fee for Swim Lessons is \$20.00 per class (10 sessions).

### SECTION 7-5 Pool Rental

-The Hourly Rental Fee for the Swimming Pool is \$85.00 per hour, this includes 2 Life guards. (Up to 44 people). For 45-70 people, 3 Life Guards are needed, for 71+ people 4 Life Guards are needed.

-The Hourly Fee for each additional Life Guard is \$20.00 per hour.

-The Fee for the Cleaning Deposit is \$75.00. (This is refundable if all areas are cleaned).

### **SECTION 8**

### UTILITY FEES - WATER

### SECTION 8-1 Residential/Commercial Water Base Fees

-The Fee for Residential Water Base Fees is \$8.19 per month.

-The Fee for Residential- Out of City Water Base Fees is \$16.37 per month.

-The Fee for Commercial Water Base Fees is \$15.12 per month.

-The Fee for Commercial- Out of City Water Base Fees is \$30.26 per month.

### SECTION 8-2 Residential/Commercial Water Rates

-The Fee for Residential Water is \$2.53 per unit (1000 gallons).
-The Fee for Out of City Residential Water is \$2.85 per unit (1000 gallons).
-The Fee for Residential Water Summer Rate is \$2.27 per unit (1000 gallons).
-The Fee for Commercial Water is \$2.53 per unit (1000 gallons).
-The Fee for Commercial Water – Out of City is \$2.85 per unit (1000 gallons).

### SECTION 8-3 Bulk Water

-The Fee for Bulk Water is \$22.00 per unit (1000 gallons), this includes base, water preservation, and CIP fees.

### SECTION 8-4 Landscape Water

- -The Fees for Landscape Water for Government Entities is \$1.59 per unit (1000 gallons).
- -The fee for Landscape Water for Non-Government Entities is \$1.59 per unit (1000 gallons).

### SECTION 8-5 Utility Deposit Fee

-The Fee for the Utility Deposit Residential Account is \$250.00. -The Fee for the Utility Deposit Commercial Account is \$500.00.

### SECTION 8-6 Water Preservation Fee

-The Water Preservation Fee (formerly known as the Adjudication Fee) is \$8.00 per month.

### SECTION 8-7 Capital Improvement Fees

-The Capital Improvement-Water Fee is \$2.50 per month.
-The Capital Improvement-Sewer Fee is \$2.50 per month. (Only charged on accounts with City sewer).

Commencing on July 1, 2021 and on each July 1<sup>st</sup> thereafter, the then-current rates shall be automatically adjusted by the average annual percent change in the Consumer Price Index ("CPI") for All Urban Consumers ("CPI-U"), West Region, 1982-84+100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), during the prior 12 month period ending April 30.

# SECTION 9 UTILITY FEES – WASTE WATER

### SECTION 9-1 Residential/Commercial Waste Water Base Fees

-The Fee for Residential Waste Water Base Fees is \$15.12 per month.

-The Fee for Residential- Out of City Waste Water Base Fees is \$16.37 per month.

-The Fee for Commercial Waste Water Base Fees is \$31.52 per month.

-The Fee for Commercial- Out of City Waste Water Base Fees is \$30.26 per month.

SECTION 9-2 Sewer Re-Tap

-The Fee for a Sewer Re-Tap is \$500.00.

Commencing on July 1, 2021 and on each July 1<sup>st</sup> thereafter, the then-current rates shall be automatically adjusted by the average annual percent change in the Consumer Price Index ("CPI") for All Urban Consumers ("CPI-U"), West Region, 1982-84+100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), during the prior 12 month period ending April 30.

# SECTION 10 SANITATION

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SECTION 10-1 Toters

-The Fee for a toter is \$30.08 per month.

-The Fee for an extra toter is \$24.68 per month.
## TRANSFER STATION FEES

SECTION 11-1 Residential Account Transfer Station Fees

-The City of Holbrook will add a \$2.00 per month fee to all Residential accounts.

This Fee will replace Transfer Station Fees for Residential accounts.

SECTION 11-2 Transfer Station Fees without a Residential Account

-The Fee without a Residential Account for Household/yard waste is \$24.00 per cubic yard.

-The Fee without a Residential Account for Construction Debris is \$48.00 per cubic yard.

-The Fee without a Residential Account for White Goods – Refrigerator is \$20.00 per item.

-The Fee without a Residential Account for White Goods – Washer/Dryer/ Stove/Heater is \$10.00 per item.

-The Fee without a Residential Account for Furniture – Arm Chair is \$12.00 per item.

-The Fee without a Residential Account for Furniture – Love Seat is \$15.00 per item.

-The Fee without a Residential Account for Furniture – Sofa/Mattress is \$17.00 per item.

-The Fee without a Residential Account for Furniture – Box Spring is \$8.00 Per item SECTION 11-3 Fees for Special Waste-Demos-Wild Cat Dumping Etc.

-The Fee for Special Waste, Demos, Wild Cat Dumping, etc. for Residential Accounts is \$500.00 per hour.

-The Fee for Special Waste, Demos, Wild Cat Dumping, etc. without at Residential Account is \$1000.00 per hour.

SECTION 11-4 Roll Off Rentals

-The Fee for rental of a 20 yard Roll Off for Residential and Commercial Household trash is \$425.00 for 1 week or 1 dump, whichever comes first.
-The Fee for rental of a 10 yard Roll Off for Residential and Commercial Household trash is \$300.00 for 1 week or 1 dump, whichever comes first.
-The Fee for rental of a 20 yard Roll Off for Commercial Green Waste is \$200.00 for 1 week or 1 dump, whichever comes first.
-The Fee for rental of a 10 yard Roll Off for Commercial Green Waste is \$200.00 for 1 week or 1 dump, whichever comes first.
-The Fee for rental of a 10 yard Roll Off for Commercial Green Waste is \$100.00 for 1 week or 1 dump, whichever comes first.

Prohibited materials: asphalt, brick, concrete, dirt, rock, tires, hazardous waste, paint and solvents.

# SECTION 12 CEMETERY

### SECTION 12-1 Standard Graves

-The Fee for a Standard Grave Space 5'x10' (Resident In-City + 10 Miles) is \$600.00.
-The Fee for a Standard Grave Space 5'x10' (Out of City +10 Miles but within Navajo County) is \$1200.00.

-The Fee for a Standard Grave 5'x10' (Non-Resident, outside of Navajo County) is \$2400.00.

### SECTION 12-2 ¼ Grave

- -The Fee for a ¼ Grave (Urn Burial) (Residential In-City + 10 Miles) is \$250.00.
- -The Fee for a ¼ Grave (Urn Burial) (Out of City + 10 Miles but within Navajo County) is \$450.00.
- -The Fee for a ¼ Grave (Urn Burial) (Non-Resident, outside of Navajo County) is \$850.00.

### SECTION 12-3 1/2 Grave

- -The Fee for a ½ Grave (Infant or Urn Burial) (Residential In-City + 10 Miles) is \$400.00.
- -The Fee for a ½ Grave (Infant or Urn Burial) (Out of City + 10 Miles but within Navajo County) is \$800.00.
- -The Fee for a ½ Grave (Infant or Urn Burial) (Non-Residential, outside of Navajo County) is \$1400.00.

### SECTION 12-4 Opening and Closing

- -The Fee for Opening and Closing a Standard Grave is \$250.00.
- -The Fee for Opening and Closing a ¼ or ½ Grave is \$250.00.
- -The additional Fee for Opening and Closing on a Weekend or Holiday is \$150.00.

### SECTION 12-5 Mausoleum (Crypt)

-The Fee for a Crypt in the Mausoleum (Residential In-City + 10 Miles) is \$650.00. -The Fee for a Crypt in the Mausoleum (Out of City + 10 Miles but within Navajo County) is \$850.00.

-The Fee for a Crypt in the Mausoleum (Non-Residential, outside of Navajo County) is \$1100.00.

-The Fee for Opening and Closing a Crypt in the Mausoleum is \$150.00.

-The Fee for Opening and Closing a Crypt in the Mausoleum on a Weekend or Holiday is \$150.00.

SECTION 12-6 Exhumations

-The Fee for an Exhumation is \$900.00.

SECTION 12-7 Headstone Setting

-The Fee for Setting a Flat Single Headstone is \$150.00.

-The Fee for Setting a Flat Double Headstone is \$200.00.

-The Fee for Setting an Upright Single Headstone is \$250.00.

-The Fee for Setting an Upright Double Headstone is \$350.00.

SECTION 12-8 Veteran Graves

-The Fee for a Veteran Grave Space 5'x10' (Includes Opening and Closing) (Residential In-City + 10 Miles) is \$750.00.

-The Fee for a Veteran Grave Space 5'x10' (Includes Opening and Closing) (Out of City + 10 Miles but within Navajo County) is \$1000.00.

-The Fee for a Veteran Grave Space 5'x10' (Includes Opening and Closing) (Non-Residential, outside of Navajo County) is \$1800.00.

# SECTION 13 LIBRARY FEES

SECTION 13-1 Library Materials

-The Fee for Replacement Cost: Varies on actual cost to purchase item, plus a \$10.00 processing fee.

SECTION 13-2 Replacement Library Card

-The Fee for a Replacement Library Card is \$5.00.

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SECTION 13-3 Library Meeting Room Rental

-The Fee for renting the Library Meeting Room is \$75.00 for four (4) hours or \$150.00 for eight (8) hours.

# MAGISTRATE COURT FEES

SECTION 14-1 Court Collection Fee

-The Fee for the Magistrate Court Collection Fee is \$20.00 per case.

SECTION 14-2 FTA Warrant Fee

-The Fee for the Magistrate FTA Warrant is \$150.00 per case.

SECTION 14-3 Civil Traffic Default Fee

-The Fee for the Magistrate Civil Traffic Default Fee is \$30.00 per case.

SECTION 14-4 Court Automation Fee

-The Fee for the Magistrate Court Automation Fee is \$10.00 per case.

SECTION 14-5 Court User & Staffing Fee

-The Fee for the Magistrate User & Staffing Fee is \$45.00.

# ANIMAL SHELTER FEES

### SECTION 15-1 Kennel Permit Fees

- -Kennel Permit Non-Commercial A, and Non-Commercial B : Cost of individual pet license.
- -Kennel Permit Commercial: Cost of individual pet license.

### SECTION 15-2 Late Fees

- -The late fee for Non-Commercial A and a Non-Commercial B Permit is \$10.00 (past 30 days).
- -The late fee for a Commercial Permit is \$10.00 (past 30 days).
- -The late fee for Canine Hybrids Permit is \$10.00 (past 30 days).

### SECTION 15-3 Re-inspection Fees

-The Fee for Non-Commercial Re-inspection is \$10.00. -The Fee for Commercial Re-inspection is \$50.00. -The Fee for Hybrid Canine Re-inspection is \$25.00.

### SECTION 15-4 Animal Vender Permit Fee

-The Fee for (street vendor) Animal Vendor is \$15.00 per day.

### SECTION 15-5 Pet Disposal Fees

-The Fee for Pet Disposal it \$75.00 for the 1<sup>st</sup> 75 pounds then \$25.00 for every 75 pounds after.

### SECTION 15-6 Microchip Fee

-The Fee for a Microchip is \$20.00

SECTION 15-7 Rabies Shot Fees

-The Fee for a Rabies Shot (owner reclaim) is \$15.00

SECTION 15-8 Owner Surrender/Disposal Pick up Fee

-The Fee for an Owner Surrender or a Disposal Pick up is an additional \$25.00.

### SECTION 15-9 Adoptions

-The Fee for adoption of a Dog is \$80.00.

-The Fee for adoption of a Cat is \$50.00

-The Fee for adoption of a Kitten (under 5 months) is \$75.00.

-The Fee for adoption of a Puppy (under 5 months) is \$120.00.

-The Fee for adoption of a Small Breed (under 20 lbs) is \$120.00

### SECTION 15-10 Reclaim Fees

-The Fee for the First Reclaim is \$20.00.

-The Fee for the Second Reclaim is \$50.00.

-The Fee for the Third Reclaim is \$100.00.

-The Fee for the Fourth Reclaim is \$200.00. (It doubles every time after the third). \*If an unsterilized and unlicensed animal is impounded the fee is the reclaim fee plus \$50.00 unless the pet is sterilized at owner's expense then the fees are waived per State A.R.S. 11-1022.

SECTION 15-11 City Tags

-The Fee for City Tags for a Sterilized animal is \$5.00.

-The Fee for City Tags for an Unsterilized animal is \$20.00.

-The Fee for replacement of City Tags is \$2.00.

SECTION 15-12 Daily Boarding Fees

-The Daily Boarding Fee is \$10.00 per day after the first 24 hours.

SECTION 15-13 Surrender Fee

-The Surrender Fee is \$25.00. -The Maximum Litter Fee is \$100.00. SECTION 15-14 Bite Quarantine Fee

-The Bite Quarantine Fee is \$10.00 per day boarding fee plus \$50.00 impound.

SECTION 15-15 Trap Deposit Fee

-The Trap Deposit Fee is \$60.00.

SECTION 15-16 Microchip Fee

-The Microchip Fee\* is \$5.00.

\*Unless already microchipped all dogs/cats owner reclaim/adoption/bite Hold receive a \$5.00 microchip fee.

# HOLBROOK RECREATION DEPARTMENT

SECTION 16-1 Recreation Activities Fees

- -The Fee for Adult Recreation Activities provided by the Holbrook Recreation Department is \$10.00. (age 18 and older).
- -The Fee for Child Recreation Activities provided by the Holbrook Recreation Department is \$5.00. (age 5-17).
- -The Fee for Senior Recreation Activities provided by the Holbrook Recreation Department is \$5.00. (ages 60 and over).

# LABOR AND EQUIPMENT FEES

### SECTION 17-1 Labor Fees

-The Fee for General Labor is \$12.00 per hour. -The Fee for Heavy Equipment Operator is \$30.00 per hour.

#### SECTION 17-2 Equipment Charges

-The Fee for Hand Tools is \$25.00 per hour.
-The Fee for the Sit Down Mower is \$50.00 per hour.
-The Fee for the Dump Truck is \$75.00 per hour.
-The Fee for the Front End Loader is \$120.00 per hour.
-The Fee for the Road Grader is \$120.00 per hour.
-The Fee for the Back Hoe is \$120.00 per hour.

# **CIVIL PENALTIES/ABATEMENT FEES**

## SECTION 18-1 1st Violation of City Code

-The Fee for the 1<sup>st</sup> Violation of City Code is \$150.00.

### SECTION 18-2

-The Fee for the 2<sup>nd</sup> Violation of City Code is \$300.00.

#### SECTION 18-3

-The Fee for the 3rd Violation of City Code is \$500.00.

## SECTION 18-2 Abatement Costs

-Abatement Cost if violation non cleared up: City will remove the violation and Charge for all costs related to manpower, vehicle and fuel usage, tools, equipment, and any other applicable fees and charges.



# **CITY COUNCIL ACTION ITEM REQUEST**

Date: 05/28/2025

To: Honorable Mayor Smith and Council Members

From: Randy Sullivan

Subject: Resolution 25-05

### BACKGROUND AND DISCUSSION:

The City has participated in this IGA in the past and helps with training of our officers. The new NALETA IGA has had significant discussions, reviews, and edits in this final agreement.

### FINANCIAL IMPLICATIONS:

Annual payment of \$10,000 for unlimited attendance and access to training facilities

### **ALTERNATIVES:**

Look for different Academies

### **REQUEST FOR COUNCIL ACTION:**

Approve the IGA with Northeastern Arizona Law Enforcement Training Academy by passing Resolution 25-05

### ATTACHMENTS:

Resolution 25-05

IGA with Northeastern Arizona Law Enforcement Training Academy

#### **RESOLUTION NO. 25-05**

### A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLBROOK, ARIZONA, AUTHORIZING THE CITY TO ENTER AN AGREEMENT WITH NORTHLAND PIONEER COLLEGE, THE NORTHEAST ARIZONA TRAINING CENTER, AND OTHER CITIES, TOWNS, AND TRIBES REGARDING THE NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY (NALETA).

WHEREAS, pursuant to A.R.S. § 11-951 *et seq.*, public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the City Council of the City of Holbrook ("City") desires to cooperate with Northland Pioneer College ("College"), the Northeast Arizona Training Center ("NATC"), and Navajo County, City of Show Low, Town of Taylor, City of Snowflake, Town of Pinetop-Lakeside, City of Holbrook, City of Winslow, Town of Eagar, Town of Springerville, Apache County, and the White Mountain Apache Tribe (collectively, "Member Agencies") to support and participate in the Northeastern Arizona Law Enforcement Training Academy ("NALETA");

WHEREAS, NALETA will provide Arizona Peace Officer Standards and Training (AZPOST) certified training for qualified law enforcement recruits in Northeastern Arizona; and

wwwWHEREAS, participation in this Agreement benefits the City and its residents by helping ensure professionally trained peace officers, shared training resources, and access to a regional public safety training facility; and

**WHEREAS**, the City finds that entering into this Agreement is in the best interests of the public health, safety, and welfare of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Holbrook, Arizona:

- 1. The Agreement among Northland Pioneer College, the Northeast Arizona Training Center, the City, and the other Member Agencies for the operation and administration of the Northeastern Arizona Law Enforcement Training Academy (NALETA), in substantially the form presented to the Council and attached hereto as Exhibit A, is hereby approved.
- 2. The Mayor is authorized and directed to execute the Agreement and any related documents necessary to implement this Resolution.
- 3. The City Manager and appropriate City staff are hereby authorized and directed to take all actions necessary to implement and administer the terms of the Agreement.

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of Holbrook, Arizona this 28<sup>th</sup> day of May 2025.

[Signatures on Following Page]

Kathleen Smith, Mayor

ATTEST:

Lisa Hunt, City Clerk

APPROVED AS TO FORM:

Allen Quist, City Attorney

Number of Councilmembers Present:	
Number of Votes For:	
Number of Votes Against:	
Number of Abstentions:	

PURSUANT TO A.R.S. § 9-802 ALL EXHIBITS ARE ON FILE AT THE CITY OF HOLBROOK CLERK'S OFFICE LOCATED AT 465 N 1ST AVE, HOLBROOK, AZ 86025.

## Exhibit A

# Intergovernmental Agreement with Northeastern Arizona Law Enforcement Training Academy at Northeast Arizona Training Center

2115 A.1 (2)

### **AGREEMENT FOR**

# NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY AT NORTHEAST ARIZONA TRAINING CENTER

This Agreement ("Agreement") is made pursuant to Arizona Revised Statutes ("A.R.S.") among Navajo County Community College District dba Northland Pioneer College ("College"), Northeast Arizona Training Center, a non-profit corporation ("NATC"), and Navajo County, City of Show Low, Town of Taylor, City of Snowflake, Town of Pinetop-Lakeside, City of Holbrook, City of Winslow, Town of Eagar, Town of Springerville, Apache County, and the White Mountain Apache Tribe. Collectively, the cities, towns, tribes and municipalities signing on to this Agreement shall be known as the "Member Agencies" and individually as a "Member."

### Section 1. Purpose.

The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called Northeastern Arizona Law Enforcement Training Academy ("NALETA") that can provide certified AZPOST ("Arizona Peace Officer Standards and Training") training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.

### Section 2. Enrollment.

Member Agencies and non-member agencies may enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority A.R.S. §§ 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. College shall not be required to accept any employee for enrollment unless the city, town, tribe, or county responsible for that employee has conducted any required background checks on the employee at its own expense as set forth by AZPOST regulations.

**Section 3. Duties and Responsibilities of College.** College shall operate and administer NALETA at the NATC. College's operational and administrative responsibilities shall include, but are not limited to:

**3.1 Curriculum Development:** Developing and providing the AZPOST curriculum for use at NALETA.

**3.2 Program Administration:** Scheduling courses, registering students, and administering student transcripts for NALETA courses.

**3.3** Instructor Support: Assisting instructors at NALETA.

**3.4. Insurance and Liability:** Obtaining and maintaining adequate insurance coverage to protect against liabilities arising from damage to persons or property resulting from the operation of NALETA

**3.5** Class Supervisor Funding: The College shall compensate the Member employing the Class Supervisor in the amount of fifty thousand dollars (\$50,000.00) per fiscal year. Payment shall be made directly to the employing Member within thirty (30) calendar days of the submission of a proper

invoice. In no event shall the College's total payment obligation under this provision exceed fifty thousand dollars (\$50,000.00) for that fiscal year.

**3.6** Class Availability: College shall have no obligation to conduct any class for which Members fail to provide qualified instructors who meet all necessary certification and training requirements as required by AZPOST Rules and Procedures, including Class Supervisor and Recruit Training Officer(s) (RTO) in accordance with the requirements in Section 4.

# Section 4. Duties and Responsibilities of Member Agencies.

**4.1 Instructor Provision:** Member Agencies shall provide qualified instructors for all classes offered under this Agreement, including the Class Supervisor and RTO specified below, and any expert as may be required under the AZPOST Rules and Procedures. Such instructors must meet all applicable certification and training requirements as determined by AZPOST Rules and Procedures, including certification as a Arizona Peace Officer Standards and Training (AZPOST) General Instructor.

**4.2 Instructor Compensation:** Except for the College's payment obligation set forth in Section 3.5 above, compensation for instructors shall be the sole responsibility of the Member Agency employing said instructors. No party to this Agreement, other than the employing agency, shall have any liability for instructor compensation.

**4.3 Staffing Requirements and Cooperation.** The Parties understand and agree that each class requires the following minimum staff:

- Class Supervisor
- Recruit Training Officer 1 (RTO 1)
- Recruit Training Officer 2 (RTO 2), as needed to maintain the ratio described in 4.3(b), below.
- a. **Class Supervisor Provision:** Member Agencies shall provide, on a determined rotation agreed to by and between the Member Agencies, a Class Supervisor (not necessarily holding the rank of "sergeant") who must be vetted and selected by representatives of the Member Agencies. This commitment is expected to be fulfilled for a period of 36 months.
- b. **RTO Provision:** Member Agencies shall provide a sufficient number of Recruit Training Officers (RTOs) to ensure that each class maintains the ratio of not more than one (1) RTO per ten (10) students/cadets.
  - i. The **Navajo County Sheriff's Office (NCSO)** shall provide RTO 1 for each class during the term of this Agreement. NCSO shall be exempt from providing any additional staff (such as Class Supervisor) other than those scheduled as specific class instructors
  - ii. If a second RTO is needed for any class, RTO 2 shall be assigned on a oneyear rotational basis.
- c. **Member Agency Cooperation.** A rotational matrix for Class Supervisors and RTOs shall be established and adhered to by all Member Agencies entering this Agreement. In the event that a Member Agency is unable to fulfill its staffing obligations under the rotational matrix, that Member Agency shall be responsible for coordinating an appropriate replacement staff member.

### Section 5. Financial Obligations:

**5.1 MEMBER Agencies:** Each Member Agency shall contribute an annual payment of \$10,000.00 to the Northern Arizona Training Center (NATC). This contribution provides all-inclusive access to the Northern Arizona Law Enforcement Training Academy (NALETA) facility and permits unlimited attendance of police recruits from the Member Agency at training sessions conducted at the academy.

The totality of this contribution shall be used by NATC exclusively for purposes that support and sustain NALETA operations. These purposes shall include, but are not limited to:

- Offsetting costs incurred by the Member Agency that provides the class supervisor for each academy class;
- Covering routine maintenance and repair of academy facilities to ensure safety, functionality, and operational readiness;
- Acquiring technology tools and instructional resources to enhance academy training capabilities; and
- Ensuring that the academy and its associated infrastructure are properly maintained and operationally supported in accordance with professional training standards.

NATC shall ensure transparency and fiscal accountability in the use of these funds and shall make available upon request a financial summary of expenditures related to this contribution to NPC or any Member Agency within thirty (30) calendar days of such request.

**5.2 NON-MEMBER Agencies:** Shall pay \$4000.00 per student for attendance of police recruits at NALETA and \$2500.00 annually for access to the NALETA facility at NATC. All payment shall be made to NATC.

**5.3 College fees and charges.** The College shall charge and waive each student enrolled in the AJS102 "Intensive Police Academy" class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged and not waived shall belong to College. Any reimbursement received from AZPOST for the successful completion of NALETA by a candidate shall belong to the District.

**5.4.** Other fees or costs. Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement.

Section 6. Term and termination. This Agreement shall be effective from July 1, 2025 and continue through June 30, 2031. Any party may terminate its participation into Agreement as of the end of any fiscal year by providing at least thirty (30) days prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given and only as to the party terminating. Agreement of all parties is required for termination of the Agreement.

### Section 7. Miscellaneous.

7.1 Immigration compliance. As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

**7.2 Conflicts of interest.** As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

**7.3 Entire Agreement; Amendments.** This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

**7.4** Governing Law, Forum. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona, provided that nothing herein shall be deemed a waiver of either explicit nor implicit of the parties' sovereign immunity from suit.

**7.5 Insurance.** The participants will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming each participant as an individual insured with the proper endorsements.

**7.6 Indemnification.** To the extent permitted by law, each party agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively ("Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement.

7.7 No Joint Venture. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

**7.8 Workman's Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

### Navajo County Community College District

By:	
Print Name:	
ATTEST:	
Date:	

**Navajo County, Arizona** By:

Name: Title: Chairman, Board of Supervisors Date:

**City of Show Low, Arizona** By:

Name: Title: Mayor Date: \_\_\_\_\_

**Town of Taylor, Arizona** By:

Name: Title: Mayor Date:

**City of Snowflake, Arizona** By:

Name: Title: Mayor Date: \_\_\_\_\_

**Town of Pinetop-Lakeside, Arizona** By:

Name: Title: Mayor Date: \_\_\_\_\_

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**City of Holbrook, Arizona** By:

Name:	
Title: Mayor	
Date:	

**City of Winslow, Arizona** By:

Name: Title: Mayor Date: \_\_\_\_\_

**Town of Eagar, Arizona** By:

Name: Title: Mayor Date:

**Town of Springerville, Arizona** By:

Name: Title: Mayor Date: \_\_\_\_\_

**Apache County, Arizona** By:

Name: Title: Chairman, Board of Supervisors Date:

**White Mountain Apache Tribe** By:

Name: Title: Chairman Date: \_\_\_\_\_

City of, Arizona	City of, Arizona
By:	By:
Name:	Name:
Title: Mayor	Title: Mayor
Date:	Date: