

A G E N D A

SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD NOVEMBER 13, 2012, AT 6:00 P.M., AT THE COTTONWOOD COUNCIL CHAMBERS BUILDING LOCATED AT 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PRESENTATION OF FOR OUR CITY COTTONWOOD SHINE AWARDS FOR OUTSTANDING VOLUNTEERISM DURING THE OCTOBER 27, 2012, COMMUNITY CLEANUP.
- IV. APPROVAL OF MINUTES—WORK SESSION OF OCTOBER 9, 2012.
- V. ITEMS FOR COUNCIL DISCUSSION, CONSIDERATION, AND POSSIBLE LEGAL ACTION:
 - 1. APPLICATION TO ADD SAMPLING PRIVILEGES TO THE CURRENT LIQUOR STORE LIQUOR LICENSE FOR THE SUZY Q LOCATED AT 962 NORTH MAIN STREET (LINDA S. HARRISON, OWNER/AGENT.)
 - 2. APPLICATION FOR EXTENSION OF PREMISES/PATIO LIQUOR LICENSE PERMIT FOR THE OLD TOWN RED ROOSTER CAFE LOCATED AT 901 NORTH MAIN STREET (SHANE D. SMITH, LICENSEE.)
 - 3. POSSIBLE TERMINATION OF THE MEMO OF UNDERSTANDING WITH COTTONWOOD COMMUNITY GARDENS, LLC.
- VI. ADJOURNMENT



A G E N D A

WORK SESSION OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD NOVEMBER 13, 2012, AT THE COTTONWOOD COUNCIL CHAMBERS BUILDING LOCATED AT 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA, IMMEDIATELY FOLLOWING THE SPECIAL MEETING ABOVE.

- I. CALL TO ORDER
- II. ROLL CALL
- ITEMS FOR DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF:
- III. REQUEST TO REVISE TITLE 6, ANIMALS; CHAPTERS 6.04, GENERAL REQUIREMENTS; 6.08, IMPOUNDMENT; 6.12, DOGS; AND 6.16, BEES; OF THE MUNICIPAL CODE.
- V. ADJOURNMENT

Pursuant to A.R.S. § 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

Americans with Disabilities Act Notice: The Cottonwood Council Chambers is wheelchair accessible.

Those with needs for special typeface print, hearing devices or other special accommodations may request these through the Cottonwood City Clerk at 928-340-2727 (TDD 928-634-5526). Requests should be made as early as possible to allow the City sufficient time to arrange for the necessary accommodations.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 13, 2012
Subject:	For Our City Cottonwood Shine Awards for Community Clean Up.
Department:	City Clerk
From:	Diane Joens, Mayor

REQUESTED ACTION

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

BACKGROUND

For Our City Cottonwood

" What would Cottonwood and Verde Village look like if hundreds of volunteers worked together, contributing thousands of hours collectively to serve our city? Think of how we could address problems, alleviate suffering and transform our community! Together we will work with city, community, business, nonprofit and faith leaders in all areas of society –facilitating relationships and effecting positive change." Mayor Diane Joens

For Our City Cottonwood is part of Care-Inc., a civic nonprofit organization serving the leaders of local government, faith, nonprofit and business communities by providing a safe place for discussion, implementation, action and service that brings solutions to the needs of people. The project, Looking Good Cottonwood, was chosen by Mayor Joens who, along with the Cottonwood City Council, wants to encourage strong, vibrant neighborhoods and a clean, healthy city.

City Manager Doug Bartosh reserved funds in his budget to help with the cleanup program. The City participated by providing staff members, dumpsters, a collection

site, backhoe loaders and other equipment. They also provided garbage bags for volunteers who cleaned up city streets and rights of way. They hauled tires to the Yavapai County collection site. It took them almost a week to get the collection site cleaned up, as the expected amount of bins were filled by noon, and everything else had to be piled on the ground and loaded into bins later. The City also took in a generous amount of household yard waste and arranged for appliances to be recycled.

Statistics of Oct. 27, 2012 Citywide Cleanup in Cottonwood and Verde Village

About 200 volunteers participated in the cleanup. More youth signed in than adults!

Report from Morgan Scott, City of Cottonwood: Total number of bins: 16 - forty yard bins and 5 - twenty yard bins, for a total of **21** bins

Taylor and Sons hauling removed **4.42** tons of waste for FOC clean up.

Total tonnage sent to Patriot Disposal for recycling and land fill: **89.92** tons

Total number of tires removed: **364** tires (49 mounted, 313 un-mounted, 2 semi-truck)

Total tonnage of metal and appliances recycled: **5.5** tons

Number of appliances recycled: estimated **35** appliances

Total of electronics sent to Mountain View Preparatory School for fundraising: **75** items, small portable TVs, computers, printers, keyboards, computer screens and a few video game consoles.

Large amount of brush and yard debris also received.

Report from Chris Moran and Jeff Darley, Yavapai County Project Manager/Solid Waste: In the Verde Village they filled 13 - 40 yard bins. At approximately 6 tons per bin they collected 78 tons. Also, we processed 170 vehicles for the day.

Report from Margaret Paddock, Verde Village Property Owners Association President: We had 21 volunteers for the River Walk Cleanup. We also had four men who volunteered and picked up trash for 20 households who had no way to take it to the dumpsters. I'd say that was a huge success. It was a great day of neighbors helping neighbors.

***** At the cleanup on April 14, 2012, with the City of Cottonwood, Yavapai County, and the Yavapai County Hazardous Waste Cleanup, we collected about 78 tons.**

-

***** At the cleanup on October 27, 2012, we collected approximately 178.86 tons.**

Businesses

Fry's Food : Melvin Boyd Manager, donated 490 hot dogs, buns and canned chili.

Safeway: Donated and delivered a pallet of bottled water. Store Manager Willie Roberts personally delivered the water bottles in his own pickup truck to Evangel Worship Center. **Walmart**: Jason Ferris, Store Manager and Beth Chenoweth, Donations, donated two 21-speed, 26 inch bicycles. Alyssa Ebel of Verde Village and Roy Buck of Cottonwood won the bikes.

Home Depot: Jeff Sudol, Manager, donated four \$25 gift certificates for seniors' home painting or yard care.

Sodexo: Shawn Stevenson General Manager, donated several dozen freshly baked cookies for the volunteers.

Brandi's: Brandi and Jason Fuller, Owners, donated a gift certificate and salad.

Georgie's Cafe : Peggy Reed.

Jerona Java Cafe , Mary Arkush

Pepe's Cafe , Jose Rodriguez, owner, donated tortilla chips and salsa for 100 people.

Food City: Jeff Christian, Store Manager, gift certificate for hot dog buns.

Appliance Junkies: Accepted used appliances for recycling.

Chamber of Commerce: Mailed or 500 flyers to businesses. Sherry Twamley created the flyers.

CARE, Inc.,

Jon McHatton, founder of For Our City program.

Yavapai County

Yavapai County District 3 Supervisor, Chip Davis; Administrative Assistant Chris Morgan; and Project Manager/Sold Waste Jeff Darley.

City of Cottonwood

Mayor Diane Joens

Karen Pfeiffer, Vice Mayor, City of Cottonwood

Doug Bartosh, City Manager

Dan Leuder, Development Services, printed and mailed out more than 9,000 cleanup notification flyers with Cottonwood Municipal Water bills.

Morgan Scott, Planning Team and Project Coordinator for the City.

Clint Combs and Al Ponce, Cottonwood Police Department

Steve Jackson, Javier Anguiano, Stephen Beckman, Jason Blount, Larry Craig, Cottonwood Fire Department, Citizens on Patrol (COPs)

Verde Village Property Owners Association (VVPOA)

Margaret Paddock, President. Along with Yavapai County Community Services, City of Cottonwood Community Services, and community volunteers, cleaned up a section of the Verde River.

Mingus Union High School District

Tim Foist, Superintendent and Allen Mitchell, Vice Principal. More than 48 high school students participated. Mr. Mitchell arranged for bus transportation to and from Evangel Worship Center and several litter cleanup sites, including the Walmart Wash, Fir Street's "Smoke" Wash; the wall across the street from MUHS and a large open area near the waste/recycling bins along Camino Real. Three members of Mingus High School's Skills USA group volunteered to clean up litter.

Courts

Kathy Wombacher of Yavapai County Juvenile Probation sent community service workers to assist. Cottonwood Magistrate Judge Douglas LaSota sent community service workers to assist.

COPs

Jack Bedwell of Verde Village volunteered with Citizens on Patrol (COPs) to help with traffic and also helped with cleanup assignments.

Bank of America, Cottonwood Branch

Wendy Totten, Cottonwood Bank of America Branch Teller Operations Specialist, with her son and daughter, volunteered to pick up litter at Riverfront Park along with Bank of America's Assistant Branch Manager, Vicki Rea and husband, Robert Rea.

Verde Valley Habitat for Humanity

Gayle Durkin, Executive Director of Habitat for Humanity - Managed maps and cleanup assignments. Leonard Filner, landscape architect and volunteer coordinator of the Construction Committee for Verde Valley Habitat for Humanity, helped organize and clean up seniors' yards in Cottonwood and Verde Village. Tania Simms, Verde Valley Habitat for Humanity - registration desk. Cathy Wiseman, Verde Valley Habitat for Humanity managed yard tool checkout. Stewards of Public Lands lent tools for the cleanup.

Tae Kwon Do Unlimited

Tae Kwon Do Unlimited donated gift certificates for the prize drawings including one month free of martial arts classes, Zumba lessons, and one month of Krav Maga Instruction. Tae Kwon Do Unlimited helped Evangel Worship Center with food for lunch, and many of their students and families volunteered for the cleanup efforts, including: (See Evangel Worship Center volunteer list below and registration sheet.)

Evangel Worship Center

Pastor Timothy Hall and Debra Hall and parishioners donated the use of the Evangel Worship Center's church facility, the car wash and bouncy room fund raisers. Evangel Worship Center volunteers prepared, served food, kitchen/dining room setup and clean up; car wash and bouncy room fundraisers. Rev. Tim Hall conducted the prize drawings. Brian and Chemin Alldredge, owners of Tae Kwon Do Unlimited - did both kitchen and litter cleanup. Stella Labarda and Caleb Labarda- cleaning and setup. Verllne "Vie" Baskerville, Evangel Kitchen Operations Manager. Janna Bennett, food server and provided donuts. Alba and Becky Bryan, food servers - served lunch. Kitty Bush served food. Sam DiGiovanni, cleanup and setup assistant - assisted wherever he was needed. Norma Hayden prepared and served food. A.D. "Corky" and Elaine Hill served food. Carmen Johnson, prepared and served food. Linda, Jamie, David and Emily Sibert, cleaned and served food. Brian and Marlene Supalla and grandchildren, Trevor and Kylie - litter and dining Room cleanup and childcare. Jim and Lori Talley - served food, cleaned dining room, did setup and take down. Pat and Karen Tavasci, food servers. Glenn and Lisa, daughter Chevy Yazzie - litter cleanup. Ray and Claudia Leete - bouncy room. Ruth Lowery - helped with everything needed. Matthew Smith - helped with everything needed.

Cottonwood Lion's Club

Juliet Efros, Verde Village, President Cottonwood Lions Club, volunteered to pick up litter.

Paul Green, First Vice President, Cottonwood Lions Club, volunteered to pick up litter.

Verde Valley Presbyterian Church

Karen Colby, Verde Valley Presbyterian Church's Clerk of the Session, helped with volunteer registration. Jean Nietupski - managed volunteer registration. Mary Ann Eggert - volunteered to do litter cleanup along Hombre Drive, between Camino Real and more. Sherry Twamley - For Our City Cottonwood cleanup event organizer. Special thanks to Sherry and Jean for the tremendous number of hours they both put

into planning, seeking donations, and organizing the event.

Cottonwood-Oak Creek School District

Tricia Winters, executive assistant to Superintendent Barb U'ren, volunteered to print signs for the event. They assisted with coffee and donuts. Several teams of children and youth from COCSD helped with the event.

Registration Desk Volunteers

Assisting Jean Nietupski were Gayle Durkin, Executive Director, Verde Valley Habitat for Humanity, managed the cleanup assignments and maps station. Tania Simms from Verde Valley Habitat for Humanity helped Jean Nietupski with volunteer registration. Cathy Wiseman, Verde Valley Habitat for Humanity, checked out yard tools for volunteers. Karen Colby, Verde Valley Presbyterian Church's Clerk of the Session, helped with registration. Brenda Allison helped with registration. Adela Martinez helped with registration.

Non-profit Organizations and Local Residents

Adela Martinez helped with registration while her daughter, Belicia Martinez, volunteered to help at the bouncy room. Teacher Kristie Tuell, MVP Builders Club, Mountain View Preparatory School and her students participated. Richard Shay, Chamber of Commerce, volunteered. Carol Quasula, Site Director for Catholic Charities/The Loft and five Loft homeless volunteers helped. John and Beverly Emerson were the volunteer event videographers.

Taylor Waste and Taylor and Sons Hauling

Scott Taylor and family of Taylor and Sons Hauling assisted. Stake Chair of Cottonwood Church of Jesus Christ of Latter-day Saints Chris Taylor and family--owners of Taylor Waste, provided invaluable services during the cleanup by donating their equipment, trucks and trailers to gather trash bags from roadsides and parks throughout the city. Both of their families volunteered to clean up and revitalize four seniors' yards in Verde Village and four seniors' homes in the city of Cottonwood along with For Our City Cottonwood volunteers and Leonard Filner from Verde Valley Habitat for Humanity.

Cottonwood Church of Jesus Christ of Latter-day Saints and Helping Hands

Gregg Jossie, member of Cottonwood Church of Jesus Christ of Latter-day Saints - on location photographer and Wayne Cockerel, Public Affairs Director of Church of Jesus Christ of Latter-day Saints attended many planning meetings. Wayne organized the list of elderly people who had called in for yard work assistance. The cleanup team is indebted to the Cottonwood Church of Jesus Christ of Latter-day Saints for their generosity and selfless giving during the Oct. 27, 2012 community-wide cleanup event and senior home repairs. Senior LDS church member, Sam Chamberlain, graciously offered to assist with registration and to help direct volunteers. Chris Taylor, chair of the church and owner of Taylor Waste, and Scott Taylor's family, provided invaluable services during the cleanup by donating their equipment, trucks and trailers to gather trash bags from roadsides and parks throughout the city during the cleanup. Taylor

and Sons Hauling provided dumping bins to assist with cleaning up yards of the elderly who were helped with the For Our City Cottonwood program. They worked in both Cottonwood and Verde Village. Many LDS church members combed the Riverfront Park and other sites to collect litter.

Prize Drawing Winners

Walmart bicycles - Elyssa Ebel and Roy Buck

Other prize drawing winners include: Rachel DeLong won a Georgie's Cafe restaurant gift certificate. Clinton Dobrinski won a restaurant gift certificate and Juliet Efros won Zumba classes. Mary Ann Eggert won Brandi's Restaurant meal certificates, Abidean Lewis won Tae Kwon Do Unlimited lessons and there were four winners of R&R Pizza Express gift certificates.

--Reported by Sherry Twamley, Event Organizer, Morgan Scott, Chris Moran, Jeff Darley, Diane Joens, Margaret Paddock.

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		



**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 13, 2012
Subject:	Application to Add Sampling Privileges to the Active Suzy Q Liquor License.
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Recommendation of approval or denial by the City Council of an Application to Add Sampling Privileges to an active liquor license held by Linda S. Harrison for Suzy Q .

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve the Application to Add Sampling Privileges to an active liquor license held by Linda S. Harrison for Suzy Q located at 962 S. Main Street."

BACKGROUND

The Suzy Q located at 962 S. Main Street currently has an approved liquor store (series 9) liquor license. The owner/agent of the Suzy Q, Linda S. Harrison, has submitted an application to add sampling privileges to the liquor store license.

JUSTIFICATION/BENEFITS/ISSUES

All Sampling Privilege Liquor License Applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for locations that currently have a liquor license in the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

 [11-13-12_Suzy_Q_LL.pdf](#)

Description:

Suzy Q LL

Type:

Cover Memo

State of Arizona
Department of Liquor Licenses and Control

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

- Liquor Store (series 9)
 Beer and Wine Store (series 10)

Sampling Privileges Form

Applicant's Name: Linda S. Harrison (check one) Owner Agent

Mailing Address: PO Box 3561 Cottonwood AZ Yavapai 86326
Street Address or P.O. Box City State County Zip Code

Business Phone Number: (928) 634-7901 Email: hayzak@msn.com

Business Name: RL Hertz Enterprises Inc Current License #: 09130039

Physical Location of Business:

962 S. Main Street Cottonwood AZ Yavapai 86326
Street Address City State County Zip Code

I, Linda S. Harrison, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

- LHP 1. the premises shall contain at least five thousand square feet to be eligible for sampling privileges for Beer and Wine Store (series 10) applicants only (A.R.S. §4-206.01(J)).
- LHP 2. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
- LHP 3. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
- LHP 4. The licensed retailer shall make sales of sampled products from the licensed retail premises.
- LHP 5. The licensee shall not charge any customer for the sampling of any products.
- LHP 6. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
- LHP 7. Accurate records of sampling products dispensed shall be retained by the licensee.
- LHP 8. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
- LHP 9. The sampling shall be conducted only on the licensed premises.
- LHP 10. Upon approval of this form, a license for a liquor store with sampling privileges (series 9S) or a beer and wine store with sampling privileges (series 10S) will be issued and mailed to the licensee's address of record. The license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)

LD
LD

11. Liquor store license sampling privileges are not transferable.

12 OCT 9 Liqr. Dept PM12:43

12. I have read, understand, and assume responsibility for compliance with A.R.S. §4-206.01.

A.R.S. §4-206.01. Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

I, Linda S Harrison, attest that I am the OWNER/AGENT filing this form, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01 at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the \$100 issuance fee and the annual \$ 60 renewal fee for these sampling privileges. Sampling privilege renewal fees are due at the same time as the renewal for the "current license #" identified on page 1 of this application.

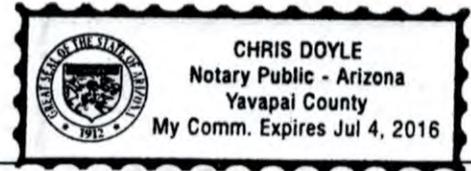
[Signature] _____ Title President Date 10 8 / 12
Signature, Title Date

Notarized Signature

The forgoing instrument was acknowledged before me this 3 of October, 2012.
day month year

Notary Public: [Signature] _____
Signature

My commission expires: 4 July, 2016
day month year



For DLLC Use Only

S License #: _____ Date of issuance: ____/____/____

Issuance fee applicable? Yes No \$100 issuance fee collected

Initials: _____

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 13, 2012
Subject:	Application for Extension of Premises/Patio Liquor License Permit for the Old Town Red Rooster Cafe.
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Recommendation of approval or denial by the City Council of an Application for Extension of Premises/Patio Liquor License Permit submitted by Shane Smith for the Old Town Rooster Cafe.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

“I move to approve the Application for Extension of Premises/Patio Liquor License Permit for the Old Town Red Rooster Cafe located at 901 N. Main Street.”

BACKGROUND

The Old Town Red Rooster Cafe, located at 901 N. Main Street, is expanding into the adjacent building formerly occupied by the Don’s Smoke Shop. In order to serve alcohol in the expanded section of the café, they are required to apply for an Application for Extension of Premises/Patio Liquor License Permit.

JUSTIFICATION/BENEFITS/ISSUES

All Applications for Extension of Premises/Patio that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for locations that currently have a liquor license in the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council’s recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [11-13-12 Red Rooster LL.pdf](#)

Red Rooster Extension of Premises LL

Cover Memo

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service - List specific purpose for change: EXPANSION
Temporary change for date(s) of: / / through / / List specific purpose for change:

- 1. Licensee's Name: SMITH SHANE DOUGLAS
2. Mailing Address: 901 N. MAIN ST COTTONWOOD AZ 86326
3. Business Name: OLD TOWN RED ROOSTER CAFE LLC LICENSE #:
4. Business Address: 901 N. MAIN ST COTTONWOOD YAVAPAI AZ 86326
5. Business Phone: 928 649-8100 Residence Phone: 928 274 7904
6. Do you understand Arizona Liquor Laws and Regulations? [X] YES [] NO Fax #: ()
7. Have you received approved Liquor Law Training? [] NO [X] YES If so, when does your Certificate expire? 9/6/15
8. What security precautions will be taken to prevent liquor violations in the extended area?
9. Does this extension bring your premises within 300 feet of a church or school? [] YES [X] NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

[] Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Investigation Recommendation [] Approval [] Disapproval by: Date: / /

****After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

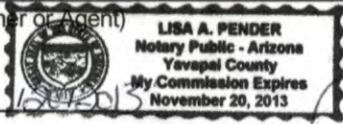
(Authorized Signature) (Title) (Agency)

I, SHANE DOUGLAS SMITH, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X [Signature] (Signature of Owner or Agent)

State of Arizona County of Yavapai
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
18th Day of October 2013
Day Month Year

My commission expires on: 11/20/2013

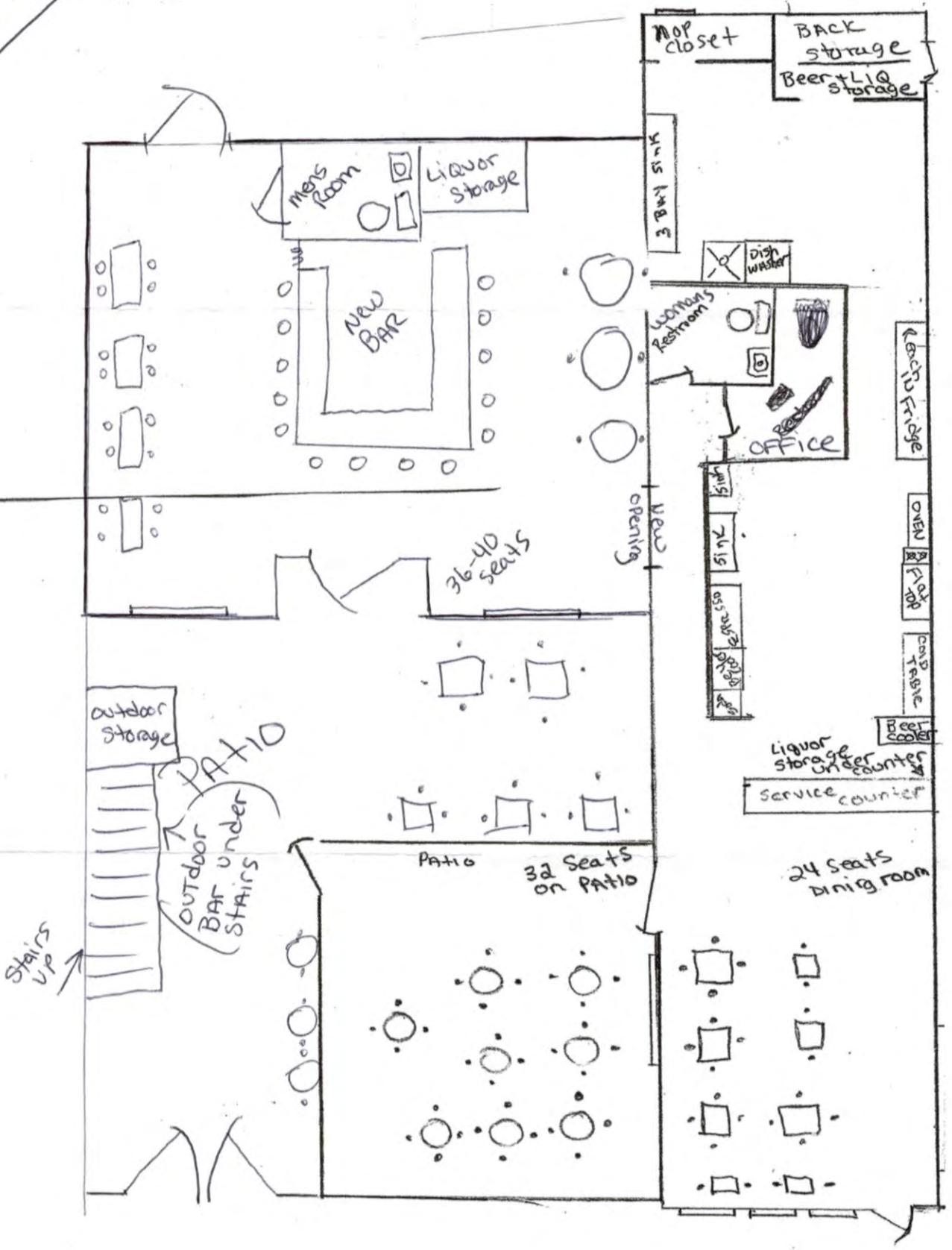


[Signature] (Signature of NOTARY PUBLIC)

Investigation Recommendation [] Approval [] Disapproval by: Date: / /

Director Signature required for Disapprovals Date: / /

NOT TO SCALE



**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 13, 2012
Subject:	Cottonwood Community Garden
Department:	City Clerk
From:	Diane Joens, Mayor

REQUESTED ACTION

Council consideration of terminating the Memorandum of Understanding (MOU) with the Cottonwood Community Gardens, LLC, and approving the City Clerk overseeing the garden plot registrations and upkeep of the common garden area.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

BACKGROUND

The council approved the use of approximately one acre of land at Riverfront Park for a community garden in November of 2008. Subsequently, a Memorandum of Understanding with Cottonwood Community Gardens LLC, was approved by the council for the purpose of establishing and maintaining the community garden.

Over the past three years the garden has been overseen by dedicated members of the community and has been utilized by local citizens and some businesses. Bobbie Jo Gooslin has conducted gardening classes with children and is the person who has been in charge of registrations for the garden. Ms. Gooslin has donated hundreds of hours of her personal time and funds to keep the garden productive. She has planted, picked and distributed thousands of pounds of produce and donated it to the local Food Banks, Senior Center and Old Town Mission. She was assisted by her good friend Irene. They have both assisted the Mayor and Council with Let's Move projects and teaching children how to plant container gardens at National Night Out.

Ms. Gooslin recently approached the mayor stating that she would like to stay involved, but would be willing to accept assistance with the great amount of work involved in this community project.

The City Clerk has volunteered to accept and keep track of the community garden

registrations and the monthly common area cleanups. If the council approves of her assuming this responsibility, the Memorandum of Understanding with Cottonwood Community Gardens LLC, will have to be terminated as per Section IV of the MOU.

JUSTIFICATION/BENEFITS/ISSUES

The community garden provides an opportunity for residents to grow their own healthy food which promotes health and wellness in the community.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
11-13-12 Community Garden MOU.pdf	Community Garden MOU	Cover Memo

MEMORANDUM OF UNDERSTANDING
between
The City of Cottonwood
and the
Cottonwood Community Gardens LLC

This Memorandum of Understanding is entered into between the City of Cottonwood, Yavapai County, Arizona a municipal corporation of the State of Arizona (hereinafter "City"), and Cottonwood Community Gardens LLC, a non-profit entity organized under the laws of the State of Arizona, (hereinafter "CCG") and collectively referred to as "the Parties", for the purpose of establishing and maintaining a Community Garden at Riverfront Park.

In consideration of the mutual agreements expressed herein, it is hereby agreed as follows:

I. GENERAL PROVISIONS

1. The City Council has authorized a certain parcel of land within Riverfront Park to be improved and maintained as a Community Garden, for the use, benefit and enjoyment of its citizens. That parcel of land, approximately one acre in size, is depicted on the site map attached to this Memorandum as Exhibit A.
2. Parking for Garden users shall initially be available at the Dog Park parking lot and the Youth Ball field parking lot area, until such time as direct access and dedicated parking is established.
3. CCG shall be solely responsible for funding and/or constructing any and all improvements to the Garden site, and once the improvements are constructed, CCG shall be responsible for administering the Cottonwood Community Garden, for the duration of this Memorandum.

II. SCOPE OF WORK AND OBLIGATIONS OF PARTIES

There are to be three (3) phases to the project: (1) the Design Phase; (2) the Construction Phase; and (3) the Operation Phase. CCG shall keep and maintain adequate records for any and all improvements, changes or repairs to the site, and shall provide copies of all such records to the City upon request, or upon termination or expiration of this Memorandum of Understanding.

A. Phase One: Design

1. CCG shall coordinate with the Cottonwood Parks and Recreation Dept. on the design the Cottonwood Community Garden.
2. CCG shall obtain approval from the City's Community Development Department for the layout of the garden and the design of the improvements prior to commencing construction of those improvements. The Community Development Department may, but need not, seek the input of the City's Planning and Zoning Commission in conducting this review.

3. The quality of the improvements shall be consistent with the quality of other improvements at the park. Specific design criteria for the Garden shall include, but are not limited to, the following:
 - a) CCG shall install a chain link (or better) fence around the perimeter of the Garden no less than six feet in height.
 - b) CCG shall provide for access to the Garden site via a locked gate, suitable for vehicles, and a separate locked entrance, suitable for persons.
 - c) CCG shall install an irrigation system to bring water from the Cottonwood Ditch to the interior of the site.

B. Phase Two: Construction

1. Following the approved design criteria and site layout, CCG shall procure and pay for all materials, equipment, and services used to construct the improvements.
2. All improvements shall be constructed in accordance with all applicable laws, regulations and ordinances, and shall be constructed by properly licensed and qualified individuals or firms, or volunteers.

C. Phase Three: Operation

1. Upon completion of the improvements, CCG shall be responsible for administering the Cottonwood Community Garden including establishing and posting fair and reasonable rules governing the assignment, use and maintenance of plots and common areas.
2. CCG shall be responsible for any and all costs incurred in connection with irrigating the plots within the Garden, including the procurement and maintenance of any equipment, and power costs. Moreover, CCG shall take steps to ensure the conservation and prudent use of ditch water.
3. The City shall provide and maintain suitable toilet facilities at or near the Garden site.

III. INDEMNIFICATION

CCG hereby agrees to hold harmless and indemnify the City against any and all claims, losses, damages, costs, and liabilities of any kind or nature whatsoever (including reasonable attorneys' fees) arising out of the establishment and operation of the Cottonwood Community Garden, excepting claims arising from the sole negligence of the City, its officers or employees. This right of indemnification shall survive the termination or expiration of this Memorandum.

IV. TERMINATION

1. Either party may terminate this agreement for any reason upon 30 days written notice.

2. This AGREEMENT may be terminated pursuant to A.R.S. §38-511.

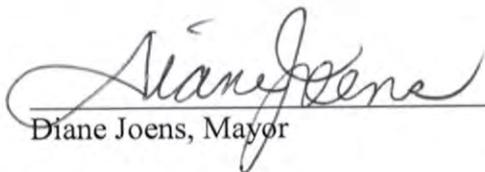
For CCG:



Ralph Bauer, President
Cottonwood Community Gardens LLC

4-29-2009
Date

For City of Cottonwood:



Diane Joens, Mayor

4-9-09
Date

ATTEST:



City Clerk

4-9-09
Date

APPROVED AS TO FORM:



Jeff Dollings, Esq.
Mangum, Wall, Stoops & Warden, P.L.L.C.
City Attorneys

4-22-09
Date

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 13, 2012
Subject:	City of Cottonwood Municipal Code; Title 6- Animals; Revision
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Council consideration to adopt the proposed revision to Municipal Code Title 6-Animals. This revision will enhance the language of the title for the community's understanding as well as the City's ability to effectively and efficiently enforce violations involving the animal population's treatment, safety and wellbeing.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:
N/A--Work session discussion and direction only.

BACKGROUND

The City has taken much initiative in adopting language to protect the community and animal population as a whole and adding language as necessary when seen fit. However, the current Title 6 as a whole is vague in many areas leaving too broad of an interpretation to effectively determine and enforce violations.

Also, the current Title 6 is not as easily maneuvered and sectioned for the community's benefit in reading and complying with the Title.

After researching animal related law in many states, counties, and municipalities as well as consulting with several other agencies, a new revision to Title 6 will better serve and benefit the community and employees enforcing the Title.

JUSTIFICATION/BENEFITS/ISSUES

The position of “Dog Catcher” has quickly changed, adapted, and evolved over the last 20 years all across The United States of America. From Dog Catcher to Animal Control Officer to Animal Care and Control Officer, the position has gone from being thought of as the least regarded position in a municipality to a highly respected and incredibly welcomed face in every community.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Title 6 municipale code revisions 2.docx	Title 6 Animal Code Revisions	Cover Memo

Chapter 6.01 - INTRODUCTION

MISSION STATEMENT:

The purpose and intent of Title 6 is to protect public health and safety and promote the general welfare of citizens and animals residing within the City. Pet ownership is encouraged and welcomed when it is accompanied by responsible, caring, humane and legal treatment of the animal. Pet owners and caregivers must be respectful of the rights of their fellow citizens, public and private property, and quality of life as it is impacted by their animal(s). Owners are responsible for properly training and/or securing their animals so as to prevent them from causing damage, injury, or nuisance. Owners must also carefully manage their pet's ability to procreate so as to prevent the addition of unwanted stray and feral animals and to help actively reduce the euthanasia of surplus pets in our community.

DEFINITIONS:

The following words, terms and phrases, when used in Title 6, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

"Abandon" means the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of 24 hours, regardless of where such animal may be found or kept.

"Abuse" refers to physical injury, physical pain, and death.

"Animal Shelter" means any facility designated by the City for the purpose of housing and caring for animals held under the authority of this chapter

"At large" means off the premises of the owner, not under the control of the owner or other persons acting for the owner by physical restraint on a leash.

"Baiting" means to attack with violence, to provoke, or to harass an animal with one or more animals for the purpose of training an animal for, or to cause an animal to engage in, fights with or among other animals.

"Bite" means that the skin has been torn by an animal's teeth.

"Caregiver" refers to the responsible person caring for a maintained colony of cats.

"Cat" means the domestic cat, *Felis catus*.

"Citation" means a written notice issued to a person by an officer stating that the officer has probable cause to believe that the person has committed an infraction in violation of this chapter and that the court will hear the charge.

"Collar" means a band, chain, harness or suitable device worn around the neck of a dog to which a license may be affixed.

"Dog" means any domesticated member of the *canis familiaris* family.

"Domestic" refers to a household pet of a tame nature.

"Ear -tipping" is a straight line cutting of the tip of the left ear of a cat while the cat is under anesthesia.

"Enforcement agent/officer" means a person employed by the city of Cottonwood responsible for the enforcement of this chapter and the regulations promulgated thereunder.

"Feral" means any wild cat or dog, whether it was born in the wild or reverted to a wild state due to abandonment or lack of domestication.

"Fowl" means poultry of any kind, including but not limited to chickens, pheasants, guineas, turkeys, peacocks, ducks, and geese.

"Leash" means a line made of rope, chain or other suitable material, not less than one-quarter inch in diameter the purpose of which is to restrain a dog.

"Livestock" means all animals of the equine, bovine, ratite or swine class. This includes goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

"Maintained Colony" refers to a group of cats being taken care of in a TNR Program.

"Motor vehicle" includes, without limitation, an automobile, a pickup truck, or any self-propelled vehicle or a trailer that is drawn by a self-propelled vehicle.

"Neglect" refers to not having food, water, shelter, or medical attention readily available.

"Nuisance" means that which causes offence, annoyance, trouble or injury.

"Owner" means any person, partnership, corporation or other legal entity owning, harboring, or keeping any animal, or in the case of a person under the age of 18 years of age, that person's parent or legal guardian. This definition shall not apply to any veterinary clinic or boarding kennel.

"Pound" means any establishment authorized by the city for the confinement, maintenance, safekeeping and control of dogs that come into the custody of the police department.

"Scratch" means that the skin has been penetrated by an animal's claws, horn, or other appendage.

"Serving dog" means a dog in the service of assisting a person diagnosed as having a hearing, visual, or substantial mobility impairment.

"Spayed or neutered" means rendered permanently incapable of reproduction by a licensed veterinarian.

"TNR Program" (Trap-Neuter-Release Program) means a program pursuant to which feral and stray cats are trapped, evaluated, neutered or spayed, and vaccinated against rabies.

"Unprovoked" means any situation where the victim has been acting peaceful and lawful.

"Vaccination" means an anti-rabies vaccination using a type of vaccine approved by the state veterinarian.

"Veterinarian" means a person trained and authorized to treat animals medically who is duly licensed and registered

"Vicious Dog" means any dog that bites human beings without provocation; or with a known propensity, tendency or disposition to bite human beings; or any dog that, while at large, kills or causes injury to domestic animals.

VIOLATIONS - PENALTIES

Any violation charged with a criminal petty offense will be fined in accordance to ARS 13-802.

Any violation charged with a criminal class 2 misdemeanor will be sentenced in accordance to ARS 13-707 and fined in accordance to ARS 13-802.

Chapter 6.04 - GENERAL REQUIREMENTS

Sections:

6.04.010 – Care requirements.

6.04.020 - Cruel treatment prohibited.

6.04.030 - Trapping.

6.04.040 – Housing requirements

6.04.050 –Feeding of feral animals

6.04.060 - Noisy animals prohibited.

6.04.070 – Removal of animal waste

6.04.080 - Diseased animals.

6.04.090 - Prohibition of the sale or giveaway of animals.

6.04.100 – Protection of animals and public

6.04.110 - Dangerous animals-Prohibited.

6.04.120 - Dangerous animals-Killing permitted when.

6.04.130 – BEES- Keeping-Permission required

6.04.140 – Cats

6.04.150 –Cats-TNR Program

6.04.010 - Care requirements

Any animal restrained on an owner's premises shall be cared and provided for. No owner shall fail to provide their animal with water, good and wholesome food appropriate to the species, proper shelter and protection from the weather at all times, veterinary care, sufficient exercise and humane care and treatment.

A. The owner or caretaker of an animal shall provide clean water for the animal in a sufficient quantity to maintain the animal in a healthy condition. Water shall be provided at all times in a stable container that is sized appropriately for the animal's species and breed.

B. Owners and caretakers of animals shall provide all health related grooming, cleaning and parasite control required to ensure that the animals are maintained in a humane state and able to carry out normal activities.

C. The owner or caretaker to any sick or injured animal shall seek veterinary care when needed to prevent suffering.

** Any violation of this section will be charged as a criminal class 2 misdemeanor.*

6.04.020 - Cruel treatment prohibited.

It is unlawful for any person to torture or ill-treat any animal whether belonging to self or to any other person.

A. No person shall unnecessarily overload, overdrive, torture or torment, deprive of necessary sustenance or shelter, beat, mutilate, or inhumanely kill, or otherwise abuse any animal or cause or permit the same to be done.

B. No person shall abandon any animal.

C. Any person who commits any of the following acts shall be in violation of this section:

1. Baiting, breeding, training, transporting, selling, owning, possessing, or using any wild or domestic animal for the purpose of animal fighting or baiting;

2. Betting or wagering any money or other valuable consideration on the fighting or baiting of animals.

3. Attending the fighting or baiting of animals.

4. Providing or allowing property for use in the housing, training, transport, fighting or baiting of animals.

D. It is unlawful for any person to poison any domestic animal to include but not limited to poultry and livestock, or to distribute poison in any manner whatsoever, with the intent or the purpose of poisoning any domestic animal to include but not limited to poultry and livestock, or to willfully injure or disfigure any dog or dogs, within the city, except that any officer or agent of the United States or of this state or of the city who exposes poison to be taken by predatory animals shall be exempted from the provisions of this section.

** Any violation of this section will be charged as a criminal class 2 misdemeanor.*

6.04.030 -Trapping.

Any person who is a property owner or agent of property owner may trap domestic animals or feral animals on their property by use of humane live traps only. Trapped domestic animals or feral animals may be turned over to an ordinance enforcement officer. The relocation and abandonment of any species of domestic animal or feral animal is strictly prohibited.

6.04.040 -Housing requirements

Any person who keeps or causes to be kept any horses, mules, cattle, burros, goats, sheep or other livestock, poultry within the corporate limits of the city, as allowed by the specific zoning ordinances associated with the property, shall keep such livestock or poultry in a pen or similar enclosure to prevent their roaming at large. Any such livestock or poultry running at large may be impounded as provided in this chapter. It is unlawful to cause or allow any stable, pen, or other enclosure where any animal is or may be kept to become unclean or unwholesome.

** Any violation of this section will be charged as a criminal class 2 misdemeanor.*

6.04.050 –Feeding of feral animals

A. It is unlawful to feed or harbor any feral animal within city limits as feral animals constitute health and environmental risks to domesticated animals, wildlife and persons.

Exceptions are as follows:

- 1.** A person may feed or harbor a feral animal on their own private property as long as
 - a.** the person accepts legal responsibility for the feral animal and ensures compliance with all provisions of this chapter and
 - b.** the feral animal has been spayed or neutered and
 - c.** The feral animal is kept currently vaccinated against rabies.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.060 - Noisy animals prohibited.

It is unlawful for any person to keep or harbor within the city any animal which frequently or for continuous duration barks, howls, whines, or makes other verbal noises by day or night and disturbs the peace and quiet of any reasonable person or family.

A. No person shall keep or harbor an animal which barks, howls, whines, or making other verbal noises in violation of this section. It shall constitute a violation of this section if the barking , howling, whining, or other verbal noises that are made continually occur and are audible beyond the property line of the premises on which the animal is located if:

- 1.** It occurs for more than 5 minutes between the hours of 10:00 pm and 8:00 am or;
- 2.** It occurs for more than 15 minutes between the hours of 8:00 am and 10:00 pm or;
- 3.** For a shorter duration than cited above, but on more than five occasions within a given ten-day period if attested to by complaints from two or more separate properties.
- 4.** In order to abate the nuisance created by an animal barking, howling, whining, or making other verbal noise in violation of this section, enforcement officers may enter the yard and may seize any such animal from the yard where the violation is occurring if the officer is unable to contact the owner or if the owner is unwilling to take action to stop the nuisance.

B. It shall be a defense to such violation if the owner of an animal proves by a preponderance of the evidence that the only reason the animal was barking, howling, whining, or making other noises was that the animal was being provoked by a person or otherwise being incited.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.070 – Removal of animal waste

A. The owner or custodian of any animal, including but not limited to dogs, cats, livestock, horses, or any other animal under their control within the City of Cottonwood, shall be responsible for the immediate clean

up and proper disposal of all feces deposited by animal on public property including but not limited to sidewalks, walkways, trails, recreation areas, and parks, Or on any privately owned property without the consent of the owner.

B. Exceptions to this section shall include unsighted persons while relying on a guide dog, police officer or other law enforcement officer accompanied by police dogs. Or for horses and or livestock at the equestrian center or taking part in an authorized public event or parade that have separate rules and regulations regarding the collection and removal of stated animals' feces.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.080 - Diseased animals

A. It is unlawful to allow any domestic animal afflicted with a contagious or infectious disease to run at large, or to be exposed in any public place whereby the health of man or beast may be affected. It is unlawful for such diseased animal to be shipped or removed from the premises of the owner thereof, except under the supervision of the police chief or enforcement agent.

B. It is the duty of the police chief or enforcement agent, at the owner's expense and under the direction of a licensed veterinarian and/or health official, to secure such disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infection, except in cases where the State Health Officer or State Veterinarian is empowered to act.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.090 - Prohibition of the sale or giveaway of animals.

A. It is unlawful for any business or store to allow any person(s) to sell or give away any animal in front of any business or store in the city limits of Cottonwood, Arizona.

B. It is unlawful for any person(s) to give away or sell any animal in front of any business, store or on the side of any public roadway in the city limits of the city of Cottonwood, Arizona.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.100 - Protection of animals and public

A. No person shall transport or carry on any public highway or public roadway, any dog or other animal in or on a motor vehicle unless the dog or other animal is enclosed within the vehicle or protected by a container, cage, cross-tether, or other device to prevent the animal from falling from, being thrown from, or jumping from said motor vehicle.

B. Any *animal* in a parked motor vehicle shall be confined in the manner set forth above so as to prevent it from reaching to or beyond the outside edge of such vehicle with any portion of its body. A law enforcement officer or an animal control officer shall be empowered to remove an animal that is not so confined from a motor vehicle when it appears that said animal may itself be in danger or when it appears that said animal may endanger the safety of the public.

C. No person shall leave or confine any animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.

1. Removal authorized. A law enforcement officer or enforcement agent shall be empowered to take all steps that are reasonably necessary to remove an animal from a motor vehicle if the animal's safety, health or well-being appears to be in immediate danger from heat, cold or lack of adequate ventilation and the conditions could reasonably be expected to cause extreme suffering or death.

2. Notice required. A law enforcement officer or Enforcement agent who removes an animal in accordance with subsection 1 shall, in a secure and conspicuous location on or within the motor vehicle, leave written notice bearing the officer's or agent's name and office and the address of the

location where the animal may be claimed. The owner may claim the animal only after payment of all charges that have accrued for the maintenance, care, medical treatment and impoundment of the animal.

3. Immunity. A law enforcement officer or Enforcement agent who removes an animal from a motor vehicle pursuant to subsection 1 is immune from criminal or civil liability that might otherwise result from the removal.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.110 - Dangerous animals - Prohibited.

It is unlawful to permit any dangerous or vicious animal of any kind to run at large within the city and such animals shall be immediately impounded by the police department. Exhibitions or parades of animals which are of a feral or wild nature in the eyes of the law may be conducted only upon securing a permit from the chief of police.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.120 - Dangerous animals-Killing permitted when.

The members of the police department or any other persons in the city are authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person or property in a safe and humane manner.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.130 – BEES- Keeping-Permission required

It is unlawful to keep or care for bees or maintain any stands or hives of bees within the corporate limits of the city without the written permission of the council.

** Any violation of this section will be charged as a criminal petty offense.*

6.04.140 – Cats

No owner of any cat shall allow the animal to freely roam out of doors unless it has been spayed or neutered. The owner of each spayed or neutered cat shall keep a record for each cat from a duly licensed veterinarian containing a description of the cat, the name of the owner and the date on which the spaying or neutering took place along with proof of current rabies vaccination as described in Chapter 6.11.040. An adult cat is described as a cat over the age of four (4) months.

** Any violation of this section will be charged as a criminal petty offense*

6.04.150 – TNR Program

Persons or organizations, establishing a TNR program within the City of Cottonwood must register with the City of Cottonwood Police Department and maintain any city business license or permit applicable. The Ordinance Enforcement Officer for the City of Cottonwood will be responsible for maintaining each TNR programs' registration and file.

A. Every TNR Program must provide and maintain each of the following documented records with the City of Cottonwood Police Department;

1. A detailed description of each cat in the maintained colony
2. Proof each cat in the maintained colony has been sterilized, vaccinated as provided in Chapter 6.11.040, and ear-tipped OR are being actively trapped so as to perform sterilization, vaccinations as provided in Chapter 6.11.040, and ear-tipped;
3. Specific feeding site location for the maintained colony.
 - a. Feeding site shall not be located in any roadway, alleyway, public area, or city owned property for the safety of the public.
4. Proof of current property owner and/or landlord permission at the site that the colony is being maintained; and
5. Current contact information for the responsible party, in the event that complaints are received concerning management of the colony

B. Every TNR Program must assure responsibility and arrangements for feeding the cat colony regularly throughout the year.

C. Every TNR Program must remove each cat in the maintained colony to be sterilized, vaccinated as provided in Chapter 6.11.040, and ear-tipped

D. Every TNR Program must remove kittens from the colony before eight (8) weeks of age for domestication and placement

E. Every TNR Program must remove sick or injured cats from the maintained colony for immediate veterinarian care or humane euthanasia

F. Every TNR Program must remove or relocate any cat in a maintained colony causing a nuisance to any citizen in the community.

The Ordinance Enforcement Officer reserves the right, including but not limited to;

A. Seize or remove cats from a maintained colony that have not been vaccinated against rabies and which are demonstrating signs of the disease;

B. Seize or remove a cat from a maintained colony that is creating a nuisance after the caregiver has been afforded fifteen(15) days to remove and relocate the cat and has failed to do so;

C. Seize and remove a maintained colony of cats when a caregiver is unable to provide care and management of the colony and has not been able to obtain a replacement or substitute caregiver.

** Any violation of this section will be charged as a criminal petty offense.*

Chapter 6.08 - IMPOUNDMENT

Sections:

6.08.010 - Poundmaster-Designated.

6.08.020 - Deputy poundmaster.

6.08.030 - Animals at large-Impoundment.

6.08.040 - Notice to owner.

6.08.050 - Keeping-Treatment.

6.08.060 - Redemption.

6.08.070 - Unredeemed animals-Sale.

6.08.080 - Impounding fees.

6.08.090 - Impeding poundmaster prohibited.

6.08.100 - Biting animal-Examination.

6.08.110 - Contracting for services.

6.08.010 - Poundmaster - Designated.

The chief of police is designated poundmaster for the City of Cottonwood.

6.08.020 - Deputy poundmaster.

The poundmaster shall have the right, subject to the approval of the council, to appoint such deputy poundmasters as he may deem necessary for the proper performance of the work and duties of the poundmaster, and any such deputy so appointed is empowered to perform any of the duties of the poundmaster set forth in this chapter.

6.08.030 - Animals at large-Impoundment.

It shall be the duty of the poundmaster and his deputies to impound all domesticated animals, poultry, or livestock found at large, or not in charge or under the care or control of some person, in the streets, alleys or other public places or vacant or unenclosed lots in the city.

6.08.040 - Notice to owner.

If the owner of any impounded animal, except dogs or cats, shall be known to the poundmaster and shall reside or have a known place of business *inside* the city *limits*, the poundmaster shall notify the owner of such animal personally or by letter through the post office within twenty-four hours after such animal has been taken up and impounded. The notice shall contain a description of the animal and shall state that unless reclaimed, such animal shall be sold at public auction to the highest bidder at the time and place specified in the notice. Copies of the notice shall be posted at the place of impoundment and at the City Hall.

6.08.050 - Keeping-Treatment.

The poundmaster shall provide for the keeping of all animals taken up and impounded by him or his deputies in a safe, convenient and comfortable place within or conveniently near the city limits and shall feed such animals at least once every twenty-four hours and treat them in a humane manner during the time they are impounded, which shall not be less than five days, unless sooner claimed by the owner, except dogs which shall be kept as provided in [Chapter 6.12](#).

6.08.060 - Redemption.

The owner of any animal, other than a dog, shall within five days after such animal has been taken up and impounded, apply to the poundmaster and pay the fees and charges provided by this title, the poundmaster shall *release* any such animal to the owner

6.08.070 - Unredeemed animals-Sale.

All animals, other than dogs, taken up and impounded under the provisions of this chapter which have not been claimed and for which the fees and charges have not been paid to the poundmaster by the owner within five days, shall at the time provided in the notice to owner, be sold by the poundmaster at public auction at the place of impoundment, to the highest cash bidder and he shall immediately pay to the clerk the proceeds of the sale of any such animal, which proceeds, after deducting therefrom the fees and charges, shall be paid to the owner of the animal if he appears and claims the same within thirty days after the sale, and if not, then the proceeds shall be paid into the general fund of the city. The poundmaster shall execute a bill of sale in favor of the purchaser of such animal and upon payment of the amount bid shall deliver the bill of sale to the purchaser.

6.08.080 - Impounding fees

The poundmaster shall collect from the owner of animals taken up and impounded and duly claimed by the owner, before delivering any such animals, a sum to be determined by resolution of the council for every animal so taken up, and additionally a sum for the care, watering and feeding of any impounded animal. All fees collected shall be paid into the general fund of the city.

6.08.090 - Impeding poundmaster prohibited.

It is unlawful for any person to in any manner intervene, impede, prevent, obstruct or intimidate the poundmaster *or* his deputies in the discharge of their duties in taking up or attempting to take up and impound any and all animals which it shall be their duty to impound under the provisions of this chapter, or who shall rescue or attempt to rescue any animal so taken up or to release any animal so impounded.

6.08.100 - Biting animal-Examination.

Whenever any animal, *other than dogs which apply to Chapter 6.11.050*, bites a person, the person so bitten and the owner of the animal shall immediately notify the police department, which shall cause an examination of the animal to be made by a duly licensed physician or a duly licensed veterinarian, and shall order the animal impounded as long as necessary for a complete examination. If it is determined that the animal is infected with rabies or other dangerous, contagious and infectious disease the police department may destroy such animal in as humane a manner as is reasonably possible. If at the end of the quarantine or impoundment, a veterinarian is convinced that the animal is free from such diseases, the animal shall be released. If the animal dies during the period of quarantine or impoundment, its head shall be sent to the laboratory at the department of health services for examination.

6.08.110 - Contracting for services.

The *city* council may enter into a contract with any person or organization for the operation of an animal pound and may enter into a contract with any licensed veterinarian for the medical care and humane disposal of animals impounded under the provisions of this title.

Chapter 6.11 – LICENSE- VACCINATION- RABIES

Sections:

6.11.010 - License—Required.

6.11.020 - License—Certificate—Tag.

6.11.030 - License—Delinquent.

6.11.040 - Vaccination required.

6.11.050 - Biting dogs, cats, or ferrets.

6.11.060 - Rabies-Infection-Disposition.

6.11.070 - Rabies-Destruction.

6.11.080 - Rabies-Moving prohibited.

6.11.010 - License—Required.

All dogs kept, harbored, or maintained in the city must be licensed if four months of age and older. Dog licenses shall be issued by the police department, shelter, or participating veterinary office upon payment of such fees as shall be set by resolution of the common council. The owner shall state at the time application is made for such license his/her name, physical address, dog's name, breed, color, and sex (certificate of sterilization must also be provided if applies) of each dog owned by and kept. No license shall be issued except upon presentation of proof of rabies vaccination as provided for in Section [6.12.040](#). The provisions of this section shall not apply to dogs brought into the city for purposes of any dog show. All serving dogs shall be licensed without payment of a fee only at the police department. Dog licenses shall be issued for a period of one year and shall run from the first day of January in each calendar year to the last day of December, the same year. Licenses issued shall be worn, either by collar or harness, only by the dog they were issued to.

** Any violation of this section will be charged as a criminal petty offense.*

6.11.020 - License—Certificate—Tag.

Upon payment of the license fee, there shall be issued to the owner a license certificate and a tag for each dog so licensed. The tag shall have the year for which it was issued and number corresponding with the number on the certificate. Every owner must provide each dog with a collar or harness to which the license tag must be affixed and must see that the collar or harness and tag are constantly worn. In case a dog tag is lost or destroyed, a new tag will be issued upon payment of the license fee established, as provided for in this chapter. Dog tags are not transferable from one dog to another. It is unlawful for a person to counterfeit or attempt to counterfeit a dog tag, certificate of vaccination or license certificate, or to take from a dog a tag legally placed upon it, or place a dog tag upon a dog unless the tag was specifically issued for that particular dog.

** Any violation of this section will be charged as a criminal petty offense.*

6.11.030 - License—Delinquent.

Except as provided for in Section [6.08.010](#), if the license is not obtained by the owner during the month of January of each year or within thirty days of the first possession of any dog or of its becoming four months old or within thirty days from the arrival of the dog in the city, whichever occurs first, the license payment shall be deemed delinquent and a penalty of five dollars shall be added to the license fee.

** Any violation of this section will be charged as a criminal petty offense.*

6.11.040 - Vaccination required.

Every owner of a dog, cat, or ferret within the corporate limits of the city must have it vaccinated against rabies by a veterinarian licensed to practice veterinary medicine under the laws of the state, and no more frequently than the effective period of the approved vaccine used. Vaccination is excused only if a licensed veterinarian certifies in writing that the vaccination would be injurious to the cat, dog or ferret's health. In such case, the cat, dog or ferret shall be confined to an enclosed building or kennel until the cat, dog, or ferret can be safely vaccinated. The chief of police may establish an administrative procedure to permit any licensed veterinarian to issue dog licenses and tags for dogs that have been vaccinated.

** Any violation of this section will be charged as a criminal petty offense.*

6.11.050 - Biting dogs, cats, or ferrets

Whenever any dog, cat, or ferret bites a person, the person so bitten or, if a minor, the parent of such person and the owner of the dog, cat, or ferret shall immediately notify the police department. The responding enforcement officer shall then cause the dog to be confined and observed as follows:

A. If unlicensed or unvaccinated within the prior three years, in the pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than ten days;

B. If licensed and vaccinated within the prior three years, be confined as provided for in subsection A of this section, or may be confined and quarantined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the enforcement agent.

** Any violation of this section will be charged as a criminal petty offense.*

6.11.060 - Rabies-Infection-Disposition.

A. If an enforcement agent believes that a dog, cat, or ferret has rabies or that a dog, cat, or ferret has been bitten by another dog, cat, ferret, or other animal which is believed to have rabies, such dog, cat, or ferret shall:

1. If unlicensed or unvaccinated within the prior three years, be confined or observed in the pound or, on request of and at the expense of the owner, at a veterinary hospital for a period of not less than ten days.

2. If licensed and vaccinated within the prior three years, be confined as provided for in subdivision 1 of this subsection or may be confined and quarantined at the home of the owner or wherever the dog, cat, or ferret is harbored and maintained with the consent of and in a manner prescribed by the enforcement agent.

B. If an owner of a dog, cat, or ferret or other person has reason to believe a dog, cat, or ferret has been exposed to rabies they shall notify the police department of such exposure and at the discretion of the responding enforcement officer, the responding enforcement officer may order that the dog be confined and observed as provided for in this section.

** Any violation of this section will be charged as a criminal petty offense.*

6.11.070 - Rabies-Destruction.

Any dog, cat, or ferret determined by a certified veterinarian to be infected with rabies after confinement and observation, as provided for in this chapter, shall be destroyed by an enforcement agent. If, upon termination of the confinement period, the veterinarian determines that the dog, cat, or ferret is free from rabies, it shall be released. If the dog, cat, or ferret dies during the period of confinement, its head shall be removed and sent to the State Department of Health Services for examination.

** Any violation of this section will be charged as a criminal petty offense.*

6.11.080 - Rabies-Moving prohibited.

It shall be unlawful for any dog, cat, or ferret owner or other person knowing that a dog, cat, or ferret has rabies or has been exposed to rabies to remove the dog, cat, or ferret from the owner's premises or beyond the limits of the city, if not initially located on the premises, except upon order of the chief of police or his enforcement agent.

** Any violation of this section will be charged as a criminal petty offense.*

Chapter 6.12 - DOGS

Sections:

[6.12.010 - Care requirements.](#)

[6.12.020 - Creating disturbance prohibited.](#)

[6.12.030 - Running at large prohibited.](#)

[6.12.040 - At large—Exemption.](#)

[6.12.060 - Impoundment-Grounds.](#)

[6.12.070 - Impoundment-Redemption and fees.](#)

[6.12.080 - Impoundment—Sale or destruction.](#)

[6.12.090 - Impeding poundmaster prohibited.](#)

6.12.010 - Care requirements

Any dog restrained on an owner's premises as required by Section [6.12.030](#) shall be cared and provided for. No owner shall fail to provide their dog with water, good and wholesome food, proper shelter and protection from the weather at all times, veterinary care, sufficient exercise and humane care and treatment.

A. The owner or caretaker of any dog shall provide clean water at all times in a stable container that is sized appropriately for the dog's size and breed.

B. Owners and caretakers of any dog shall provide all health related grooming, cleaning and parasite control required to ensure that the dog is maintained in a humane state and able to carry out normal activities.

C. The owner or caretaker of any sick or injured dog shall seek veterinary care as needed to prevent suffering.

D. The owner or caretaker of any dog kept or left outside the home for any length of time must provide shelter and protection from the elements

1. Shelter must be constructed of solid wood or other weather resistant material with the exception of metal and glass.

2. Shall be sufficient in size to the dog being sheltered, so as the dog may enter and have room to stand and turn around inside.

3. Shelter must be seasonally equipped with ventilation to provide movement of air during the heat to help cool down the dog. And dry and clean bedding must be provided during the cold to help pet retain heat such as blankets, wood chips, etc.

E. The owner or caretaker of any dog contained in an outdoor kennel or pen must allow adequate space for exercise. A minimum sized enclosure for any dog is 100 square feet. Dogs over 80 pounds must be provided with an additional 50 square feet. For each additional dog inside the enclosure another 50 square feet will be required per dog.

** Any violation of this section will be charged as a criminal class 2 misdemeanor.*

6.12.020 - Creating noise disturbance prohibited.

It is unlawful for any person to keep or harbor within the city any dog which frequently or for continuous duration barks, howls, whines, or makes other noises by day or night and disturbs the peace and quiet of any reasonable person or family.

A. No person shall keep or harbor a dog which barking, howling, whining, or making other noises in violation of this section. It shall constitute a violation of this section if the barking, howling, whining, or other noises that are made continually occur and are audible beyond the property line of the premises on which the dog is located if:

1. It occurs for more than 5 minutes between the hours of 10:00 pm and 8:00 am or;

2. It occurs for more than 15 minutes between the hours of 8:00 am and 10:00 pm or;

3. For a shorter duration than cited above, but on more than five occasions within a given ten-day period if attested to by complaints from two or more separate properties.

4. In order to abate the nuisance created by a dog barking, howling, whining, or making other noise in violation of this section, ordinance enforcement officers may enter the yard and

may seize any such dog from the yard where the violation is occurring if the officer is unable to contact the owner or if the owner is unwilling to take action to stop the nuisance.

B. It shall be a defense to such violation if the owner of the dog proves by a preponderance of the evidence that the only reason the dog was barking, howling, whining, or making other noises was that the dog was being provoked by a person or otherwise being incited, or was acting as a guide dog, hearing dog, service dog, or police work dog.

** Any violation of this section will be charged as a criminal petty offense.*

6.12.030 - Running at large prohibited.

A. Every person owning or having charge, care, custody or control of a dog of any age shall keep such dog exclusively upon their own property and shall have the dog restrained by a sufficient fence, leash, or both; provided, however, that a dog may be on such owner's premises and not restrained by fence or leash so long as it is under the immediate control of a competent person through voice or physical command.

B. Tethers on an owner's premises must follow the following guide lines:

1. The tether shall be attached to a properly fitted collar or harness. The use of a prong collar is prohibited.

2. The tether shall not extend over an object or edge in such a way that could result in strangulation of or injury to the animal. The length of the tether must be a minimum of six (6) feet and allow entry and egress from shelter, access to drinking water, and freedom to move about and avoid entanglement on objects.

3. The weight or gauge of any tether or chain shall not be more than necessary to establish direct control. Logging chains and vehicle tow chains are expressly prohibited. No person shall add any weight to an animal collar, harness, chain or tether.

4. No animals shall be tethered and left unattended on a vacant or abandoned property.

C. Any dog found running at large in violation of this chapter may be taken up and impounded. If a dog cannot safely be taken up and impounded due to its dangerous, vicious, or fierce propensities, it may be destroyed by a law enforcement officer in order to protect the health and safety of citizens.

D. A dog may be off the owner's property if it is under the control of a competent person and restrained by a leash of not more than six feet in length, nor less than one-quarter inch in diameter.

** Any violation of this section will be charged as a criminal class 2 misdemeanor.*

6.12.040 - At large - Exemption

A. A dog may run at large while participating in field trials, obedience classes, kennel club events, organized school or park-sponsored shows, while assisting its owner or trainer in legal hunting or herding livestock, while assisting a police officer engaged in law enforcement duties, or while assisting its blind or deaf master, as long as sufficient control is exercised to permit immediate leashing of the dog upon any person's reasonable request.

B. Dogs are allowed inside motor vehicles, including truck beds while parked, without restraint and under constant supervision, but as soon as the dog leaves the motor vehicle or truck bed, it is considered to be at large.

6.12.050 - Impoundment-Grounds

It shall be the duty of the police department to apprehend and impound any dog found running at large in violation of the provisions of this chapter.

6.12.060 - Impoundment - Redemption and fees

Any impounded dog may be reclaimed by its owner, or such owner's agent; provided, that the person reclaiming the dog furnishes proof of current license and rabies vaccination and pays the cost of impoundment in accordance with a fee schedule adopted by the city. Proof of ownership may be required.

6.12.070 - Impoundment—Sale or destruction.

Every impounded dog shall be kept and maintained at the pound for a minimum of seventy-two hours unless claimed by its owner. Any person may purchase such dog upon expiration of the impoundment period, provided such person pays all impoundment fees and complies with the licensing and vaccinating provisions of this chapter. Any dog unclaimed by its owner within seventy-two hours of impoundment may be destroyed in a humane manner.

6.12.080 - Impeding poundmaster prohibited.

It is unlawful for any person to intervene with, impede, prevent or attempt to intervene with, impede, prevent, obstruct or intimidate the chief of police or any of his personnel in the discharge of their duties in taking up or attempting to take up and impound any and all animals which it shall be their duty to impound under the provisions of this chapter, or to rescue or attempt to rescue any animal so taken up by the poundmaster or member so the police department, or to release any animal so impounded.

** Any violation of this section will be charged as a criminal class 2 misdemeanor.*

Chapter 6.13 – VICIOUS DOGS

Sections:

6.13.010 - Determination of a vicious dog.

6.13.020 - Control of a vicious dog.

6.13.030 - Vicious dog at large prohibited.

6.13.040 - Appeal process.

6.13.050 - Penalties.

6.13.060 - Exemption.

6.13.010 - Determination of a vicious dog.

Any dog declared by a city magistrate or hearing officer to be vicious shall be made only after a hearing on the issue of the dog's vicious propensities and only after presentation of evidence that a dog has exhibited aggressive behavior that has caused injury, apprehension or intimidation.

A. In the event that a law enforcement officer, enforcement agent, or citizen has probable cause to believe that a dog is vicious, a hearing may be convened by a hearing officer. The hearing officer will be designated by the city manager to fulfill the duties specified by this chapter.

B. There shall be a rebuttable presumption that any dog, owned or in the custody of an owner or custodian, who has been convicted of dog fighting charges shall be considered a vicious dog.

C. It shall be an affirmative defense to the determination of viciousness if:

1. The injury was sustained to a human, dog, cat or livestock as the result of teasing, tormenting, abusing or assaulting the dog.

2. The dog was defending or protecting a human being or the dogs young.

3. The dog injures or attacks a person criminally trespassing on/or unlawfully breaking into private property.

4. The dog, being on its owner's or custodian's premises, attacks, injures or kills a dog, cat, or livestock.

D. The hearing officer, law enforcement officer, or enforcement agent shall either deliver in person or send to the dog owner or custodian by certified mail, return receipt, the notice of hearing. Notification to owner or custodian will be considered complete at the mailing of the notice.

E. Notices may be left at the doorstep or mailed by first class mail to other interested persons, including, but not necessarily limited to, all properties contiguous to the address of the owner or custodian.

F. If the owner of the dog cannot be located and the dog has been impounded, the hearing officer shall determine whether the dog is vicious and if so, the dog will be destroyed pursuant to state laws.

G. A hearing date shall be set not later than ten calendar days from the date of notification (from the date of personal delivery of notice or the date of mailing of the notice sent by certified mail).

H. The hearing shall be informal and shall be open to the public. At the hearing, both testimony and documentary evidence may be taken from any interested person and be considered in determining whether the dog is vicious. If an owner or custodian fails to appear after proper notice was given, the hearing may proceed without him/her being present. The hearing officer's decision shall be based on the preponderance of evidence.

I. After the hearing, the hearing officer shall notify in person the owner or custodian of the dog of the determination or, if the matter is taken under advisement may notify him/her in writing of the determination. Notification will be considered complete at the mailing of the notice. If a determination is made that the dog is vicious, the owner or custodian shall comply with a time schedule established and broken down into immediate and time limited steps as specified by the hearing officer in Section 6.13.020 of this chapter. Compliance with immediate steps shall be as soon as notification of the determination is complete. Compliance with time limited steps shall be within thirty days of the date that notification of the determination is completed or on any other date specifically stated.

J. Without a court order, the law enforcement officer or enforcement agent may seize and impound a dog for a period of not more than seventy-two hours based upon probable cause to believe the dog is a vicious dog. At the end of the seventy-two hour period, the dog shall be released, unless a judge has ordered the impoundment of the dog continued or unless there is another legal basis for continuing the impoundment of the dog.

The court may, upon ex parte motion of the prosecutor or other appropriate city official, order impoundment of a dog continued or order a dog seized and impounded upon a written showing of probable cause to believe the dog is a vicious dog. The procedures to be followed in obtaining an order and challenging the order shall be those specified in Section [6.03.050](#)(C) and (D) of this chapter.

At the hearing, the court shall determine whether there is probable cause to believe the dog is a vicious dog. If the court finds the probable cause substantiated, then it may order the impoundment continued until there is a disposition of the viciousness complaint. In addition, the court may order the owner or custodian to pay all expenses, including shelter, food, handling and veterinary care, necessitated by the enforcement of subsection I of this chapter.

6.13.020 - Control of a vicious dog.

Once a dog is declared vicious, the hearing officer may require in his/her sole discretion any combination of the following steps by the owner or custodian to continue ownership or custodial care of such animal. The steps are broken down into immediate and time limited:

A. Immediate (compliance within one calendar day upon completion of notification of a determination of viciousness):

1. Leash and Muzzle. No person shall permit a vicious dog outside confinement, unless such dog is securely leashed with a leash not longer than six feet in length. No person shall permit a vicious dog to be kept on a chain, rope or other type of leash outside confinement, unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects, such as trees, posts, buildings, etc. In addition, all vicious dogs on a leash outside confinement must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals. Any pen must meet the requirements of subsection (B) (1) of this section.

2. Notification. Should it be necessary to provide the dog with medical attention, it is the responsibility of the owner or custodian to provide advance notification to the veterinarian's office that this dog has been declared vicious.

3. Confinement Indoors. No vicious dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building of its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure. If the door is answered while the dog is indoors, the dog must either be on a leash or behind another closed door.

4. Reporting Requirements. The following types of information must be reported by the owner or custodian of the dog to the hearing officer within ten calendar days of occurrence:

a. Spaying or neutering of dog;

b. Any permanent change of location and/or ownership of the dog to another location and/or owner or custodian.

5. The following occurrences must be reported by the owner or custodian to hearing officer, enforcement agent, or law enforcement officer within twenty-four hours of occurrence:

a. A vicious dog is at large;

b. A vicious dog bites or attacks another dog, cat or livestock, with or without reasonable provocation;

c. A human being has been attacked by the vicious dog, with or without reasonable provocation.

B. Time Limited (a time schedule for completion of these steps is set by the hearing officer but in no case will it be longer than thirty calendar days):

1. Confinement. All vicious dogs shall be securely confined indoors or in a securely enclosed and locked pen, except when leashed and muzzled. Such pen or structure must have secure sides and a secure top attached to the sides.

a. All structures used to confine vicious dogs must be locked with a key or combination lock when such animals are within the structure. This structure must have a secure top and bottom or floor attached to the sides of the pen. If there is no secure floor, the sides of the pen must be embedded in the ground not less than two feet;

b. No pen wall may be part of a perimeter fence;

c. All structures erected to house vicious dogs must comply with all zoning and building regulations of the city. All such structures must be adequately lighted, ventilated, and kept in a clean and sanitary condition and any other condition that provides for humane care.

2. Registration. A dog declared vicious shall not only be routinely registered with the police department yearly but shall also be permanently registered as a vicious dog. At the expense of the owner or custodian, a registration number as decided by the hearing officer, will be tattooed on the inner right ear. This tattoo will be placed by a veterinarian or a person trained as a tattooist. A veterinarian is preferred that the dog will be anesthetized during the process. A written certificate shall be obtained from the veterinarian or tattooist and provided to the hearing officer to prove compliance.

3. Reproduction. Any dog that is declared vicious shall be spayed or neutered by a veterinarian after notice of declaration. A certificate from the veterinarian shall be obtained by the owner or custodian and provided to the hearing officer to prove compliance.

4. Change of Ownership. Once a dog has been declared vicious, ownership may not be transferred to any other person without notice to the hearing officer. The new owner is required to be in compliance with this chapter.

5. Signs. All owners or custodians of vicious dogs within the city shall display, in a prominent place on their premises, a sign in three-inch letters which is easily readable by the public using the words "vicious dog." In addition, a similar sign is required to be posted on the pen of such animal.

6.13.030 - Vicious dog—unconfined.

"Unconfined" means while on the premises of its owner, the dog is not securely indoors or within a securely enclosed and locked pen or dog run area upon the premises of the person having charge, care, custody or control of such dog. Such pen or dog run area must be adequate to prevent against the escape from the area of such dog as prescribed in sections 6.13.020.A and 6.13.020.B.1

6.13.040 - Appeal process.

A. An appeal to the hearing officer's decision may be pursued by the owner or custodian within five calendar days of the mailing of the determination. He/she may appeal by bringing a petition to the municipal court requesting that the court conduct a de novo hearing on whether the dog should be declared vicious. The hearing officer will be served notice by the municipal court of the hearing and it shall be held within seven calendar days of the notification of the hearing officer. In addition, all interested persons (as defined in Section 6.12.180(D) of this chapter) may receive notification of the hearing. The city magistrate will make a decision based on the preponderance of evidence. If the dog is declared vicious, the court shall inform the owner or custodian or, if the matter is taken under advisement, the court may mail notice of the determination of viciousness to him/her. Notification of the determination will be complete at the mailing of the notice. During the process of appeal, the owner or custodian shall be responsible for complying with the immediate steps of the control process. He/she shall be allowed not more than thirty calendar days to institute the time-limited steps after notification of a determination of viciousness.

B. The determination by the municipal court will be final and conclusive upon all parties. However, an animal control officer, law enforcement officer or citizen may request a hearing to determine viciousness of the dog for subsequent actions of the dog.

6.13.050 - Penalties.

The purpose of complying with these requirements for a dog declared vicious is to prevent attacks, injuries or deaths by mandating the use of control methods.

A. Any person violating or permitting the violation of any provision of this chapter shall upon conviction in municipal court be fined a sum not less than two hundred fifty dollars and not more than one thousand dollars. In addition to the fine imposed, the court:

1. May impose any other penalties specified in [Chapter 1.12](#) of this code;

2. May order the vicious dog destroyed; and

3. May order the owner or custodian to pay all expenses, including shelter, food, handling, and veterinary care, of the dog necessitated by the enforcement of this chapter.

B. Without an order, the animal control officer or a peace officer may seize and impound a dog for a period of not more than seventy-two hours based upon probable cause to believe that the owner or custodian of a vicious dog has violated or permitted a violation of any provision of this chapter. At the end of the seventy-two hour time period, the dog shall be released, unless a judge has ordered the impoundment of the dog continued.

C. The court may, upon ex parte motion of the prosecutor, peace officer or other appropriate city official, order the impoundment of a dog continued or a dog seized and impounded upon a written showing of probable cause to believe that the owner or custodian of a vicious dog has violated or permitted a violation of any provision of this chapter. In lieu of, or in addition to, a written affidavit, or affidavits, the judge may take an oral statement under oath which shall be recorded on tape, wire or other comparable method. This statement may be given in person to the judge, or by telephone, radio, or other means of electronic communication. This statement shall be deemed to be an affidavit for the purposes of issuance of an order pursuant to this subsection. In such cases, if a recording of the sworn statement has been made, the judge may direct that the statement be transcribed and certified by the judge and filed with the court.

D. If a dog is ordered seized and/or impounded, the court shall set a hearing not more than ten days from the date of seizure with notice to the owner or custodian. In addition to sending such notice by certified mail, such notice shall also be accomplished by one of the following methods or attempted by at least two of the following methods:

1. Personal service of notification by the appropriate city official to the owner or custodian;

2. Personal service of notification by the appropriate city official to a person of suitable age and discretion at the last known address of the owner or custodian; and/or

3. Telephone contact with the owner or custodian under circumstances which would lead a reasonable person to believe they have spoken with the owner or custodian.

E. At the hearing, the owner or custodian may appear, cross-examine witnesses and present evidence. At such hearing, the court may order:

1. The dog held in impoundment for a maximum of thirty days or until the owner or custodian complies with the immediate or time-limited steps specified by a hearing officer or judge, whichever occurs first. If, at the end of thirty days, the owner or custodian has failed to comply with the immediate or time-limited steps specified by a hearing officer or judge, the dog shall be destroyed; or

2. The dog destroyed in accordance with A.R.S. Section 11-1029. In addition, the court may order the owner or custodian to pay all expenses, including shelter, food, handling and veterinary care, necessitated by the enforcement of this chapter.

F. Any vicious dog that kills a human being, dog, cat or livestock is in violation of this chapter and the dog may be destroyed.

G. In the event that the owner or custodian of the vicious dog is a minor, the parent or guardian in physical control of such minor at the time of the acts giving rise to the determination of viciousness shall be liable:

1. For all injuries and property damage sustained by any person, dog, cat or livestock, caused without reasonable provocation by such vicious dog; and

2. All violations of this chapter.

6.13.060 - Exemption.

This chapter shall not apply to any dog used by the police department and trained to assist in carrying out police duties.

6.13.070 - Violation—Penalty

Any person found to have been in violation of the provisions of this chapter shall be deemed to have committed a criminal infraction and shall be subject to a fine of not less than two hundred fifty dollars nor more than one thousand dollars.