

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY REPEALING MSB 1.10.265, ANIMAL CONTROL IN ITS ENTIRETY; AND ADOPTING MSB 1.10.141, ANIMAL CONTROL, TO ESTABLISH AREAWIDE AUTHORITY FOR ANIMAL CONTROL SERVICES WITHIN THE BOROUGH, TO INCLUDE THE CITIES OF PALMER, WASILLA, AND HOUSTON.

AGENDA OF: February 3, 2026

ASSEMBLY ACTION:

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
George Hays Deputy Borough Manager	<div>1 / 2 0 / 2 0 2 6</div> <div>X G e o r g e W H a y s</div> <div>Signed by: George Hays</div>
Vanessa Forbes AC&R Director	<div>Recoverable Signature</div> <div>X V a n e s s a F o r b e s</div> <div>Signed by: Vanessa Forbes</div>
Finance Director	<div>Recoverable Signature</div> <div>X C h e y e n n e H e i n d e l</div> <div>Signed by: Cheyenne Heindel</div>
Borough Attorney	<div>1 / 2 2 / 2 0 2 6</div> <div>X N i c h o l a s S p i r o p o u l o s</div> <div>Signed by: Nicholas Spiropoulos</div>
Borough Manager	<div>1 / 2 2 / 2 0 2 6</div> <div>X M i c h a e l B r o w n</div> <div>Signed by: Mike Brown</div>
Borough Clerk	<div>1 / 2 3 / 2 0 2 6</div> <div>X L o n n i e M c K e c h n i e</div> <div>Signed by: Lonnie McKechie</div>

ATTACHMENT (S) :

Ordinance Serial No. 26-019(4pp)
City of Wasilla RS 25-37 (2pp)
City of Palmer RS 25-046 (2pp)
City of Houston RS 25-18 (2pp)
Wasilla City Contract (7pp)
Palmer City Contract (7pp)
Houston City Contract (7pp)
Current MSB Code 1.10.265 (1p)

SUMMARY STATEMENT: This ordinance is sponsored by the Borough Manager. The accompanying ordinance enacts areawide animal care

authority for the Matanuska-Susitna Borough pursuant to AS 29.35.210(b). This action transitions animal care responsibilities from the current non-areawide structure—wherein the Borough solely provides contracted shelter services for cities—to a fully integrated areawide system that includes enforcement, investigations, field response, impound, and emergency services inside the city limits of Palmer, Wasilla, and Houston.

BACKGROUND: Under existing arrangements, the Borough provides certain limited services within incorporated cities through contracts, including shelter operations, acceptance of strays, and adoptions. Cities transport these animals to the Borough shelter. Enforcement functions inside city limits are not currently performed by Borough staff except when specifically requested for isolated incidents.

State statute already permits second-class boroughs to exercise animal care powers on an areawide basis through the adoption of an ordinance. The Borough Manager advised the cities that he would not forward such an ordinance for Assembly consideration without formal support from the cities.

The City Councils of Palmer, Wasilla, and Houston have each adopted resolutions requesting implementation of areawide animal care services within their municipal boundaries.

Establishing a single, uniform authority will increase consistency, improve public and animal safety, and create operational efficiency across the Borough's 25,000+ square miles.

RECOMMENDATION OF ADMINISTRATION: Approve as written.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: **February 3, 2026**

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY REPEALING MSB 1.10.265, ANIMAL CONTROL IN ITS ENTIRETY; AND ADOPTING MSB 1.10.141, ANIMAL CONTROL, TO ESTABLISH AREAWIDE AUTHORITY FOR ANIMAL CONTROL SERVICES WITHIN THE BOROUGH, TO INCLUDE THE CITIES OF PALMER, WASILLA, AND HOUSTON.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED *	FUNDING SOURCE Areawide FY27 Budget
FROM ACCOUNT #	PROJECT
TO ACCOUNT:	PROJECT #
VERIFIED BY: 1 / 21 / 2026 <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; align-items: center;"> X L i e s e l Z a n t o </div> <div style="font-size: small; margin-top: 2px;">Signed by: Liesel Zanto</div>	

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
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REVENUE						
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FUNDING:


(Thousands of Dollars)

General Fund		*				
State/Federal Funds						
Other						
TOTAL		*				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) ***Will be included in the FY27 proposed budget if approved.**

APPROVED BY:	 Recoverable Signature
	<div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; align-items: center;"> X C h e y e n n e H e i n d e l </div> <div style="font-size: small; margin-top: 2px;">Signed by: Cheyenne Heindel</div>

By: Police Department
Adopted: November 24, 2025
Yes: Cottle, Crafton, Graham, Johnson, Rubeo, Schmidt
No: None
Absent: None

**City of Wasilla
Resolution Serial No. 25-37**

A Resolution Of The Wasilla City Council Authorizing The Matanuska-Susitna Borough To Provide Areawide Animal Care Services Within The City Of Wasilla.

WHEREAS, animal care services in the Matanuska-Susitna Borough ("Borough") are currently provided as a non-area-wide function, resulting in differing ordinances and enforcement approaches across the Borough; and

WHEREAS, the City of Wasilla values effective animal care programs that promote public safety, humane treatment of animals, responsible pet ownership, and community health; and

WHEREAS, a coordinated, areawide animal care system will create consistent regulations, enforcement, and service delivery for Borough residents and businesses; and

WHEREAS, the Borough intends to provide areawide animal care services to ensure uniform operations throughout the region; and


WHEREAS, the City of Wasilla supports the Borough's effort to streamline animal care and improve service efficiencies.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council hereby approves and authorizes the Borough to provide areawide animal care services within the City of Wasilla; and

BE IT FURTHER RESOLVED, that the City of Wasilla supports consistent Borough-wide standards to ensure the safety and well-being of residents and animals alike.

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on November 24, 2025.


Glenda D. Ledford, Mayor

ATTEST:


Jamie Newman, MMC, City Clerk



[SEAL]

LEGISLATIVE HISTORY
Introduced by: C. Shane Bozeman
Date: 12/02/25
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 25-046

A Resolution of the Palmer City Council Approving the Matanuska-Susitna Borough's Areawide Animal Control Services within the City of Palmer

WHEREAS, the Matanuska-Susitna Borough currently provides non-areawide animal control services on Borough lands with differing enforcement codes; and

WHEREAS, the lack of unified animal control authority across municipal and Borough jurisdictions can create gaps in service delivery and enforcement consistency; and

WHEREAS, the City of Palmer recognizes the benefits of a unified, Borough-wide animal control system, including improved enforcement, operational efficiency, and enhanced community services; and

WHEREAS, the Borough intends to transition animal control to an areawide service to ensure consistent animal care and enforcement standards across the region; and

WHEREAS, the City of Palmer supports coordinated animal control services for the safety of residents, pets, and the community;

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby approves the Mat-Su Borough's establishment of areawide animal control services within the City of Palmer; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby supports a uniform system of animal control enforcement across the Borough to ensure clarity for residents and improve animal welfare and public safety.

Approved by the Palmer City Council this ____ day of _____, 2025.

Jim Cooper, Mayor

Benji Johnson, MMC, City Clerk



K. 1.

Palmer City Council Meeting

Meeting Date: 12/02/2025
Submitted For: Shane Bozeman, Chief of Police
Department: Police Department
Agenda Category: Resolution
Legislation Number: RES 25-046

Subject

Resolution 25-046: A Resolution of the Palmer City Council Approving the Matanuska-Susitna Borough's Areawide Animal Control Services within the City of Palmer.

Summary Statement/Background

The Matanuska-Susitna Borough (MSB) currently acts as a critical partner to the City of Palmer by providing essential animal care services, including shelter operations, intake of strays, and managing adoption processes, under the terms of a standing contract.

We propose shifting to a model where the MSB Animal Shelter staff fully utilizes their areawide powers to assume complete responsibility for animal control within Palmer city limits.

This consolidation of duties would achieve two significant operational benefits:

1. **Enhanced Efficiency and Public Service:** By granting the MSB Animal Shelter staff full responsibility for enforcement, investigations, impound, and emergency response within the city, we eliminate the current cumbersome pass-through process. This direct authority will drastically decrease the time-lapse from an initial report of an animal issue to the completion of the investigation, resulting in faster and more specialized service delivery for our residents.
2. **Increased Focus for the Palmer Police Department (PPD):** This shift would reallocate valuable time and resources currently expended by the Palmer Police Department on responding to and investigating animal-related calls for service. By transferring these specialized duties to the MSB, the PPD can dedicate its limited resources and personnel to core public safety responsibilities, such as critical incident response, crime prevention, and traffic enforcement.

In essence, this change leverages the MSB's specialized expertise and equipment to provide immediate, high-quality animal control services while freeing up PPD resources to enhance overall public safety for the City of Palmer.

Administration's Recommendation:

The Administration recommends adopting Resolution Number 25-046

Attachments

Resolution 25-046

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RESOLUTION NO. 25-18

A RESOLUTION OF THE HOUSTON CITY COUNCIL AUTHORIZING THE MATANUSKA-SUSITNA BOROUGH TO PROVIDE AREAWIDE ANIMAL CARE SERVICES WITHIN THE CITY OF HOUSTON.

WHEREAS, HMC 2.04.010(A) specifies that "As elected representatives of the people of the community, Councilmembers shall give top priority to matters which promote the general welfare of the community as a whole," and

WHEREAS, animal care services in the Matanuska-Susitna Borough ("Borough") are currently provided as a non-area-wide function, resulting in differing ordinances and enforcement approaches across the Borough; and

WHEREAS, the City of Houston values effective animal care programs that promote public safety, humane treatment of animals, responsible pet ownership, and community health; and

WHEREAS, the City of Houston currently contracts the Mat-Su Borough to provide service outside the capabilities of the City of Houston which include specialized sheltering, veterinary services, protective custody, public safety holds, and quarantines; and

WHEREAS, residents have been known to move animal between jurisdictions so that code is no longer enforceable against an animal; and

WHEREAS, a coordinated, areawide animal care system will create consistent regulations, enforcement, and service delivery for Borough and City residents and businesses; and

WHEREAS, the City of Houston supports the Borough's effort to streamline animal care and improve service efficiencies with regard for the general welfare of the community.

WHEREAS, ~~Strikethrough and italics~~ indicates existing language to be deleted, and **bold and underline** indicates existing language to be deleted.

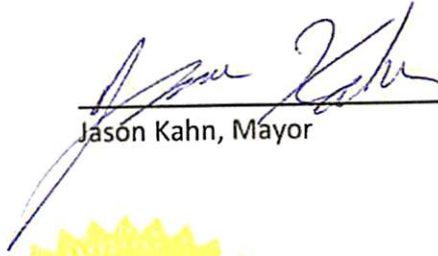
NOW, THEREFORE BE IT RESOLVED, the Houston City Council hereby approves and authorizes the Borough to provide areawide animal care services within the City of Houston; and

BE IT FURTHER RESOLVED, that the City of Houston supports consistent Borough-wide standards to ensure the safety and well-being of residents and animals alike.

PASSED AND APPROVED and ADOPTED by a duly constituted quorum of the Houston City Council on January 15, 2026.


Introduced by: Mayor Kahn
Date: January 15, 2026
Adoption Date: January 15, 2026
Vote: Passed Unanimously

THE CITY OF HOUSTON, ALASKA

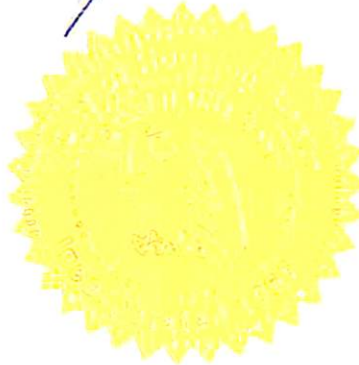


Jason Kahn, Mayor

ATTEST:



Tani Schoneman CMC, City Clerk



**ANIMAL CARE AND REGULATION SERVICES AGREEMENT
BETWEEN
MATANUSKA-SUSITNA BOROUGH
AND
CITY OF WASILLA**

This agreement (hereinafter "contract") is made and entered into by and between the Matanuska-Susitna Borough, hereinafter referred to as the "Borough", and the City of Wasilla, hereinafter referred to as "City" for animal care and regulation services to be provided by the Borough and paid for by the City.

SECTION 1. Term.

This contract shall be effective as of July 1, 2025, and through June 30, 2026. This agreement shall be deemed renewed automatically each year for two additional one-year periods, unless either party shall give notice of non-renewal at least 30 days prior to the end of the relevant term.

SECTION 2. Definitions.

Animal: For purposes of this contract an animal is defined as any vertebrate domestic animal, which does not include wild animals or game animals, including but not limited to dogs and cats.

Impoundment: The taking of an animal by the Borough or the City for safekeeping for the protection of the animal, other animals, or persons, until the owner of the animal takes proper custody of the impounded animal.

Large Animal: For purposes of this contract a large animal is defined as any domestic animal, which does not include wild animals or game animals, over 200 pounds in weight. This may include but is not limited to livestock such as cows or horses.

Small Animal: For purposes of this contract a small animal is defined as any domestic animal, which does not include wild animals or game animals, other than a cat or dog, weighing less than 200 pounds. This includes but is not limited to chickens, ducks, geese, ferrets, rabbits or reptiles.

Reasonable Attempts: Attempts made that an ordinarily prudent and rational person would use in the circumstances.

Quarantine: Strict isolation to prevent the spread of disease or to monitor an animal for contagious diseases or illnesses.

SECTION 3. Scope of Work.

- A. The Borough shall provide, on behalf of the City, the following services:
1. Confine, care, and feed in a humane manner, animals that are brought to the Borough shelter by authorized representatives of the City, by residents of the City, or by other persons when those animals were found within the City limits.
 2. Provide for the 24 hour, 7 day per week access of the shelter for drop off of animals by a City Police Officer.

3. Release animals to their owners upon adequate proof of ownership and proof of rabies vaccination. The Borough will hand out information regarding the City's licensing requirements if that information is provided to the Borough for distribution.
4. Provide humane euthanasia for animals not redeemed, or adopted, or that are deemed not adoptable.
5. Hold animals brought to the shelter for at least 72 hours if not licensed, and at least 120 hours if properly licensed, and the City advises the Borough of the name and phone number of the owner. The City and Borough will make reasonable attempts to locate or contact the owner of any animal brought in by the City prior to disposal by euthanasia or adoption as set out in MSB Title 24.
6. Provide animal adoption services.
7. Provide for rabies quarantine of animals impounded by the City for a period of 10 days, as required by Alaska Administrative Code 7AAC 27.022 (c)(1), unless euthanasia is recommended as determined by the Borough veterinarian.
8. Provide pick-up and assist services at the City's request for injured animals, or in certain emergencies. Emergencies are defined as situations where special equipment or animal control skills are required, such as with an animal that requires special handling. The parties agree that this service does not require Borough personnel to routinely pick up stray dogs, cats, or other animals within the City unless the animals are injured or an emergency (as described above) is involved.

B. The City shall provide the following to the Borough:

1. Written authorization for impoundment of any animal found within the City. The City agrees under this contract to provide written authorization either before or after the Borough takes possession of the animal. This requirement does not apply to requests for pick-up or animal submissions by an authorized agent of the City such as a police officer. This requirement does not apply to owner surrenders.
2. A list of people authorized to release animals from impoundment.
3. A current list of police officers. The Borough shall provide the Wasilla Police access to the kennels for after-hours drop offs.
4. A list of people authorized to request pick-up and assist services, and to commit the City to pay for such services when extra charges are applicable under this contract.
5. To an animal owner who seeks to redeem their animal in the custody of the Borough, proper documents to show proof of the owner having complied with the requirements of the City for the release of the animal.

SECTION 4. Payment for Services.

The Borough shall charge fees for shelter services as set forth by the Borough Assembly by resolution as stated in MSB 24.15.030 (A). The City agrees that the Borough shall charge these fees when an owner redeems an animal. The Borough shall accept and keep such fees as payment for Borough provided services.

The Borough shall have the right to enter into payment agreements with an owner, waive any or all of the fees, set check acceptance procedures, allow for the acceptance of credit cards and to set any other fiscal policies as may be necessary and proper for the operations of the shelter.

In the event that the Borough waives any or all of the fees owed by an owner(s), the City shall not be responsible for any portion of that waived fee.

For the first term the City shall pay a base charge of \$2996.60 per month, for an annual total of \$35,959.14 irrespective of the number of animals placed at the Borough shelter during that month.

There will be a ^{5%}10% increase in base charge fees each year for the two automatic renewal periods. This increase will be for achieving a fair share portion of services rendered commensurate with the number of animals handled by the shelter from residents whose homes are within the city limits.

Term Date	Monthly Base Charge	Total Annual Amount
July 1, 2025 - June 30, 2026	\$2,996.60	\$35,959.14
July 1, 2026 - June 30, 2027	\$3,146.43	\$37,757.10
July 1, 2027 - June 30, 2028	\$3,303.75	\$39,644.96

These charges are for animals impounded by the City and placed at the Borough shelter, and for other animals originating within the City. This base charge also covers pick-up and assist services, except that in certain circumstances as stated below. Payments that the Borough receives for shelter services when animals are redeemed shall not be deducted from the per month base charge.

For pick-up services involving animals over 200 lbs., there will be an additional charge of \$75.00 per transport.

There will be an additional charge of \$150.00 per hour for all after-hour pick-up and assist services. There shall be a minimum charge of one hour per Borough employee and only pertains to services provided off Borough premises. "After-hours" is defined as any time other than Monday through Friday, from 8:00 a.m. to 5:00 p.m.

In the event the Borough holds a City animal in protective custody for a City case, the current daily boarding fee will be charged along with all associated medical fees which may have incurred for the duration of the animal's stay.

SECTION 5. Animal Forfeiture.

For all animals impounded under this contract, at the end of the required holding period, 120 hours for licensed and 72 hours for unlicensed animals, the City shall forfeit any and all ownership rights in the same animal to the Borough to be disposed of as provided for under MSB 24.15. Such disposal may include adoption, auction, sale, or humane euthanasia.

An exception to forfeiture can be made at the discretion of the Borough Animal Care and Regulation Director when requested in writing by the City with the understanding, and upon the condition that the Borough may bill the City for reasonable extra charges to pay for continued sheltering of the animal by the Borough.

SECTION 6. Termination.

Either the Borough or the City may terminate this contract at any time by giving thirty (30) days written notice of such termination to the other party at the address of the contract administrator described in Section 8 of this contract. The City shall be required to pay all fees accrued up to the date of the termination.

SECTION 7. Modifications.

The parties may mutually agree to modify the terms of this contract at any time. Modifications to the contract shall be incorporated into the contract by written amendments executed by the parties.

SECTION 8. Contract Administrator. For the duration of this contract, the contract administrator for the Borough shall be the Borough Manager, whose address is 350 E. Dahlia Avenue, Palmer, AK 99645. The contract administrator for the City shall be the City Mayor, whose address is 290 E. Herning Avenue, Wasilla, Alaska, 99654.

SECTION 9. Relationship of Parties.

This contract is entered into by agreement of the parties pursuant to AS 29.35.010(13). In addition, the City may monitor the Borough's compliance with this contract, but shall not supervise or otherwise direct the Borough except to provide recommendations and to provide authorizations pursuant to this contract.

SECTION 10. Integration, No Third Party Beneficiaries.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties. This contract does not and is not intended to confer any rights or remedies upon any person or entity other than the City and the Borough.

SECTION 11. Indemnification.

Borough Held Harmless. The City shall indemnify, defend, hold and save the Borough, its elected and appointed officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, deprivation of constitutional rights, or any other kind of loss sustained by any person, or property arising from the City's, or the City's officers, agents, employees, contractors, subcontractors or suppliers performance of or failure to perform under this contract.

The City agrees that this indemnification covers, among other things, animals brought to the Borough shelter at the direction of the City or by a resident of the City, and animals that have been found within the City limits.

SECTION 12. Severability.

If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under law, the remainder of this agreement shall remain in full force and effect.

SECTION 13. Causes Beyond Control.

In the event the Borough is prevented by a cause or causes beyond its control from performing any obligation under this contract, non-performance resulting from such cause or causes shall not be deemed to be breach of this contract which will render the Borough liable for damages or give rights of cancellation of this contract to the City. However, if and when such cause or causes do prevent performance, the Borough shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Borough and which prevent the performance of the Borough: fire, explosions, acts of God, severe weather conditions, orders of law by duly constituted public authorities, and other major uncontrollable events. The Borough will determine whether the event preventing performance is a cause beyond the Borough's control.

SECTION 14. Interest of Municipal Officers and Others.

No officer, member, or employee of the City or the Borough, nor any member of their governing bodies, or other public official of their governing bodies shall participate in any decision relating to this contract which affects his personal or pecuniary interests, or which affects the interests of any corporation, partnership or association in which he or she is directly or indirectly involved.

SECTION 15. Findings Confidential.

To the extent authorized by law, any reports, information, data, etc., given to, prepared, or assembled under this contract, which may be kept confidential shall be made available to any individual or organization by either party without the prior written approval of the other party inasmuch as it complies with Alaska Statutes 40.25.110 through 40.25.120.

SECTION 16. Officials not to Benefit.

No member of or delegate to the Congress of the United States shall be admitted to any share or part thereof or to any benefit to arise from this contract. No member of the legislature or officer of the State of Alaska, City of Wasilla, or the Matanuska-Susitna Borough shall be admitted to any share or part hereof or to any benefit to arise out of this contract.

SECTION 17. Publication, Reproduction and Use of Materials.

No Material produced, in whole or in part, under this contract shall be subject to copyright in the United States or in any other country. To the extent authorized by law, the Borough or the City of Wasilla shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

SECTION 18. Jurisdiction; Choice of Law.

Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

SECTION 19. Non-waiver.

The failure of the Borough at any time to enforce a provision of this contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

**ANIMAL CARE AND REGULATION SERVICES AGREEMENT
BETWEEN
MATANUSKA-SUSITNA BOROUGH
AND
CITY OF PALMER**

This agreement (hereinafter "contract") is made and entered into by and between the Matanuska-Susitna Borough, hereinafter referred to as the "Borough", and the City of Palmer, hereinafter referred to as "City" for animal care and regulation services to be provided by the Borough and paid for by the City.

SECTION 1. Term.

This contract shall be effective as of July 1, 2025, and through June 30, 2026. This agreement shall be deemed renewed automatically each year for two additional one-year periods, unless either party gives notice of non-renewal at least 30 days prior to the end of the relevant term.

SECTION 2. Definitions.

Animal: For purposes of this contract an animal is defined as any vertebrate domestic animal, which does not include wild animals or game animals, including but not limited to dogs and cats.

Impoundment: The taking of an animal by the Borough or the City for safekeeping for the protection of the animal, other animals, or persons, until the owner of the animal takes proper custody of the impounded animal.

Large Animal: For purposes of this contract a large animal is defined as any domestic animal, which does not include wild animals or game animals, over 200 pounds in weight. This may include but is not limited to livestock such as cows or horses.

Small Animal: For purposes of this contract a small animal is defined as any domestic animal, which does not include wild animals or game animals, other than a cat or dog, weighing less than 200 pounds. This includes but is not limited to chickens, ducks, geese, ferrets, rabbits or reptiles.

Reasonable Attempts: Attempts made that an ordinarily prudent and rational person would use in the circumstances.

Quarantine: Strict isolation to prevent the spread of disease or to monitor an animal for contagious diseases or illnesses.

SECTION 3. Scope of Work.

- A. The Borough shall provide, on behalf of the City, the following services:
1. Confine, care, and feed in a humane manner, animals that are brought to the Borough shelter by authorized representatives of the City, by residents of the City, or by other persons when those animals were found within the City limits.
 2. Provide for the 24-hour, 7 day per week access of the shelter for drop off of animals by a City Police Officer.

3. Release animals to their owners upon adequate proof of ownership and proof of rabies vaccination. The Borough will hand out information regarding the City's licensing requirements if that information is provided to the Borough for distribution.
4. Provide humane euthanasia for animals not redeemed, or adopted, or that are deemed not adoptable.
5. Hold animals brought to the shelter for at least 72 hours if not licensed, and at least 120 hours if properly licensed, and the City advises the Borough of the name and phone number of the owner. The City and Borough will make reasonable attempts to locate or contact the owner of any animal brought in by the City prior to disposal by euthanasia or adoption as set out in MSB Title 24.
6. Provide animal adoption services.
7. Provide for rabies quarantine of animals impounded by the City for a period of 10 days, as required by Alaska Administrative Code 7AAC 27.022 (c)(1), unless euthanasia is recommended as determined by the Borough veterinarian.
8. Provide pick-up and assist services at the City's request for injured animals, or in certain emergencies. Emergencies are defined as situations where special equipment or animal control skills are required, such as with an animal that requires special handling. The parties agree that this service does not require Borough personnel to routinely pick up stray dogs, cats, or other animals within the City unless the animals are injured or an emergency (as described above) is involved.

B. The City shall provide the following to the Borough:

1. Written authorization for impoundment of any animal found within the City. The City agrees under this contract to provide written authorization either before or after the Borough takes possession of the animal. This requirement does not apply to requests for pick-up or animal submissions by an authorized agent of the City such as a police officer. This requirement does not apply to owner surrenders.
2. A list of people authorized to release animals from impoundment.
3. A current list of police officers. The Borough shall provide the Palmer Police access to the kennels for after-hours drop-offs.
4. A list of people authorized to request pick-up and assist services, and to commit the City to pay for such services when extra charges are applicable under this contract.
5. To an animal owner who seeks to redeem their animal in the custody of the Borough, provide proper documents to show proof of the owner having complied with the requirements of the City for the release of the animal.

SECTION 4. Payment for Services.

The Borough shall charge fees for shelter services as set forth by the Borough Assembly by resolution as stated in MSB 24.15.030 (A). The City agrees that the Borough shall charge these fees when an owner redeems an animal. The Borough shall accept and keep such fees as payment for Borough provided services.

The Borough shall have the right to enter into payment agreements with an owner, waive any or all of the fees, set check acceptance procedures, allow for the acceptance of credit cards and to set any other fiscal policies as may be necessary and proper for the operations of the shelter.

In the event the Borough waives any or all of the fees owed by an owner(s), the City shall not be responsible for any portion of that waived fee.

For the first term the City shall pay a base charge of \$2,996.60 per month, for an annual total of \$35,959.14 irrespective of the number of animals placed at the Borough shelter during that month.

There will be a 5% increase in base charge fees each year for the two automatic renewal periods. This increase will be for achieving a fair-share portion of services rendered commensurate with the number of animals handled by the shelter from residents whose homes are within the city limits.

Term Date	Monthly Base Charge	Total Annual Amount
July 1, 2025 - June 30, 2026	\$2,996.60	\$35,959.14
July 1, 2026 - June 30, 2027	\$3,146.43	\$37,757.10
July 1, 2027 – June 30, 2028	\$3,303.75	\$39,644.96

These charges are for animals impounded by the City and placed at the Borough shelter, and for other animals originating within the City. This base charge also covers pick-up and assist services, except that in certain circumstances as stated below. Payments that the Borough receives for shelter services when animals are redeemed shall not be deducted from the per month base charge.

For pick-up services involving animals over 200 lbs., there will be an additional charge of \$75.00 per transport.

There will be an additional charge of \$150.00 per hour for all after-hour pick-up and assist services. There shall be a minimum charge of one hour per Borough employee and only pertains to services provided off Borough premises. "After-hours" is defined as any time other than Monday through Friday, from 8:00 a.m. to 5:00 p.m.

In the event the Borough holds a City animal in protective custody for a City case, the current daily boarding fee will be charged along with all associated medical fees which may have been incurred for the duration of the animal's stay.

SECTION 5. Animal Forfeiture.

For all animals impounded under this contract, at the end of the required holding period, 120 hours for licensed and 72 hours for unlicensed animals, the City shall forfeit any and all ownership rights in the same animal to the Borough to be disposed of as provided for under MSB 24.15. Such disposal may include adoption, auction, sale, or humane euthanasia.

An exception to forfeiture can be made at the discretion of the Borough Animal Care and Regulation Director when requested in writing by the City with the understanding, and upon the condition that the Borough may bill the City for reasonable extra charges to pay for continued sheltering of the animal by the Borough.

SECTION 6. Termination.

Either the Borough or the City may terminate this contract at any time by giving thirty (30) days written notice of such termination to the other party at the address of the contract administrator described in Section 8 of this contract. The City shall be required to pay all fees accrued up to the date of the termination.

SECTION 7. Modifications.

The parties may mutually agree to modify the terms of this contract at any time. Modifications to the contract shall be incorporated into the contract by written amendments executed by the parties.

SECTION 8. Contract Administrator. For the duration of this contract, the contract administrator for the Borough shall be the Borough Manager, whose address is 350 E. Dahlia Avenue, Palmer, AK 99645. The contract administrator for the City shall be the City Manager, whose address is 231 W. Evergreen Avenue, Palmer, Alaska, 99645.

SECTION 9. Relationship of Parties.

This contract is entered into by agreement of the parties pursuant to AS 29.35.010(13). In addition, the City may monitor the Borough's compliance with this contract, but shall not supervise or otherwise direct the Borough except to provide recommendations and to provide authorizations pursuant to this contract.

SECTION 10. Integration, No Third Party Beneficiaries.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties. This contract does not and is not intended to confer any rights or remedies upon any person or entity other than the City and the Borough.

SECTION 11. Indemnification.

Borough Held Harmless. The City shall indemnify, defend, hold and save the Borough, its elected and appointed officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, deprivation of constitutional rights, or any other kind of loss sustained by any person, or property arising from the City's, or the City's officers, agents, employees, contractors, subcontractors or suppliers performance of or failure to perform under this contract.

The City agrees that this indemnification covers, among other things, animals brought to the Borough shelter at the direction of the City or by a resident of the City, and animals that have been found within the City limits.

SECTION 12. Severability.

If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under law, the remainder of this agreement shall remain in full force and effect.

SECTION 13. Causes Beyond Control.

In the event the Borough is prevented by a cause or causes beyond its control from performing any obligation under this contract, non-performance resulting from such cause or causes shall not be deemed to be breach of this contract which will render the Borough liable for damages or give rights of cancellation of this contract to the City. However, if and when such cause or causes do prevent performance, the Borough shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Borough and which prevent the performance of the Borough: fire, explosions, acts of God, severe weather conditions, orders of law by duly constituted public authorities, and other major uncontrollable events. The Borough will determine whether the event preventing performance is a cause beyond the Borough's control.

SECTION 14. Interest of Municipal Officers and Others.

No officer, member, or employee of the City or the Borough, nor any member of their governing bodies, or other public official of their governing bodies shall participate in any decision relating to this contract which affects his personal or pecuniary interests, or which affects the interests of any corporation, partnership or association in which he or she is directly or indirectly involved.

SECTION 15. Findings Confidential.

To the extent authorized by law, any reports, information, data, etc., given to, prepared, or assembled under this contract, which may be kept confidential shall be made available to any individual or organization by either party without the prior written approval of the other party inasmuch as it complies with Alaska Statutes 40.25.110 through 40.25.120.

SECTION 16. Officials not to Benefit.

No member of or delegate to the Congress of the United States shall be admitted to any share or part thereof or to any benefit to arise from this contract. No member of the legislature or officer of the State of Alaska, City of Wasilla, or the Matanuska-Susitna Borough shall be admitted to any share or part hereof or to any benefit to arise out of this contract.

SECTION 17. Publication, Reproduction and Use of Materials.

No Material produced, in whole or in part, under this contract shall be subject to copyright in the United States or in any other country. To the extent authorized by law, the Borough or the City of Palmer shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

SECTION 18. Jurisdiction; Choice of Law.

Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

SECTION 19. Non-waiver.

The failure of the Borough at any time to enforce a provision of this contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

SECTION 20. Permits, Laws and Taxes.
The parties shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this contract. All actions taken by the parties under this contract shall comply with all applicable statutes, ordinances, rules and regulations. Each party shall pay all taxes, assessment, or fees pertaining to its performance under this contract.

SECTION 21. Interpretation and Enforcement.
This agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification issues only.

SECTION 22. Understanding.
The parties acknowledge both have read and understand the terms of this contract, have had the opportunity to review the same with counsel of their choice, and are executing this contract of their own free will.

SECTION 23. Notices.
Any notice required pertaining to the subject matter of the contract shall be personally delivered or mailed by pre-paid first class, registered or certified mail to the following address:

City of Palmer
231 W. Evergreen Avenue
Wasilla, Alaska 99645

CITY OF PALMER

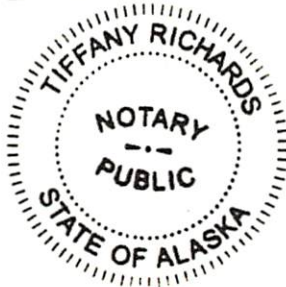
Kolby Zerkel

KOLBY HICKEL ZERKEL,
Palmer City Manager

THIS IS TO CERTIFY that on the 20th day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **GEORGE HAYS**, to me known and known to me to be the identical individual described in and who executed the within and foregoing Animal Care & Regulation Services Agreement, as **DEPUTY BOROUGH MANAGER**, a municipal corporation, and acknowledged to me that he

signed the same in the name of, for and on behalf of said corporation, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 20th day of January, 2026.



Sofia Richard
NOTARY PUBLIC in and for the State of Alaska
Commission expires: 5-28-2029

STATE OF ALASKA)) ss:
Third Judicial District)

THIS IS TO CERTIFY that on the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KOLBY HICKEL ZERKEL**, to me known and known to me to be the identical individual described in and who executed the within and foregoing Animal Care & Regulation Services Agreement, as **MANAGER** for the **CITY OF PALMER**, a municipal corporation, and acknowledged to me that he signed the same in the name of, for and on behalf of said corporation, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Alaska
Commission expires: _____

**ANIMAL CARE AND REGULATION SERVICES AGREEMENT
BETWEEN
MATANUSKA-SUSITNA BOROUGH
AND
CITY OF HOUSTON**

This agreement (hereinafter "contract") is made and entered into by and between the Matanuska-Susitna Borough, hereinafter referred to as the "Borough", and the City of Houston, hereinafter referred to as "City", for animal care and regulation services to be provided by the Borough and paid for by the City.

SECTION 1. Term.

This contract shall be effective March 1, 2025, through June 30, 2026. This agreement shall be deemed renewed automatically each year, for two additional one-year periods unless either party gives notice to the other party of non-renewal, at least 30 days prior to the end of the relevant term.

SECTION 2. Definitions.

Animal: For purposes of this contract an animal is defined as any vertebrate domestic animal, which does not include wild animals or game animals, including but not limited to dogs and cats.

Impoundment: The taking of an animal by the Borough or the City for safekeeping for the protection of the animal, other animals, or persons, until the owner of the animal takes proper custody of the impounded animal.

Large Animal: For purposes of this contract a large animal is defined as any domestic animal, which does not include wild animals or game animals, over 200 pounds in weight. This may include but is not limited to livestock such as cows or horses.

Small Animal: For purposes of this contract a small animal is defined as any domestic animal, which does not include wild animals or game animals, other than a cat or dog, weighing less than 200 pounds. This includes but is not limited to chickens, ducks, geese, ferrets, rabbits or reptiles.

Reasonable Attempts: Attempts made that an ordinarily prudent and rational person would use in the circumstances.

Quarantine: Strict isolation to prevent the spread of disease or to monitor an animal for contagious diseases or illnesses.

SECTION 3. Scope of Work.

- A. The Borough shall provide, on behalf of the City, the following services:
1. Confine, care, and feed in a humane manner, animals that are brought to the Borough shelter by authorized representatives of the City, by residents of the City, or by other persons when those animals were found within the City limits.
 2. Provide for the 24-hour, 7 day per week access of the shelter for drop off of animals by a City Police Officer.

3. Release animals to their owners upon adequate proof of ownership and proof of rabies vaccination. The Borough will hand out information regarding the City's licensing requirements if that information is provided to the Borough for distribution.
4. Provide humane euthanasia for animals not redeemed, or adopted, or that are deemed not adoptable.
5. Hold animals brought to the shelter for at least 72 hours if not licensed, and at least 120 hours if properly licensed, and the City advises the Borough of the name and phone number of the owner. The City and Borough will make reasonable attempts to locate or contact the owner of any animal brought in by the City prior to disposal by euthanasia or adoption as set out in MSB Title 24.
6. Provide animal adoption services.
7. Provide for rabies quarantine of animals impounded by the City for a period of 10 days, as required by Alaska Administrative Code 7AAC 27.022 (c)(1), unless euthanasia is recommended as determined by the Borough veterinarian.
8. Provide pick-up and assist services at the City's request for injured animals, or in certain emergencies. Emergencies are defined as situations where special equipment or animal control skills are required, such as with an animal that requires special handling. The parties agree that this service does not require Borough personnel to routinely pick up stray dogs, cats, or other animals within the City unless the animals are injured or an emergency (as described above) is involved.

B. The City shall provide the following to the Borough:

1. Written authorization for impoundment of any animal found within the City. The City agrees under this contract to provide written authorization either before or after the Borough takes possession of the animal. This requirement does not apply to requests for pick-up or animal submissions by an authorized agent of the City such as a police officer. This requirement does not apply to owner surrenders.
2. A list of people authorized to release animals from impoundment.
3. A current list of police officers. The Borough shall provide the Wasilla Police access to the kennels for after-hours drop offs.
4. A list of people authorized to request pick-up and assist services, and to commit the City to pay for such services when extra charges are applicable under this contract.
5. To an animal owner who seeks to redeem their animal in the custody of the Borough, proper documents to show proof of the owner having complied with the requirements of the City for the release of the animal.

SECTION 4. Payment for Services.

The Borough shall charge fees for shelter services as set forth by the Borough Assembly by resolution as stated in MSB 24.15.030 (A). The City agrees that the Borough shall charge these fees when an owner redeems an animal. The Borough shall accept and keep such fees as payment for Borough provided services.

The Borough shall have the right to enter into payment agreements with an owner, waive any or all of the fees, set check acceptance procedures, allow for the acceptance of credit cards and to set any other fiscal policies as may be necessary and proper for the operations of the shelter.

In the event that the Borough waives any or all of the fees owed by an owner(s), the City shall not be responsible for any portion of that waived fee.

For the first term the City shall pay a base charge of \$1,320.68 per month, for an annual total of \$15,848.21 irrespective of the number of animals placed at the Borough shelter during that month.

There will be a 5% increase in base charge fees each year for the two automatic renewal periods. This increase will be for achieving a fair share portion of services rendered commensurate with the number of animals handled by the shelter from residents whose homes are within the city limits.

Term Date	Monthly Base Charge	Total Annual Amount
March 1, 2025 - June 30, 2026	\$1,320.68	\$15,848.21
July 1, 2026 - June 30, 2027	\$1,386.71	\$16,640.57
July 1, 2027 - June 30, 2028	\$1,456.05	\$17,472.60

These charges are for animals impounded by the City and placed at the Borough shelter, and for other animals originating within the City. This base charge also covers pick-up and assist services, except that in certain circumstances as stated below. Payments that the Borough receives for shelter services when animals are redeemed shall not be deducted from the per month base charge.

For pick-up services involving animals over 200 lbs., there will be an additional charge of \$75.00 per transport.

There will be an additional charge of \$150.00 per hour for all after-hour pick-up and assist services. There shall be a minimum charge of one hour per Borough employee and only pertains to services provided off Borough premises. "After-hours" is defined as any time other than Monday through Friday, from 8:00 a.m. to 5:00 p.m.

In the event the Borough holds a City animal in protective custody for a City case, the current daily boarding fee will be charged along with all associated medical fees which may have incurred for the duration of the animal's stay.

SECTION 5. Animal Forfeiture.

For all animals impounded under this contract, at the end of the required holding period, 120 hours for licensed and 72 hours for unlicensed animals, the City shall forfeit any and all ownership rights in the same animal to the Borough to be disposed of as provided for under MSB 24.15. Such disposal may include adoption, auction, sale, or humane euthanasia.

An exception to forfeiture can be made at the discretion of the Borough Animal Care and Regulation Director when requested in writing by the City with the understanding, and upon the condition that the Borough may bill the City for reasonable extra charges to pay for continued sheltering of the animal by the Borough.

SECTION 6. Termination.

Either the Borough or the City may terminate this contract at any time by giving thirty (30) days written notice of such termination to the other party at the address of the contract administrator described in Section 8 of this contract. The City shall be required to pay all fees accrued up to the date of the termination.

SECTION 7. Modifications.

The parties may mutually agree to modify the terms of this contract at any time. Modifications to the contract shall be incorporated into the contract by written amendments executed by the parties.

SECTION 8. Contract Administrator. For the duration of this contract, the contract administrator for the Borough shall be the Borough Manager, whose address is 350 E. Dahlia Avenue, Palmer, AK 99645. The contract administrator for the City shall be the City Mayor, whose address is 13878 W. Armstrong Road, PO Box 940027, Houston, Alaska, 99694.

SECTION 9. Relationship of Parties.

This contract is entered into by agreement of the parties pursuant to AS 29.35.010(13). In addition, the City may monitor the Borough's compliance with this contract but shall not supervise or otherwise direct the Borough except to provide recommendations and to provide authorizations pursuant to this contract.

SECTION 10. Integration, No Third Party Beneficiaries.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties. This contract does not and is not intended to confer any rights or remedies upon any person or entity other than the City and the Borough.

SECTION 11. Indemnification.

Borough Held Harmless. The City shall indemnify, defend, hold and save the Borough, its elected and appointed officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, deprivation of constitutional rights, or any other kind of loss sustained by any person, or property arising from the City's, or the City's officers, agents, employees, contractors, subcontractors or suppliers performance of or failure to perform under this contract.

The City agrees that this indemnification covers, among other things, animals brought to the Borough shelter at the direction of the City or by a resident of the City, and animals that have been found within the City limits.

SECTION 12. Severability.

If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under law, the remainder of this agreement shall remain in full force and effect.

SECTION 13. Causes Beyond Control.

In the event the Borough is prevented by a cause or causes beyond its control from performing any obligation under this contract, non-performance resulting from such cause or causes shall not be deemed to be breach of this contract which will render the Borough liable for damages or give rights of cancellation of this contract to the City. However, if and when such cause or causes do prevent performance, the Borough shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Borough and which prevent the performance of the Borough: fire, explosions, acts of God, severe weather conditions, orders of law by duly constituted public authorities, and other major uncontrollable events. The Borough will determine whether the event preventing performance is a cause beyond the Borough's control.

SECTION 14. Interest of Municipal Officers and Others.

No officer, member, or employee of the City or the Borough, nor any member of their governing bodies, or other public official of their governing bodies shall participate in any decision relating to this contract which affects his personal or pecuniary interests, or which affects the interests of any corporation, partnership or association in which he or she is directly or indirectly involved.

SECTION 15. Findings Confidential.

To the extent authorized by law, any reports, information, data, etc., given to, prepared, or assembled under this contract, which may be kept confidential shall be made available to any individual or organization by either party without the prior written approval of the other party inasmuch as it complies with Alaska Statutes 40.25.110 through 40.25.120.

SECTION 16. Officials not to Benefit.

No member of or delegate to the Congress of the United States shall be admitted to any share or part thereof or to any benefit to arise from this contract. No member of the legislature or officer of the State of Alaska, City of Wasilla, or the Matanuska-Susitna Borough shall be admitted to any share or part hereof or to any benefit to arise out of this contract.

SECTION 17. Publication, Reproduction and Use of Materials.

No Material produced, in whole or in part, under this contract shall be subject to copyright in the United States or in any other country. To the extent authorized by law, the Borough or the City of Wasilla shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

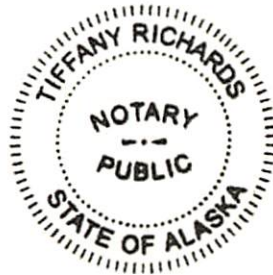
SECTION 18. Jurisdiction; Choice of Law.

Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

SECTION 19. Non-waiver. The failure of the Borough at any time to enforce a provision of this contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity

in and who executed the within and foregoing Animal Care & Regulation Services Agreement, as **DEPUTY BOROUGH MANAGER**, a municipal corporation, and acknowledged to me that he signed the same in the name of, for and on behalf of said corporation, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 20th day of January, 2026.

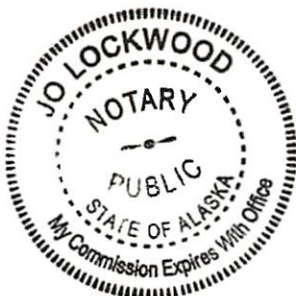


Tiffany Richards
NOTARY PUBLIC in and for the State of Alaska
Commission expires: 5-28-2029

STATE OF ALASKA)
) ss:
Third Judicial District)

THIS IS TO CERTIFY that on the 20th day of January, 2026, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **JASON KAHN**, to me known and known to me to be the identical individual described in and who executed the within and foregoing Animal Care & Regulation Services Agreement, as **MAYOR** for the **CITY OF HOUSTON**, a municipal corporation, and acknowledged to me that he signed the same in the name of, for and on behalf of said corporation, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 20th day of January, 2026.



Jo Lockwood
NOTARY PUBLIC in and for the State of Alaska
Commission expires: with office

1.10.265 ANIMAL CONTROL.

The borough may exercise the power to regulate, license and control animals in the area outside of cities as provided under A.S. 29.35.210(a)(3).

(Ord. 94-001AM, § 2 (part), 1994)