

Proposed Revisions to Chapter 6 of the Corpus Christi Code of Ordinances

February 28, 2023 – 1st Reading of proposed amendments for consideration by City Council.

March 7, 2023 – 2nd Reading of proposed amendments for consideration by City Council.

If approved by City Council, the revisions to the Ordinance and the new fee schedule will take effect on October 1, 2023.

Ordinance amending sections 6-1, "Definitions"; 6-15, "Fee Schedule"; 6-17, "Local Rabies Control Authority"; 6-34, "Requirements of Dangerous Dog Owners"; 6-39, "Aggressive dogs; levels defined"; 6-40, "Investigation, seizure, confinement, and designation of aggressive dogs"; 6-42 "Regulation of Aggressive Dogs"; 6-57, "Pet Shop Requirements"; 6-103, "Impoundment"; 6-126, "Rabies Impoundment and Quarantine"; adding section 6-59, "Intact Pet Permit"; of the City Code and providing for a penalty not to exceed \$500 and publication.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS THAT:

SECTION 1. Section 6-1 of the Corpus Christi City Code is hereby amended by adding language that is underlined (**added**) and deleting the language that is stricken (**deleted**) to the existing text as set forth below:

Sec. 6-1. Definitions.

- (a) As used in this chapter, the following words have the meanings ascribed to them in this section:

Abandoned animal means an animal left without care by the owner and or keeper without making reasonable arrangements for assumption of custody by another person.

Animal means any living vertebrate creature, domestic or wild, other than Homo sapiens.

Animal care officer means the animal care services division manager, employees of the animal care services division, or authorized agents of animal care services.

Animal care services means a division of the City of Corpus Christi responsible for enforcing state and local laws, ordinances, rules, and regulations regarding the care and keeping of animals, including the provisions of this chapter.

Animal care services manager means the program manager of Corpus Christi Animal Care Services.

Animal rescue organization means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" shall not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any

personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from a person that breeds animals.

At large or running at large means any animal within the city not kept under restraint.

Attack means to set upon with violent force.

Auction means any place or facility within the city where animals are regularly bought, sold, offered for sale, or traded, except for those facilities otherwise defined in this chapter.

Cat means a domesticated member of the *Felidae* (feline) family, other than a bobcat, cougar, jaguar, leopard, lion, panther, tiger, or other prohibited animal.

Circus means a commercial variety show featuring animal acts for public entertainment.

City means the City of Corpus Christi.

City animal shelter means a place operated by or for the city, whether in city facilities or by contract, for the detention of dogs, cats, and other animals as prescribed by law.

Collar or harness means a band of leather, nylon, rope, or similar material, excluding chain if utilized for training purposes, that is commonly used on an animal to aid in control of movement of the animal, by the animal's owner, and to which a leash or lead can be attached.

Commercial animal establishment means any auction, circus, hatchery, kennel, performing animal exhibit, performing animal exhibition, pet shop, rodeo, stable, or zoological park or any lot, building, structure, or premises within the city used for the business of buying, selling, grooming, breeding, or boarding of animals.

Commercial property means:

- (1) Any portion of land or buildings, excluding publicly owned property, that is zoned or utilized for commercial or business uses within the city, including temporary sites.
- (2) Any vehicle utilized for commercial or business purposes within the city.

Department means Corpus Christi Animal Care Services.

Dog means a domesticated member of the *Canidae* (canine) family, other than a coyote, dingo, fox, jackal, wolf, wolf hybrid, or other prohibited animal.

Food means, with respect to animals, any commercially processed and packaged substance intended for use by an animal owner to meet and maintain the nutritional needs of the animal for which it was processed and packaged.

Food processing establishment means any place in which food is commercially manufactured or packaged for human consumption.

Food service establishment means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term also includes delicatessen-type operations that prepare sandwiches intended for individual portion service. The term does not include private homes where food is prepared or served for individual family consumption, the location of vending machines, and supply vehicles.

Fowl means any live bird.

Grooming shop means a commercial enterprise where two (2) or more dogs or cats over four (4) months of age are groomed, upon agreement with the dog or cat owner, on a service-for-fee basis. The premises must be located within an appropriately zoned area and a certificate of occupancy must have been obtained for the intended use, if required by the city's zoning and construction ordinances.

Hatchery means a commercial enterprise regularly engaged in supplying, selling, or offering for sale any fowl to commercial or agricultural customers.

Impound means any of the following:

- (1) The placing of an animal in the city's animal care services facility;
- (2) The taking of an animal into custody for purposes of transporting the animal to the city's animal care services facility;
- (3) An officer in pursuit of an animal, and in lieu of taking custody of the animal, elects to return the animal to its owner with proper written notices, warnings and admonishments.

Intact Animal means an unsterilized animal.

Keeper means any person, firm, corporation, organization, or department holding, caring for, having an interest in, or having control or custody of an animal. If the keeper of an animal is a minor, the parent or guardian of that minor shall be responsible for compliance with animal care related ordinances.

Kennel means a commercial enterprise, excluding a veterinary hospital, where four (4) or more dogs or cats over four (4) months of age are kept, raised, sold, boarded, bred, shown, treated, or groomed on a daily, weekly, or monthly basis. The premises must be located within an appropriately zoned area and a certificate of occupancy must have been obtained for kennel use, if required by the city's zoning and construction ordinances.

Licensed veterinarian means a veterinarian licensed by the Texas State Board of Veterinary Medical Examiners.

Livestock means farm animals, such as horses, ponies, mules, donkeys, cattle, goats, sheep, and swine.

Microchip means an identification chip implanted under the skin of an animal for the purpose of identifying its owner or keeper which has been registered with a microchip registration company with current ownership information to include the

current owner or keeper's name, address and telephone number, and the description of the animal.

Owner means any person owning, keeping, or harboring one (1) or more animals. An animal is deemed to be harbored if it is fed or provided water. An animal is deemed to be kept if it is fed or provided water and sheltered or restrained except upon the authorization of the animal care services manager. If the owner of an animal is a minor, the parent or guardian of that minor shall be responsible for compliance with animal care related ordinances and shall be identified as the legal owner of said animal.

Performing animal exhibit means any spectacle, act, or event, excluding a circus or rodeo, in which animals display stunts, tricks, skills, or natural characteristics and which spectacle, act, or event does not exceed two (2) calendar days in duration.

Performing animal exhibition means any spectacle, act, or event, excluding a circus or rodeo, in which animals display stunts, tricks, skills, or natural characteristics and which spectacle, act, or event exceeds two (2) calendar days in duration.

Pet means any animal not otherwise prohibited under this chapter that is kept for pleasure rather than utility.

Pet shop means a commercial enterprise regularly engaged in the buying and selling of animals and animal-related products. The premises must be located within an appropriately zoned area and a certificate of occupancy must have been obtained for the intended use, if required by the city's zoning and construction ordinances.

Poultry means any species of domesticated fowl commonly kept for eggs or meat, such as chickens, turkeys, ducks, or geese.

Prohibited animal means any animal, other than a common household pet, such as a canary, finch, cockatiel, hamster, guinea pig, gerbil, rabbit, ferret, fish, or small nonpoisonous reptiles, that poses a potential physical or disease threat to the public or that is protected by international, federal or state laws or regulations, and includes, but is not limited to, the following:

- (1) Within the class Reptilia: family *Helodermatidea* (venomous lizards); family *Varanidae* (monitors); Order *Ophidia*, family *Boidae* (boas and anacondas); family *Pythonidae* (pythons); family *Hydrophiidae* (marine snakes); family *Viperidae* (rattlesnakes, copperheads, cottonmouths, pit vipers and true vipers); family *Elapidae* (coral snakes, cobras, and mambas); family *Colubridae*, *Dispholidus Typus* (boomslang), *Cyclagras gigas* (water cobra), *Boiga dendrophila* (mangrove snake) and *Kirtlandii* (twig snake) only; order *Crocodylia* (crocodiles, alligators, caimans and gavials);
- (2) Within the class Aves: order *Falconiforms* (hawks, eagles and vultures) and subdivision *Rapitae* (ostriches, rheas, cassowaries and emus);
- (3) Within the class Mammalia: order *Carnivora*, family *Felidae*, (such as cougars, tigers, lions, bobcats and ocelots) except domesticated cats, family *Canidae* (such as wolves, dingos, coyotes and jackals) except domesticated dogs,

family *Mustelidae* (such as weasels, skunks, martins, mink and badgers), family *Procyonidae* (such as raccoons), and family *Ursidae* (such as bears); order *Marsupialia* (such as kangaroos and opossums); order *Chiroptera* (bats); order *Edentata* (such as sloths, anteaters and armadillos); order *Proboscidea* (elephants); order *Primata* (such as monkeys, chimpanzees and gorillas); order *Rodentia* (such as porcupines); and order *Ungulata* (such as antelope, deer, bison and camels); and

(4) Within the class Amphibia: Poisonous frogs, toads and salamanders.

Provocation means any purposeful act that causes an animal to scratch, bite, or attack in protection of itself, the owner, or the owner's premises. Entrance, in any manner, into an area where an animal is properly under restraint in compliance with this chapter is considered provocation, irrespective of the reason for the entrance.

Public nuisance means any animal that:

- (1) Is a dangerous dog within the meaning of V.T.C.A., Health and Safety Code ch. 822, as it may be amended.
- (2) Trespasses on school grounds.
- (3) Is repeatedly at large.
- (4) Damages private or public property.
- (5) Barks, whines, howls or makes other annoying noises in an excessive, continuous or unreasonable fashion, or at unreasonable hours.
- (6) Bites, attacks or injures a domestic animal.
- (7) Bites, attacks, or injures a person.
- (8) Creates a danger to the public or destroys public/private property.

Pursuit means the act of attempting to capture and/or impound an animal.

Rat-proof means a state of being constructed so as to effectively prevent the entrance of rats.

Reclaim means to retrieve or recover an animal from the city animal shelter after quarantine or impound.

Registration means a privilege granted, upon compliance with the terms of this chapter, to lawfully own, keep, harbor, or have custody or control of a dog or cat within the city.

Restraint means any animal that is securely caged; secured by a leash or lead attached to a collar or harness and under the effective control of a responsible person and obedient to that person's commands, within the confines of its owner's home or yard which is fully enclosed by a secure and substantial fence; or properly tethered. Livestock must be kept in species appropriate enclosures; i.e., stalls, pens, or in pastures or paddocks with secure and substantial fencing. In addition, a dog is deemed under restraint in the following circumstances:

- (1) When the dog is entered in a bona fide dog show, field trial, or exhibition held within the city, while the dog is actually engaged in the show, trial or exhibition.
- (2) When the dog is accompanied by and in the presence of its owner, master, or trainer, while the dog is actually engaged in dog obedience training; provided, the person training the dog has in the person's possession a leash of at least five (5) feet and not more than ten (10) feet in length and of sufficient strength to control the dog.
- (3) When the dog is used by a person with disabilities who utilizes the dog as a service animal to aid the person in going from place to place within the city.
- (4) When the dog is utilized by a licensed peace officer for law enforcement purposes.

Sanitary means any condition of good order and cleanliness, free from the elements of filth or bacteria that endanger health.

Secure enclosure with respect to dangerous dogs means a fenced area or structure separate from the owners residence in respect to their house if contact is possible with guests, invitees, or licensees, and meets the following requirements:

- (1) At least six (6) feet in height with secure sides and a secure top; if the enclosure does not have a floor that is secured to its sides, the sides shall be embedded at least two (2) feet into the ground;
- (2) Of sufficient size to allow the dog to move freely;
- (3) Locked;
- (4) Capable of preventing the entry of the general public, including children;
- (5) Capable of preventing the escape or release of a dangerous dog by any means, including digging, climbing, jumping, or chewing out of the enclosure;
- (6) Clearly marked as containing a dangerous dog; and
- (7) Located no less than five (5) feet from another property line or fence adjoining the premises on which the enclosure is located.

Secure enclosure with respect to animals that are not dangerous dogs means an enclosure that is species appropriate and prevents the animal from leaving said enclosure on its own volition, preventing it from being at large.

Sell means to exchange, trade, barter and any other form of transaction by which property ownership is granted for consideration.

Shelter means a structure that has three sides, a roof, and a floor; reference section 6-161 for additional requirements.

Stable means any place that provides:

- (1) Any horse, pony, donkey, or mule for hire.
- (2) Boarding or grazing for any horse, pony, donkey or mule.
- (3) Riding instruction on any horse, pony, donkey or mule.

Tether means to restrain an animal by rope, chain, or a similar material attached to a collar or harness so that an animal is fastened to a running line, pulley system, or trolley.

Tied means to improperly restrain an animal by means of securing the animal to a fixed point.

Vaccination certificate means the certificate issued by a licensed veterinarian in a form that meets the minimum standards approved by the Texas Board of Health for presentation to the animal care services division as a condition precedent to the granting of a dog or cat registration, and showing on its face that, at the time of presentation, the dog or cat covered by the certificate has been vaccinated for rabies.

Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and the treatment of diseases and injuries to animals.

Zoological park means any lot, building, structure, enclosure, or premises, other than a pet shop or kennel, displaying or exhibiting one (1) or more species of non-domesticated animals and that is accredited by a recognized national or state zoological entity. The premises must be located within an appropriately zoned area and a certificate of occupancy must have been obtained for the intended use, if required by the city's zoning and construction ordinances.

- (b) The words "animal," "cat," "dog," "fowl," "livestock," and "poultry" include both the male and female gender.
- (c) The singular form of words includes the plural form and vice versa.

Sec. 6-15. Fee schedule.

Fees for animal care services shall be charged pursuant to the animal care service fee schedule filed with the city secretary. Animal care fee schedule will be submitted to city council annually for review. Any adjustment of the animal care service fee schedule requires city council approval.

The animal care services fee schedule is as follows:

Fee Schedule Effective October 1, 2023	
Reapplication upon denial of registration or permit	\$10.00
Microchip and lifetime license fee per dog or cat	\$15.00
Replacement of tag	\$12.00

Dangerous Dog Registration (set by V.T.C.A., Health and Safety Code § 822.043)	\$50.00
Aggressive Dog Registration (must be microchipped, photographed and wear specific tag)	\$50.00
Annual Intact Permit	\$100.00
Commercial Permits	
Auctions; Circus; Grooming Shop; Kennels; Performing Animal Exhibit/Exhibition; Pet store; Horse stable	\$57.00
Impoundment	
Unregistered/registered animal	\$30.00
Livestock	\$30.00
Second and subsequent impoundment within 12 months	\$50.00
Boarding fees per day	
Daily boarding fee (Return to Owner)	\$10.00
Rabies vaccine fee (Return to Owner)	\$10.00
Microchip fee (Return to Owner)	\$15.00
Species appropriate vaccination on intake (excludes rabies) (Return to Owner)	\$10.00
Owner surrender per animal unless litter under 4 months	\$50.00
Owner surrender of bite animal	\$100.00
Adoption Fee	

Domestic dog or cat; for animals over 6 months old and in good health includes spay/neuter, microchip/city license, rabies vaccination	\$25.00
Rabies impoundment and quarantine	
Animal head shipment - owned animal	\$150.00
Quarantine Fee of domestic animal (per day)*	\$20.00
* This fee will be in addition to impound, microchip, license, and rabies vaccination fees, \$10.00 for additional days over 10.	
Dangerous/Aggressive Dogs	
Collars (including replacements)	\$10
Leashes (including replacements)	\$15
Signs (including replacements)	\$20

Sec. 6-17. Local rabies control authority.

(a) The animal care services manager is designated as the local rabies control authority to enforce the provisions of the Rabies Control Act of 1981 (V.T.C.A., Health and Safety Code § 826.001 et seq.).

(b) The duties of the local rabies control authority shall include, but are not limited to the enforcement of:

- (1) The provisions of the Rabies Control Act of 1981, and the rules of the state board of health which comprises the minimum standards for rabies control;
- (2) The ordinances and/or rules of the City of Corpus Christi; and/or
- (3) The rules adopted by the state board of health under the area quarantine provisions of V.T.C.A., Health and Safety Code § 826.045 of said Act.

(c) The animal care services manager may designate, in writing, an animal care services staff member to fulfill the duties and obligations of serving as the Local Rabies Control Authority due to unavailability or emergency.

Sec. 6-34. Requirements of dangerous dog owners.

(a) An owner of a dog determined to be dangerous, must comply with all of the following nine (9) requirements before the subject dog can be released to the owner by the department. The department must, however, release the dog to the owner if a state licensed veterinarian with a facility located within the city verifies, upon being contacted by a city veterinarian or department, that the owner has arranged for the required surgery of the dangerous dog to comply with this article, and if necessary, a city veterinarian has implanted the required registered microchip in the dog, has inspected the residence where the dog is to be kept, and is satisfied that the following requirements which could have already been complied with have been complied with by the owner:

(1) The dog must be registered with the department and shall annually obtain a dangerous dog permit;

(2) The dangerous dog shall at all times wear a collar approved by and purchased from the department visible at fifty (50) feet so that the dog can be identified as a dangerous dog. The department is authorized to charge the dog owner a fee to cover the cost of this collar;

(3) The dangerous dog must be kept in a dangerous dog enclosure as defined this chapter;

(4) The owner must present to the department a certificate of public liability insurance in the amount of one hundred thousand dollars (\$100,000.00) to cover any injuries caused by the dangerous dog. The insurance shall be kept in effect continuously and shall not be cancelled unless the dog is no longer kept by the insured owner;

(5) The dangerous dog, when taken outside the enclosure, must be securely muzzled in a manner that will not cause injury to the dog nor interfere with its vision or respiration, but shall prevent it from biting any person or animal; and the dangerous dog must be restrained by a sturdy leash 3 feet in length purchased from Animal Care Services. The department is authorized to charge the dog owner a fee to cover the cost of this leash;

(6) The owner shall post a sign purchased from Animal Care Services on his premises warning that there is a dangerous dog on the property. This sign shall be visible and capable of being read from the public street or highway. In addition, the department shall design and produce a uniform dangerous dog symbol or decal,

understandable by small children which shall be made available at cost to the public. Such symbol or decal must be displayed on or about the sign;

(7) If the dog does not have a registered microchip, the owner shall authorize the department to implant a registered microchip beneath the skin of the dangerous dog for positive identification of the animal;

(8) At the owner's expense, the dangerous dog must be spayed or neutered either by the department or, at the discretion of the department, by a veterinarian approved by the department prior to being released back to its owner;

(9) The owner must allow an annual inspection of the residence where the dog is kept ensuring continued compliance with all requirements of this section. More frequent inspections may be conducted in response to specific complaints regarding non-compliance with this section.

(b) If the owner of a dog determined to be dangerous is unable or unwilling to comply with the ownership requirements listed above at any time, the dog must be euthanized by an animal shelter, animal care agency, licensed veterinarian or the department. (b) If the owner of a dog determined to be dangerous is unable or unwilling to comply with the ownership requirements listed above at any time, the dog must be euthanized by an animal shelter, animal care agency, licensed veterinarian or the department.

Sec. 6-39. Aggressive dogs; levels defined.

Classification of a dog as aggressive shall be based upon specific behaviors exhibited by the dog. For purposes of this chapter, behaviors establishing various levels of aggressive dogs are the following:

(1) Level 1 behavior is established if a dog, while unrestrained, causes physical injury to any domestic animal or livestock.

(2) Level 2 behavior is established if:

a. A dog, while unrestrained, kills or causes the death of any domestic animal or livestock, or

b. A dog classified as a level 1 aggressive dog that repeats the behavior in subsection (1) after the owner or keeper receives notice of the level 1 classification.

(3) Notwithstanding subsections (1) and (2), the animal care services manager shall have discretionary authority to refrain from classifying a dog as aggressive, even if the dog has engaged in the behaviors specified in subsections (1) and (2) if the director determines that the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other similar mitigating or extenuating circumstances

Sec. 6-40. Investigation, seizure, confinement, and designation of aggressive dogs.

- (a) The department shall have authority to determine whether any dog has engaged in the behaviors specified in section 6-39. This determination may be based upon an investigation that includes observation of and testimony about the dog's behavior, including the dog's upbringing and the owner's or keeper's control of the dog, and other relevant evidence as determined by the department. These observations and testimony can be provided by animal care officers or by other witnesses who personally observed the behavior. They shall sign an affidavit attesting to the observed behavior and agree to provide testimony regarding the dog's behavior if necessary.
- (b) After receiving a sworn affidavit of complaint and upon making a decision that seizure is a reasonable precaution to ensure the health and safety of people nearby, the department may order the immediate seizure and impound of the dog. An administrative search warrant shall be obtained from any municipal court magistrate to enter onto private property to search for a dog which is allegedly aggressive or has been previously determined to be aggressive, if permission to enter the subject premises is denied by a person in lawful possession. If the dog cannot be safely approached, a tranquilizer projector may be used by department personnel. The cost of securing said dog(s) shall be borne by the owner. If a dog is determined to be aggressive, it will remain in confinement as directed by the department. A dog that has been determined to be aggressive may not be released back to the owner until the owner is able to demonstrate his ability to comply with all the requirements for aggressive dogs as outlined in section 6-42.
- (c) The animal care services manager shall have the discretion to increase or decrease a classified dog's restrictions based upon relevant circumstances.
- (d) The department shall give the dog's owner or keeper written notice of the dog's specified behavior, of the dog's classification as aggressive, and of the restrictions applicable to that dog by reason of its classification.
- (e) Upon receipt of notice of the dog's classification as a level 1 or 2 aggressive dog pursuant to subsection (c), the owner or keeper shall comply with the restrictions specified in the notice unless reversed on appeal. Upon final determination and after appeals are exhausted, the owner will have thirty (30) days to comply with the requirements or else the animal will be considered abandoned and may be disposed of per subsection 6-103(g). Failure to comply with the specified restrictions shall be a violation of this chapter for which a fine can be imposed. Additionally, the department shall have authority to impound the dog pending completion of all appeals.
- (f) If the department's decision finds that a dog has engaged in aggressive behavior, the dog may be impounded pending the completion of any appeals.
- (g) Any dog classified as a level 2, that is found to have repeated level 2 behavior as defined under this chapter, shall be impounded if not already impounded. The

dog shall not be released to the owner or be made available for adoption until either potential recipient of the dog has established arrangements for accommodating the animal consistent with all the security and safety requirements ordered by the department.

Sec. 6-42. Regulation of aggressive dogs.

In addition to the other requirements of this chapter, the owner or keeper of an aggressive dog shall comply with the following conditions:

(1) Dogs classified as level 1 dogs shall be confined within a secure enclosure whenever the dog is not on a leash. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's or keeper's premises. In addition, the department may require the owner or keeper to obtain and maintain proof of public liability insurance in the amount of one hundred thousand dollars (\$100,000.00).

(2) Dogs classified as level 2 dogs shall be confined within a secure enclosure whenever the dog is not on a leash. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's or keeper's premises, and the owner or keeper shall post warning signs, which are provided by the department, on the premises where the dog is kept, in conformance with rules to be adopted by the department. In addition, the animal care services manager may require the owner or keeper to obtain and maintain proof of public liability insurance in the amount of one hundred thousand dollars (\$100,000.00). The owner or keeper shall not permit the dog to be off the owner's or keeper's premises unless the dog is muzzled and restrained by an adequate leash 3 feet in length purchased from Animal Care Services and under the control of a capable person.

(3) To ensure correct identification, all dogs that have been classified as aggressive shall be microchipped and photographed and may be fitted with a special tag or collar approved by and purchased from the department visible at fifty (50) feet so that the dog can be identified as an aggressive dog. The department is authorized to charge the dog owner a fee to cover the cost of this collar.

(4) The animal must have a registered microchip and obtain an annual aggressive dog permit from the department.

(5) The owner or keeper of a level 2 aggressive dog shall not permit the warning sign to be removed from the secure enclosure. The owner or keeper of any aggressive dog shall not permit the special tag or collar to be removed from the dog. The owner or keeper of an aggressive dog shall not permit the dog to be moved to a new address or change owners or keepers without providing the animal care services manager with ten (10) days' prior written notification.

(6) At the owner's expense, the aggressive dog must be spayed or neutered by a veterinarian approved by the department prior to being released back to its owner.

Sec. 6-57. Pet shop requirements and prohibitions.

- (a) No person shall operate a pet shop within the city without first obtaining a permit from the department.
- (b) All animals shall be able to stand, stretch, and turn without touching any of the four (4) sides or top of their primary enclosure.
- (c) Animal enclosures shall be cleaned of debris and fecal matter at least once every twenty-four (24) hours. Sanitizing of dog and cat enclosures shall be done once every day by washing the surfaces with proper disinfectants that are not harmful to the animal's health.
- (d) All pet shops and stores selling any and all species of animals shall:
 - (1) Provide appropriate medical services, care, and housing according to individual species' needs.
 - (2) Keep accurate records of breed, description, approximate age and sex of animal sold if applicable.
 - (3) Medications and immunizations administered if applicable.
 - (4) A guarantee of good health for a period of not less than two (2) weeks with recommendation to have the animal examined by a licensed veterinarian if applicable. The permit holder shall retain a copy of the written statement for twelve (12) months from date of sale.
- (e) Records shall be maintained and surrendered to the department upon request and without reservation or purpose of evasion. Failure to produce such records upon demand by the department shall be cause for the revocation of an existing permit and the refusal to issue a new permit for a period of two (2) years.
- (f) It shall be a violation of this chapter for a pet shop to sell or offer for sale a dog or cat.
- (g) A pet shop may provide space for the display of dogs or cats available for adoption only if such animals are displayed and made available for adoption through Corpus Christi Animal Care Services, or an animal rescue organization that has a current and approved memorandum of understanding with Corpus Christi Animal Care Services, and provided that:
 - (1) No part of any fees associated with the display or adoption of the animals, including but not limited to adoption fees or fees for the provision of space, shall be paid to the host pet shop or to any entity affiliated with or under common ownership with the host pet shop; and
 - (2) The host pet shop shall not have any ownership interest in any of the animals displayed for adoption.

Sec. 6-59. Intact Pet Permit.

(a) Offenses.

(1) A person commits an offense if the person owns, keeps, harbors or has custody of any dog or cat over six months of age that is intact unless such dog or cat is subject to a valid intact pet permit issued in accordance with this section.

(2) A person commits an offense if the person advertises for sale within the city an intact dog or cat over six months of age and fails to include in such advertisement the identification number of the dog or cat's city-issued intact pet permit.

(3) A person commits an offense if the person adopts out or transfers for a fee, an intact dog or cat.

(b) Application.

(1) An application for an intact pet permit must be made on the form prescribed by the program manager and shall include the following information:

a. The name, telephone number and physical address of the applicant;

b. The description of the animal sought to be included under the permit and the species, breed, gender and age of the animal;

c. A statement from a licensed veterinarian that the animal is current on all veterinary recommendations, including examinations, vaccinations, preventative medicine, and treatments; and

d. A statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all animals in accordance with applicable legal requirements.

(2) a. An application must be accompanied by payment of an application fee in the amount adopted by the city council; or

b. This application fee shall be in addition to all other applicable permits and registration fees required under this chapter. An application fee is not refundable.

(4) The animal care services manager may require additional information and documentation as deemed necessary to determine whether a permit should be issued.

(c) Consideration of application.

(1) An application for permit may be denied if the applicant:

- a. Fails or refuses to submit a complete application;
- b. Fails or refuses to submit any information or supporting documentation required under this section or pursuant to a request of the animal care and control authority;
- c. Fails or refuses to submit the fee or documentation required under subsection (b)(2) above;
- d. Provides false information on or in connection with the application;
- e. Has, within the preceding 24 months, been convicted of, received deferred adjudication or pleaded guilty or no contest to one or more violations of this chapter, of any state law relating to the care and humane treatment of animals, or both;
- f. Has, within the preceding 24 months failed to appear in court to respond to a citation relating to an alleged violation of any provision of this chapter or of any state law relating to the care and humane treatment of animals;
- g. Has, within the preceding 60 months, been convicted of, received deferred adjudication or pleaded guilty or no contest to one or more violations of any provision of this chapter or of any state law relating to animal cruelty;
- h. Has previously had a permit revoked pursuant to subsection (e) below;
or
- i. Resides at the same physical address as another individual whose permit has been revoked pursuant to subsection (e) below.

(2) Notwithstanding subsection (c)(1) above, an application for permit may also be denied if specific circumstances exist indicating that the issuance of the permit would not be in the best interest of the animals involved or of the health and safety of the public. If a permit is denied pursuant to this subsection (c), the animal care services manager shall issue a written statement citing the specific reason or reasons for the denial.

(3) If an application for permit is denied, the applicant may appeal to the program manager. Such appeal must be made in writing and received within 14 days of the date the application was originally rejected. The decision of the program manager may be appealed to the Department Director. Such appeal must be made within 7 days of the program managers decision. The decision of the Department Director shall be final and non-appealable.

(d) Issuance and maintenance of permit.

(1) A permit is issued for an individual animal to an individual person. A permit is not transferable to another animal or to another person.

(2) A permit is valid for 1 year unless and until it is revoked.

(3) To maintain an intact pet permit, the permit holder must keep animal care services apprised of current contact information for holder and identifying and registration information for each animal subject to an intact pet permit. In particular, a permit holder must notify animal care services of any change of address or telephone number no later 90 days after the new address or phone number is effective. In addition, within 90 days of obtaining an intact animal not subject to an intact pet permit, the permit holder must provide the animal care services with the species, breed, gender, and age of such animal.

(e) Revocation of permit.

(1) The animal care and control authority may revoke a permit if the owner of the animal issued an intact pet permit:

a. Is convicted, receives deferred adjudication or pleads guilty or no contest with respect to one or more violations of this chapter, of any state law relating to the care and humane treatment of animals, or both;

b. Fails to appear in court to respond to a citation relating to an alleged violation of any provision of this chapter or of any state law relating to the care and humane treatment of animals;

c. Is convicted, receives deferred adjudication or pleads guilty or no contest with respect to any violation of any provision of this chapter or of any state law relating to animal cruelty;

d. Is discovered to have provided false or inaccurate information on or in connection with an application for an intact pet permit;

e. Fails to vaccinate any animal in accordance with the requirements of state law or this chapter;

f. Fails to comply with the requirements of subsection (d)(3) above; or

g. Fails to provide a current statement described in (b)(1)c. above within 30 days of when requested by the animal care and control authority.

h. Fails to keep an owned intact animal under restraint.

(2) a. If a permit is revoked by animal care services, the applicant may appeal to the program manager. Such appeal must be made in writing and received within 14 days of the date the application was originally revoked.

b. The program manager may:

1. Reinstate the permit pursuant to its original terms;

2. Reinstate the permit subject to the holder meeting additional specified conditions; or

3. Affirm the revocation of the permit.

c. The decision of the program manager may be appealed to the department director. Such appeal must be made in writing and received within 7 days of the program manager's decision. The department director's decision shall be final and non-appealable. The department director may take any of the actions allowed by the program manager in this section.

d. Revocation of a permit will not result in the refund of any permit or application fee.

(f) Affirmative Defenses.

(1) It is an affirmative defense to a prosecution under subsection (a)(1) above if an owner produces a signed, written opinion from a licensed veterinarian that the animal in question should not be spayed or neutered due to health concerns.

(2) It is an affirmative defense to prosecution under subsection (a)(1) above that the person who owned the animal was not a permanent resident of the city and was keeping the animal within the city for less than 60 days.

(3) It is an affirmative defense to prosecution under subsection (a)(3) above that an adoption was made by Animal Care Service or under a current Memorandum of Understanding with Animal Care Services.

Sec. 6-103. Impoundment.

(a) Grounds for impoundment. Animals may be impounded by the animal care services division in any of the following circumstances:

(1) Any animal not kept under restraint as required by this chapter.

(2) Any dog or cat for which a valid city registration has not been issued.

(3) Any animal that constitutes a public nuisance.

(4) Any animal that has rabies or exhibits symptoms of rabies, or that a person could reasonably suspect as having rabies.

- (5) Any animal that bites, scratches, or otherwise attacks another animal or person within the city.
 - (6) Any animal not kept by the owner or permit holder in conformity with this chapter, regulations promulgated by the animal care services manager, disposition made in accordance with article IV of this chapter, or state law.
 - (7) Any animal upon the written request of the animal's owner and to which the animal care services manager or the animal care services manager's designee agrees that the animal be humanely euthanized for the protection of the public's health, safety and welfare.
 - (8) Any dog that is the subject of a cause of action filed pursuant to V.T.C.A., Health and Safety Code ch. 822, as it may be amended, must be impounded until further order of a court of proper jurisdiction.
- (b) Length of impoundment. Except for dogs impounded as subjects or probable subjects of a proceeding pursuant to V.T.C.A., Health and Safety Code ch. 822, for observation of rabies under section 6-127, or other administrative procedures, impounded animals not claimed must be kept for not less than three (3) working days from date of impoundment. In calculating the length of this time period, the first working day after impoundment is considered day one. In cases deemed necessary by the Animal Care Services Manager and/or the Animal Care Services On-Site Veterinarian, or the Animal Care Services Supervisor, an impounded animal without microchip or registration may be immediately transferred to the care of an Animal Rescue Organization when space, adequate medical care, or other resources are unavailable.
- (c) Notification of owner. If, by registration or other means, the owner of an impounded animal can be identified, the animal care services division shall, as soon as practicable after impoundment, notify the owner in person or by telephone, if reasonably possible, advising that, if the impounded animal is not redeemed within five (5) working days, disposition will be made in accordance with this chapter.
- (d) Redemption. Impounded animals, excluding those impounded as prohibited animals, or an animal held for observation of rabies under section 6-127 or other administrative procedures, are subject to redemption, at the discretion of the animal care services manager. Impounded animals may be redeemed by anyone entitled to possession of the animals, at the discretion of the animal care services manager while the animals are in the city animal shelter after paying the appropriate fees as follows:
- (1) Impoundment fees. Impoundment fees are established in the fee schedule pursuant to section 6-15 of this chapter.

A waiver or partial waiver of an impoundment fee may be granted by the animal care services manager in cases involving exigent circumstances as determined by the animal care services manager.
 - (2) Boarding charge. A boarding charge established in the fee schedule pursuant to section 6-15 of this chapter is not to exceed the reasonable cost of boarding, feeding and caring for the animal for the period of impoundment. Boarding

charges apply to redemption of impounded animals and are not applicable to adoption of animals.

(3) Rabies vaccination charge. All charges for rabies vaccination if required.

(4) Registration charge. City registration charge, if applicable.

(e) Redemption—Special circumstances.

(1) In case any animal that is impounded is sought to be redeemed and is suffering from any disease or ailment, it may not be released until the animal care services manager is satisfied that arrangements looking to its proper treatment are assured.

(2) Animals impounded for rabies observation are subject to redemption if the animal has satisfied the required length of observation and is determined to be free from rabies as verified by the animal care services manager or designee.

(f) Mandatory spay/neuter of dogs following impoundment.

(1) The owner or keeper shall keep the animal restrained at all times (except cats as described by section 6-102) and ensure that the animal is not at large. Dogs found to be at large shall be subject to mandatory sterilization at the owner's expense within thirty (30) days of notification of the violation.

(2) Exemption made by animal care services manager. The animal care services manager is authorized to exempt an owner from the requirements of this section if the owner proves to the satisfaction of the animal care services manager that the animal:

a. Was a member of a national breed club, local breed club, local all-breed club, sporting or hunting club, or was regularly shown during the six-month period immediately preceding impoundment,

b. Was at large due to a natural disaster,

c. Was at large due to the criminal or negligent acts of a third party, or

d. Displays no characteristics indicating aggressiveness and has a potential market value as a breeding animal.

The denial of a requested exemption pursuant to this subsection (f)(2) by the animal care services manager may be appealed by the owner of the animal by giving signed, written notice of such appeal and the grounds therefor to the neighborhood services director within ten (10) calendar days after issuance of the denial. The determination by the neighborhood services director of said appeal shall be final.

(3) Certification of spay/neuter procedure. The owner is required by this section to spay or neuter their animal shall submit certification signed by a licensed veterinarian that the procedure was performed no later than the fortieth day following the notification of violation to animal care services.

- (4) Offenses. A person commits an offense if the person is required by this section to spay or neuter their animal and fails to provide certification to animal care services of the procedure.
- (5) Affirmative defense. In a prosecution for a violation of subsection (f)(4), it is an affirmative defense that at the time of the animal's impoundment:
 - a. The owner of the dog was a member of a national breed club, local breed club, local all-breed club, sporting or hunting club, or was regularly shown during the six-month period immediately preceding impoundment.
 - b. The animal was at large due to a vis major.
 - c. The animal was at large at the time of its impoundment due to the criminal or negligent acts of a third party who was not residing at the dog owner's residence. At trial, evidence of a fire or the criminal or negligent acts of a third party may be presented in one (1) or more of the following manners:
 - 1. A certified copy of a police or fire report verifying the incident;
 - 2. The affidavit of police or fire personnel with direct knowledge of the incident; or
 - 3. The testimony of police or fire personnel with direct knowledge of the incident.
- (6) Nothing in this subsection may be construed so as to permit a spayed or neutered dog to run at large.

(g) Disposition of animals.

- (1) Immediately upon impoundment, the city is the designated caretaker of impounded animals. Except as provided in subsections (c) and (j) of this section, and certain livestock as provided for in this paragraph, impounded animals not redeemed by their owner within three (3) working days following impoundment become the property of the city and may be placed for adoption in a suitable home or with any nonprofit association organized for the protection and welfare of animals, sold under section 17-6 of the Code of Ordinances, or humanely euthanized. Prior to the disposition of any livestock excluding goats and sheep, notice must be posted for a ten-day period at the county courthouse, City Hall, and the city animal shelter upon the expiration of three (3) working days from the date of impoundment of the livestock. Upon the expiration of the ten-day notice period, the city may dispose of the livestock in the same manner as other unclaimed animals.
- (2) The expiration of the three (3) working days period upon impoundment and the notice of and expiration of the ten-day period with respect to livestock does not apply to the disposition of any animal placed in impoundment by the written consent of the animal's owner and the acceptance of the animal by the animal care services manager. Any animal received by the consent of its owner may be disposed of immediately upon its impoundment in the same manner as unclaimed animals.

- (3) In the case of a dog impounded under authority of V.T.C.A., Health and Safety Code ch. 822, as it may be amended, or other state law, the dog may be redeemed upon the court's finding and rendering a judgment that the dog did not engage in dangerous conduct and upon the conclusion of any proceeding provided for in this chapter; or upon the court's finding that the dog did engage in dangerous conduct, that the claimant of the dog shows proof of having fully complied with all insurance and restraint requirements provided by state law, and meets all requirements of this chapter that pertain to the keeping of a dangerous dog.
- (4) Due to their immature immune system, any impounded animal under four (4) months of age shall immediately become the property of the city, for humane disposition, and may be offered for adoption, rescue, foster care or humanely euthanized at the discretion of the animal care service manager, veterinarian, or their designee.
- (h) Adoption of unclaimed animal. A person may adopt an unclaimed animal after the expiration of the redemption period and after paying any applicable rabies vaccination fees, registration fees, spay/neuter fees, and adoption fees established in the fee schedule pursuant to section 6-15 of this chapter. A person adopting an unclaimed animal must sign an agreement to have the animal sterilized within thirty (30) days of adoption, in compliance with V.T.C.A., Health and Safety Code ch. 828, if the animal is unsterilized at the time of adoption. All adoptions and approval of applications for adoption are at the discretion of the animal care services manager.
- (i) Compliance required for release. No impounded dog or cat may be released until the person to whom the dog or cat is to be released agrees and meets all regulations promulgated by the animal care services manager.
- (j) Euthanasia. The animal care services manager, a licensed veterinarian, or the animal care services manager's designee may direct the immediate euthanization of any animal determined to be seriously injured or diseased under the rules, guidelines, or procedures established by the animal care services manager. Impounded animals not redeemed or adopted as provided for in this section must be humanely euthanized at the city animal shelter under the direction a person trained and certified in human euthanasia as outlined in the Texas Health and Safety Code. The carcasses must be disposed of as directed by the animal care services manager.
- (k) Records. The animal care services manager shall cause to be maintained a record describing each identifiable animal impounded within the preceding two (2) years. In the case of registered dogs and cats, the registration number and the name of the person to whom it was issued must be noted. In the case of each identifiable animal, it must be noted how the impounded animal was disposed of, giving the names and addresses of persons to whom the animal was delivered, and the fees and charges received from the persons.
- (l) Citation. In addition to, or in lieu of, impounding an animal under this section, an animal care services officer or any police officer may issue to the owner of the animal a citation for a violation of this chapter.

Sec. 6-126. Rabies impoundment and quarantine.

- (a) Any veterinarian or person having knowledge of an animal having bitten, scratched or injured a person, within the city shall report the incident to animal care services who is also the local rabies control authority immediately.
- (b) Any veterinarian or other person having knowledge of an animal diagnosed as having any reportable zoonotic disease shall report same to the animal care services manager within five (5) days.
- (c) The owner of such diseased or biting or scratching animal who learns of such incident shall immediately give his name and address together with the animal's registered microchip information and date of last rabies vaccination to the person bitten or injured or to a parent or guardian of such person who is under the age of eighteen (18) years. The owner or keeper shall notify the department within twenty-four (24) hours of his name; the animal's registered microchip information; the name of the injured person; and other information requested by the department related to the animal and injured party.

The owner or keeper of the diseased or biting or scratching animal shall contact animal care services within twenty-four (24) hours upon receipt or notification from animal care services, The animal care services manager or any appointed animal care officer shall seize and impound any animal for rabies observation upon the sworn affidavit of any person with knowledge that the animal has bitten or scratched a person. A search and seizure warrant shall be obtained from any municipal court judge or other magistrate to enter onto private property to search for the biting or scratching animal if permission to enter is not given.

- (1) The owner or keeper of any animal within the city which has bitten or scratched a person so as to have caused a break of the skin shall, on demand of the animal care services manager or any animal care officer, immediately surrender such animal to the animal care services facility, or other approved rabies quarantine facility for observation for a period lasting not more than ten (10) days after the date of the incident, subject to the provisions of subsection (b).
- (2) The owner of any animal that has bitten or scratched any person shall be allowed to assume personal responsibility for confining the animal for the observation period of ten (10) days, only under the following circumstances:
 - a. Secure facilities must be available at the home of the animal's owner, and must be approved by the animal care services manager;
 - b. The animal was currently vaccinated against rabies when the exposure incident occurred;
 - c. The animal was not in violation of any laws or ordinances at the time of the bite; and
 - d. The animal care services manager, city veterinarian or a licensed veterinarian must observe the animal at least on the first and last days of

the quarantine period. If the animal becomes ill during the observation period, the animal care services manager must be notified by the person having possession of the animal. At the end of the observation period, if conducted away from ACS, the release from quarantine must be accomplished in writing by the veterinarian who will attest to the health of the animal. If the animal is quarantined at ACS, the city veterinarian, local rabies control authority or designee may issue the release in writing, attesting to the health of the animal.

- (3) If an animal is believed to have rabies or has been bitten by an animal suspected of having rabies, such animal shall be quarantined for observation by a veterinarian for the appropriate period as required by state law.
 - (4) Violation of the observation confinement of the biting animal as provided in subsection (b) shall be just cause for seizure and confinement of the animal in the animal care services facility of the city.
 - (5) All wild animals involved in exposure incidents including biting, scratching or any other direct exposure by physical contact will be humanely euthanized in such a manner that the brain is not mutilated. The brain shall be submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis.
- (d) *Investigation of cases.* The animal care services manager or designee shall investigate and record all cases of rabies and suspected rabies.
 - (e) *Disposition of bodies of quarantined animals.* The body of any animal that has died of rabies or that dies or is destroyed while in quarantine may not be disposed of except as directed by the animal care services manager.
 - (f) *Payment of costs.* The owner of an animal quarantined under this section shall pay to the animal care services division the reasonable costs of the quarantine and disposition of the animal, including charges for preparation, processing, and shipment of the animal's head or brain, if required, to the nearest Texas Department of State Health Services Laboratory for testing. The fee for preparation, processing, and shipment, by the animal care services division, of the animal's head or brain is established in the fee schedule pursuant to section 6-15 of this chapter.