

**ORDINANCE NO. 2011-3511**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS, TITLE IX GENERAL REGULATIONS, CHAPTER 91 ANIMALS, §91.01 DEFINITIONS, BY ADDING AND DEFINING APPLICABLE TERMS IN THIS AND FUTURE AMENDMENTS TO CHAPTER 91; ADDING §91.29.001 IMPOUNDING ANIMALS CREATING ANIMAL NUISANCE, §91.29.002 IMPOUNDING ABANDONED OR UNRESTRAINED ANIMALS, §91.29.003 IMPOUNDING PROCEDURES, §91.29.004 RETURN OF CAPTURED ANIMALS TO OWNER, §91.29.005 NOTIFYING OWNER OF IMPOUNDED ANIMAL, §91.29.006 MINIMUM TIME ANIMALS IMPOUNDED: EUTHANASIA AUTHORIZED, §91.29.007 UNCLAIMED ANIMALS, §91.29.008 CHARGES FOR RECLAIMING, ADOPTING IMPOUNDED ANIMALS; LIABILITY OF CLAIMANT. §91.29.009 LIABILITY OF OWNERS OF IMPOUNDED ANIMALS, §91.29.010 ABATEMENT OF ANIMAL NUISANCE COMPLAINT AND CITATION; SUMMARY STATEMENT. §91.29.011 ENFORCEMENT; INTERFERENCE WITH ANIMAL CONTROL OFFICER, POLICE §91.36 ANIMAL CARE SERVICES FACILITY ESTABLISHMENT AND MAINTENANCE, CARE OF ANIMALS, EUTHANASIA SERVICE, §91.36.001 ADVISORY BOARD; CREATION, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 PER VIOLATION, IN ACCORDANCE WITH §91.99 PENALTY OF THE CODE OF ORDINANCES; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, Title IX General Regulations, Chapter 91 Animals Code of Ordinances of the City of Edinburg, Texas provides for regulation of animals within the city to the extent authorized by law; and,

**WHEREAS**, in order to protect the health, safety and welfare of its citizens, the City Council of the City of Edinburg desires to adopt and clarify provisions addressing the manner in which to address impoundment of animals creating animal nuisance, notification of owners, charges for reclaiming and/or adopting unclaimed animals, enforcement procedures, etc., in the City of Edinburg.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AS FOLLOWS:**

**SECTION I. AUTHORITY OF LAW.** All requirements of law have been met in the

passing of this Ordinance.

**SECTION II.** The Code of Ordinances of the City of Edinburg, **TITLE IX. GENERAL REGULATIONS, CHAPTER 91 ANIMALS, § 91.01 DEFINITIONS.**, is hereby amended and shall read in its entirety as follows:

**§ 91.01 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*At Large*, Means not under the control of the owner either by a leash, chain, cord or other suitable material attached to a collar or harness; not restrained securely within an enclosure or fence; or in the case of dogs, not under such personal presence and attention as will reasonably control the actions and conduct of such dog.

*Abandoned Animal*, Means an animal abandoned, while in the person's custody without making reasonable arrangements for assumption of custody by another person.

*Altered*, Means spayed or neutered.

*Animal*, Means any living vertebrate or invertebrate, domestic or wild, not including man.

*Animal Care Services facility*, Means a facility operated by the city for the impoundment, care, disposition and or adoption of animals.

*Animal Control Officer*, Means a person designated by the State or City, who is qualified to perform such duties under the laws of this state and ordinances of the city.

*Animal licensing*, Means the assignment by the Police Chief, or designee, of a number to each animal for whom the appropriate fee has been paid and who has been vaccinated with anti-rabies vaccine.

*Animal Nuisance*, Means a public nuisance created within the city in violation of section 91.09.002

*Cat*, Means either male or female of the feline species, whether altered or not.

*Cat Colony*, Means a colony of free-roaming (homeless, stray, wild or untamed) cats that has been registered with the department and is maintained by a colony caretaker (who provides food, water and shelter) using trap, neuter and return methodology.

*Commercial Boarding Kennel*, Means any place other than a veterinary hospital where the property owner, tenant, or occupant keeps or allows others to keep or board any domestic animal for a fee, donation or non-monetary reward.

*Competition Animal*, Means a cat or dog that is of a breed recognized by and registered with an

approved breed registry approved by the Chief of Police and shows or competes in animal shows or other competition events sponsored by an approved breed registry.

**Choker Collar**, Means a length of chain or nylon cord or rope with rings at either end such that the collar can be formed into a loop around the animal's neck that slips (adjusts) tighter when pulled and slips looser when tension is released.

**City**, Means the City of Edinburg, Texas.

**Confine**, Means to restrict or secure an un-tethered animal to a building, structure or other enclosure from which reasonably it can not escape.

**Designee**, Means when referenced to the Chief of Police, any person or entity authorized to exercise any authority assigned to the Chief of Police under this chapter/section, which may include any regional entity and any veterinarian.

**Department**, Means the Edinburg Police Department.

**Dog**, Means any member of *Canis familiaris* or any combination of *Canis familiaris* and other canine species including both genders Any canine animal, male or female, whether altered or not.

**Domestic Dog**, Means a member of *Canis familiaris* which is not a hybrid of *Canis familiaris* and another canine species.

**Domestic Cat**, Means any member of *Felis domesticus*.

**Domestic Animal**, Means any animal which is not prohibited, and commonly kept as pets at the owner's residence, including but not limited to domestic cats and dogs, domestic ferrets, rabbits, and domestic fowl.

**Domestic Fowl**, Means Any chicken, duck, turkey, goose, pigeon and guinea, of any class whatever, and the young of any such fowl.

**Enclosure**, Means for purposes of dangerous dogs, a house or a building, or in the case of a fence or a structure/pen, the fence or structure/pen must also have minimum dimensions of five (5) feet by ten (10) feet. The fence or structure/pen must form an enclosure suitable to prevent entry of young children and must be locked and secured such that an animal cannot climb, dig, jump or otherwise escape of its own volition. The enclosure shall be securely locked at all times. The structure/pen must have secure sides to prevent the dangerous animal from escaping from the enclosure. The structure/pen shall provide protection from the elements for the dangerous animal. The Chief of Police or designee shall have the right to require that the fence be higher than six (6) feet or require a secure top and/or bottom be added to the structure/pen if the need is demonstrated. These additional requirements shall be based upon the type of animal to be kept in this enclosure and its anticipated ability to escape.

**Feral animal,** Means any animal that is wild, untamed, or has no ascertainable owner. It shall be rebuttably presumed that a cat or dog not bearing a current license tag as required by sections 91.02.001, has no ascertainable owner and is a feral cat or dog.

**Grooming Shop,** Means a commercial establishment (structure or vehicle) where animals are bathed, clipped, plucked or otherwise groomed.

**Impound,** Means the placing of an animal in the city's animal care services facility, or, the taking into custody of an animal for purposes of transportation to the city's animal care services facility.

**Intact,** Means not spayed or neutered.

**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 any permanent or temporary enclosure erected or suitable for the purpose of confining a dog, including premises owned or leased by the owner or person consenting to the dog's presence therein.

**License Tag,** Means a metal tag of the design prescribed by the Chief of Police and bearing the city's animal license number.

**Livestock,** Means any cattle, horse, ass, mule, sheep, swine, rabbit, or goat, of any class whatever, or the young of any such animal.

**Non-Domestic animal,** Means and includes all animals other than domestic cats and dogs, domestic ferrets, livestock, rabbits and domestic fowl.

**Owner,** Means any person owning or having care, custody, possession or control of an animal. Persons caring for an animal at the specific request of an owner are not included in the definition of owner, but are required to keep the animal in compliance with this Code.

**Owner's Premises,** Means any lot, tract or parcel of land, whether or not under common ownership, including all buildings thereon and appurtenances, which are owned or leased by an owner, as well as any vehicle, travel trailer, or motor home owned or leased by an owner.

**Performing animal exhibition,** Means any spectacle, display, act or event, other than circuses and rodeos, in which performing animals are used.

**Pet,** Means any domestic animal kept for any reason other than utility. Wild animals are not pets.

**Pet Shop,** Means any place where pets are sheltered, enclosed or grouped for wholesale or retail sale.

**Puppy,** Means any member of *Canis familiaris* and other canine species including both genders four (4) months of age or under.

**Quarantine,** Means the detention or isolation of an animal suspected of carrying an infectious or contagious disease.

**Prohibited Animals,** Means:

- (1) Any ape or other non-human primate;
- (2) Any member of the genus *Canis* including wolf, hybrid wolf, coyote, jackal or fox, and similar species except *Canis familiaris*;
- (3) Any member of the genus *Felis* including leopard, lion, panther, tiger, lynx, bobcat, cheetah, ocelot, margay, jaguarundi, and any similar species except *Felis domesticus*;
- (4) Mustelids; other than the domestic ferret (*Mustela putorius furo*);
- (5) Skunk;
- (6) Any poisonous reptile or venomous species except bees;
- (7) Crocodile, alligator, caiman or related species;
- (8) Miniature Vietnamese pot-bellied pig;
- (9) Ostrich or any other Ratites;
- (10) Bear; and
- (11) All other mammals that live in a natural state of undomesticated freedom including the opossum, raccoon, armadillo and squirrel.

**Rabies Vaccination,** Means a protective inoculation by a licensed veterinarian with a rabies vaccine recognized and approved by the United States Department of Agriculture given in an amount sufficient to provide an immunity that satisfies the requirement of state law.

**Restraint,** Means a situation whereby an animal is secured by a tether, a leash or a lead, or is confined within the real property of its owner.

**Responsible Person,** Means a person to whose commands an animal in question is obedient, and who is capable of controlling the animal if the animal should fail to obey such commands.

**Run at large.** Means to be free of physical restraint beyond the boundaries of the owner's premises. When controlled by leash held by a competent person a dog shall not be deemed to be running at large. Fixed length leashes shall not exceed 12 feet in length. Retractable leashes shall be lockable at six feet and shall not exceed 25 feet in total length. A dog that is free of physical restraints within the confines of animal park and in compliance with park regulations shall not be deemed to be running at large.

**Severe Injury,** Means any physical injury that results in death, broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

**Shelter,** Means a structure with a roof and three (3) sides and a fourth side allowing access that is protected from the elements and a floor that is elevated enough to keep the shelter dry.

**Stray,** Means an animal at large and without ascertainable owner. It is rebuttably presumed that a

cat or dog not bearing a current license tag as required by sections 91.02.001 has no ascertainable owner.

**Temporary owner,** Means an individual who finds a stray animal, has the animal for fewer than thirty (30) days and attempts to find the true owner of the animal. When the owner cannot be found, a temporary owner then will find a new home for the animal.

**Trap, neuter and return (TNR) Program,** Means a non-lethal, humane alternative to deal with the stray cats which are captured, altered and returned back to their location in order to encourage the stabilization of the free-roaming cat population in the city.

**Trapped animal,** Means an animal caught or taken in, as if in a trap or snare by skill, craft or trickery.

**Unprovoked Animal Attack,** Means an attack by an animal that was not hit, kicked or struck by a person with any object or body part nor was any part of the animal's body pulled, pinched or squeezed by the person or animal that was attacked.

**Vaccination certificate,** Means a document showing on its face that the animal described thereon has received a current inoculation of rabies vaccine in an amount sufficient to produce an immunity that satisfies the requirement of state law, inscribed with the date of the inoculation, the duration of immunity approved for that vaccine, the name and address of the animal's owner, all other information required by state law and signed by a licensed veterinarian.

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

**Wild Animal,** Means any mammal, amphibian, reptile or fowl which commonly exist in a natural unconfined state and is usually not domesticated, and any animal of a species that is wild by nature and dangerous to human beings, and specifically including, without limitation or intention to be exhaustive: lions, tigers, panthers, bears, wolves, non-domesticated primates, elephants, all forms of poisonous reptiles and snakes of a constricting type.

**SECTION III. TITLE IX. GENERAL REGULATIONS,** of the Code of Ordinances of the City of Edinburg, **CHAPTER 91 ANIMALS,** is hereby amended by adding **§91.29.001** through **§91.29.011,** which sections shall read in their entirety as follows:

**§91.29.001 IMPOUNDING ANIMALS CREATING ANIMAL NUISANCE**

The animal warden, deputies, or city police officers shall have the power to impound animals which create an animal nuisance for the purpose of abating the nuisance as follows:

- (a) On public property, in all cases;
- (b) On private property, if:
  1. The consent of the resident or property owner is obtained;
  2. The officer reasonably believes there is immediate and imminent danger or peril to the public if the animal in question is not impounded; or
  3. Authorized by appropriate courts of law.

### **§91.29.002 IMPOUNDING ABANDONED OR UNRESTRAINED ANIMALS**

The animal warden, deputies, or city police officer(s) may order the seizure and impoundment of any abandoned animal as defined in this chapter. Disposition of said seized and impounded abandoned animals shall be in accordance with sections 91.29.005, 91.29.006, and 91.29.007. Any trap, neuter and return (TNR) program that has been registered with the department shall not constitute a violation of this section.

The animal warden, deputies, or city police officer(s) shall have the power to impound unrestrained animals for the purpose of abating the nuisance as follows:

- (1) On public property, in all cases;
- (2) On private property, if the consent of the resident or property owner is obtained;
- (3) On private property, in all cases except fenced rear yards of residences, if the officer reasonably believes that the animal will run at large if not impounded

### **§91.29.003 IMPOUNDING PROCEDURES**

The animal warden, deputies, or city police officer(s) pursuant to sections 91.29.001 or 91.29.002 to abate a nuisance, shall, prior to impounding an animal, leave notice at the residence of the premises where the unrestrained animal was found stating the kind and type of animal seized, the place where the animal is to be impounded, the hours when it may be reclaimed by the owner and the length of time it is to be held; provided the animal warden, deputies, or city police officers shall:

- (1) Release the animal to the owner, if the animal was found unrestrained on the owner's premises and the owner agrees to restrain the animal in the future, or
- (2) Release the animal to the owner if the animal was found unrestrained outside the owner's premises, but the owner readily presents himself and agrees to restrain the animal in the future.

### **§91.29.004 RETURN OF CAPTURED ANIMAL TO OWNER**

In addition to the issuance of a citation, the animal warden, deputies or city police officer(s) may return an animal found at large to the known owner in lieu of impounding the animal.

The owner may redeem an impounded animal during normal business hours by paying the impoundment fee, sterilization fees if any, boarding fees, and the pre-release rabies vaccination fee if required by law for the subject species and proof of valid current vaccination cannot be produced.

On the first impound, of an intact dog found at large, the department shall require the owner to enter into an agreement to sterilize the dog before releasing it back to its owner, unless the owner possesses or obtains a valid intact dog license for the dog. If an owner enters into a sterilization agreement, the owner shall provide proof of sterilization of the dog to the department within thirty (30) days from the date of the agreement.

On the second impound of a dog found at large, the intact dog license shall be revoked if applicable, and the owner shall agree to sterilize the dog, unless the dog qualifies for a certified medical exception from a city veterinarian, the dog is an exhibition or competition dog, or the

dog is a police or military service dog. Owners of exhibition or competition dogs and police or military service dogs shall provide proof to the Chief of Police or designee. Under the sterilization agreement, the owner shall provide proof of sterilization of the dog to the department within thirty (30) days from the date of the agreement.

On the second impound of an intact cat found at large, the department shall sterilize the cat prior to releasing it back to its owner at the owner's expense, or require the owner of an intact cat to enter into an agreement to sterilize the cat before releasing it back to its owner, unless the cat qualifies for a certified medical exception from a city veterinarian, or the cat is an exhibition or competition cat. Owners of exhibition or competition cats shall provide proof to the Chief of Police or designee. If an owner enters into a sterilization agreement, the owner shall provide proof of sterilization of the cat to the department within thirty (30) days from the date of the agreement.

#### **§91.29.005 NOTIFYING OWNER OF IMPOUNDED ANIMAL**

If the owner of an impounded animal can be identified, the animal warden, deputies or city police officer shall upon impoundment notify the owner at the address stated on the records of the department.

#### **§91.29.006 MINIMUM TIME ANIMALS IMPOUNDED; EUTHANASIA AUTHORIZED**

Impounded dogs and cats shall be kept for not fewer than six (6) days, excluding the day the animal is impounded and any days the animal care services facility is not opened, and shall be subject to adoption, rescue, foster or humanely euthanized at the discretion of the Chief of Police thereafter. In the case of owned animals, the city may dispose of any unclaimed animal before this six-day period if the owner releases ownership of the animal to the city. If any impounded animal is determined by a licensed veterinarian or designee to be suffering from disease or injury such that the animal is in pain or is beyond reasonable medical help, the animal may be euthanized immediately. In such a case, holding times otherwise specified in this Code will not apply. Due to their immature immune system, any abandoned animal under four (4) months of age shall immediately become the property of the city, for humane disposition, and may be offered for adoption or humanely euthanized at the discretion of the Chief of Police.

#### **§91.29.007 UNCLAIMED ANIMALS**

Any animal not claimed by its owner within the above stated six (6) days shall become the property of the city, and shall be subject to adoption, rescue, foster or humanely euthanized at the discretion of the Chief of Police. The selection of an animal for adoption or rescue during the reclamation period or thereafter shall not confer any ownership right or right of possession to the animal.

The Chief of Police may sell unclaimed livestock found running free of restraint by public auction to the highest bidder for cash after notice of the auction is posted on a public bulletin board where other public notices are posted for the city.

#### **§91.29.008 CHARGES FOR RECLAIMING, ADOPTING IMPOUNDED ANIMALS; LIABILITY OF CLAIMANT**

Any owner reclaiming an impounded animal shall, before the animal will be released to him, pay

impoundment and boarding fees. The Chief of Police is authorized to reduce or waive impoundment and/or boarding fees.

No animal shall be released from the animal care facility or the Palm Valley Animal shelter, without the owner presenting proof that the animal has had a rabies vaccination in compliance with the requirements of state law. An owner of any dog or cat who cannot provide proof of said rabies vaccination shall be subject to a deposit and must enter into an agreement with the city guaranteeing rabies vaccination of each dog or cat. Such agreement may include but is not limited to:

- (a) The city securing services by a licensed veterinarian for the rabies vaccination and all cost associated with the vaccination being prepaid by the owner, along with all boarding fees, impoundment fees and proper required city licenses and permits.

Any citizen reclaiming or adopting any animal under the provisions of this section shall be liable for any applicable fees.

All animals adopted from the animal care facility shall be spayed or neutered within thirty (30) days unless this procedure has already been accomplished. Persons adopting animals from the animal care facility shall pay the applicable fees for adopting a dog or cat. As an incentive for the adoption of animals, the Chief of Police is authorized to advertise and reduce or waive adoption fees. A deposit will be collected for each pet adopted that has not yet been spayed or neutered. This deposit will be returned upon application and presentment of a valid spay/neuter certificate.

The city animal care facility is authorized to accept animals for humane disposition from individuals who reside in the city.

The department shall refund fees paid by persons who adopted an animal that dies within two (2) weeks of adoption due to apparent congenital illness or communicable disease that could have been contracted by the animal prior to adoption. Adoption fees shall be refunded as long as the terms of the adoption contract were followed.

At the time animals are reclaimed from the animal care facility they will be identified by the implantation of a microchip so the animal, if ever lost or stolen, can be returned to its owner. If an animal that is impounded is sterilized, currently vaccinated for rabies and licensed. The department will not charge an impound fee for the first impound only. The animal must be reclaimed within the time limits in section 91.29.006. The initial impound will count as a first impound in assessing fees for any future impounds.

The first impound free policy applies toward each residence.

Impoundment Fees/Licenses:

Dogs and Cats

1st Occurrence	\$ 50.00 plus vaccinations
2nd Occurrence	\$100.00 plus vaccinations
3rd Occurrence	\$150.00 plus vaccinations
4th Occurrence	\$200.00 plus vaccinations

Boarding	\$20.00 / day
Intact Animal License	\$50.00 for one year

**§91.29.009 LIABILITY OF OWNERS OF IMPOUNDED ANIMALS**

The owner of an animal impounded remains subject to prosecution for violation of this chapter regardless of reclamation or non-reclamation.

The owner of an impounded animal remains liable for the fees incident to impoundment, regardless of reclamation of the animal or non-reclamation.

**§91.29.010 ABATEMENT OF ANIMAL NUISANCE, COMPLAINT AND CITATION; SUMMARY STATEMENT**

Any person may, upon presentation of a duly executed affidavit stating the existence of an animal nuisance, as defined in this chapter, and identifying the name and address of the owner or owners of such animal may request the city prosecutor to file a complaint in municipal court against the owner or owners of such animal under the provisions of this chapter. The filing of a complaint by the person will result in the issuance of a court summons to the owner or owners of the animal in question.

The animal warden, deputies or city police officer may issue the owner or owners of animals creating an animal nuisance, as defined in this chapter, a citation to appear in municipal court to answer the offense charged.

**§91.29.011 ENFORCEMENT; INTERFERENCE WITH ANIMAL WARDEN, DEPUTIES OR CITY POLICE OFFICERS**

The provisions of this chapter shall be enforced by the Chief of Police, designated agents and the police department. It shall be a violation of this chapter to interfere with an animal warden, warden deputies, or city police officer(s) in the performance of duties.

Interference is presumed when the owner, keeper, or possessor of an animal in noncompliance refuses to surrender the animal on demand to the animal control or police officers, provided that the demand is in accordance with the provisions of this chapter.

It shall be unlawful for a person to make a false complaint or report of an alleged violation under this chapter.

**SECTION IV. TITLE IX. GENERAL REGULATIONS**, of the Code of Ordinances of the City of Edinburg, **CHAPTER 91 ANIMALS, §91.36 ANIMAL CARE SERVICES FACILITY ESTABLISHMENT AND MAINTENANCE; CARE OF ANIMALS; AND EUTHANASIA SERVICE**, is hereby amended and shall read in its entirety as follows:

**§91.36 ANIMAL CARE SERVICES FACILITY AND MAINTENANCE; CARE OF ANIMALS; AND EUTHANASIA SERVICE.**

There shall be erected and maintained, under the supervision of the Chief of Police, a suitable

building and kennels, to be known as the animal care services facility, for the confinement of all animals seized, impounded or surrendered pursuant to the provisions of this chapter. The animal care services facility shall be kept in a sanitary condition, and all animals taken up and impounded therein shall be properly fed and provided water. All animals shall be treated in a humane manner while under the custody of the department.

Upon payment of the applicable fee, if any, the animal care services facility will provide euthanasia of dogs, cats, and other small animals upon the signed request of an owner who resides within the city.

The sale of live animals from the animal care services facility for research and pound seizures is prohibited.

The owner of an animal impounded remains subject to prosecution for violation of this chapter regardless of reclamation or non-reclamation.

The owner of an impounded animal remains liable for the fees incident to impoundment, regardless of reclamation of the animal or non-reclamation.

**§91.36.001 ADVISORY BAORD; CREATION, COMPOSITION; TERM OF SERVICE**

There is hereby created the animal care services advisory board, which shall consist of five (5) members. Three (3) of the members of this board shall be appointed by the city council, the remaining two (2) members will be appointed by the Chief of Police, but must be composed of by persons specified in sub-section (a) of this section.

- (a) The animal care services advisory board shall include among its membership at least one (1) licensed veterinarian; one (1) city official; one (1) person whose duties include the daily operation of an animal shelter; and one (1) representative from an animal welfare organization.

The animal care services advisory board shall meet at least three (3) times a year.

**SECTION IV. REPEALER CLAUSE:** This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

**SECTION V. SAVINGS CLAUSE:** If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

**SECTION VI. PENALTY CLAUSE:** Each violation of any of the provisions of this Ordinance shall constitute a separate offense and shall, upon conviction thereof, be punishable

by a fine not to exceed \$2,000 per violation, in accordance with §91.99 Penalty of the Code of Ordinances of the City of Edinburg.

**SECTION VII. PUBLICATION AND EFFECTIVE DATE:** This Ordinance shall take effect October 01, 2011 and be published according to law.

**SECTION VIII. CODIFICATION:** The provisions of Sections II through IV of this Ordinance shall be published in the appropriate sections of TITLE IX. GENERAL REGULATIONS, CHAPTER 91 ANIMALS of the Code of Ordinances of the City of Edinburg, Texas, as soon as practicable.

**SECTION IX. WAIVER CLAUSE:** The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED and APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 19th day of July, 2011.

**CITY OF EDINBURG**

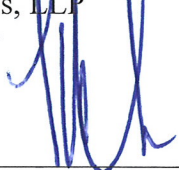
By:   
Richard H. Garcia, Mayor

**ATTEST:**

By:   
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

Gonzalez Palacios, LLP  
Attorneys at Law

By:   
City Attorney

