

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, AMENDING CHAPTER 90 ANIMAL WELFARE ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, CODE OF ORDINANCES, APPROVING ELECTIVE REIMBURSEMENT FEES TO BE CHARGED BY ANIMAL WELFARE SERVICES, AS AUTHORIZED BY STATE STATUTE; REPEALING ALL ORDINANCES TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville (“City”) is a Texas Home Rule Municipality, operating under the laws of the State of Texas; and

WHEREAS, under the authority of Home Rule Charter of the City of Pflugerville, the City hereby adopts the surrendered animal fees as provided for herein; and

WHEREAS, The City Council finds and determines that the fees adopted herein are authorized under statute and comport with current federal, state and local law And that the City has the legal authority to collect all said fees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. The City amends *Chapter 90 Animal Welfare Service Ordinance* of the Code of Ordinances of the City of Pflugerville, Texas as amended (the “Code”) as provided below with strikethroughs being deletions from the Code and underlines being additions to the Code.

§ 90.02 DEFINITIONS

OWNER SURRENDER When a Pflugerville resident gives their pet to the P.A.W.S. shelter because they no longer wish to provide its care. An appointment must be made to check temperament and health of the animal and to schedule the giving of the animal to the shelter based on current capacity and space availability. Not every animal brought for surrender will be accepted by the shelter. This determination will be made at the discretion of the Director of Animal Welfare Services or their designee in accordance with the rules of this chapter and § 90.100 (B).

ARTICLE IV ENFORCEMENT; AUTHORITY TO SEIZE; OWNER SURRENDER; GENERAL FEES

§ 90.17 OWNER SURRENDER

- (A) When a City resident wishes to voluntarily surrender their pet to the shelter as defined in §90.02 OWNER SURRENDER, the resident is required to post their animal on the City's rehoming website in a good faith effort to rehome the animal.
- (B) Not all animals will be accepted by the shelter for surrender. This decision will be made at the discretion of the Director of Animal Welfare Services and their designees in accordance §90.100(B) and other factors such as shelter capacity, space availability, and any other reason deemed appropriate for consideration.
- (C) When a City resident has met all proper requirements and takes the appropriate steps to surrender their animal to the shelter as defined in §90.02 OWNER SURRENDER and subsection (A) of this section, the following fees shall apply:
- (1) Altered animal fee of \$75.00 per animal.
 - (2) Unaltered animal fee of \$150.00 (for cost of spay/neuter and adoption preparation as detailed in §90.32(C) and (E)(1)).
 - (3) High – risk animal (temperament with other dogs or health issue) of \$150.00.

§ 90.100 GENERAL FEES

(A) All fees for this chapter shall be reviewed, set, and included in the Master Fee Schedule, which is adopted by ordinance. The following is not intended to be an exhaustive listing of fees:

- (1) Implanting microchips in animals;
- (2) Adoption of animals;
- (3) Vaccination of animals;
- (4) Disposal of deceased animals;
- (5) Local rabies control authority incidents;
- (6) Livestock capture;
- (7) Impoundment
- (8) Charges for long distance telephone calls in connection with the administration of this chapter;
- (9) The cost of additional personnel and specialized equipment necessary during an animal's apprehension and impoundment;
- (10) Actual medical costs, including but not limited to veterinarian fees, vaccines, and other specialized care and equipment; and
- (11) Any other expenses incurred incidental to the impoundment of an animal hereunder.
- (12) Any and all fees associated with owner surrendered animals.

(B) The Director of Animal Welfare Services or their designee shall have the authority to reduce, refund, or waive fees under this chapter and decide on acceptance of an owner surrender.

(C) All fees and charges incurred under this section will be charged against and are the obligation of the owner of an impounded animal, regardless of the disposition of the animal. The Director of Animal Welfare Services has discretion to reduce or waive impoundment and/or boarding fees where the Director determines appropriate. A receipt for all fees paid under this chapter shall be furnished to the person paying.

(D) Except as otherwise specifically provided herein, the owner may not take possession of an impounded animal until the fees and charges incurred during the impoundment of the animal have been paid in full.

(E) All fees collected under this chapter shall be turned over to the Finance Department of the City.

SECTION 3. Cumulative and Repealer Clause. This ordinance shall be cumulative of all other ordinances of the City and shall not operate to repeal or affect any other ordinances of the City except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause. If any provision of the Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance and the associated fees will remain valid and the portions deemed illegal will be struck.

SECTION 5. Effective Date. This Ordinance will take effect upon its adoption by the City and publication of the caption hereof in accordance with Section 3.15(d) of the City Charter.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF PFLUGERVILLE, TEXAS

by:

VICTOR GONZALES, Mayor

ATTEST:

TRISTA EVANS, City Secretary

APPROVED AS TO FORM:

CHARLES E. ZECH, City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.