

ORDINANCE NO. 09-03

AN ORDINANCE AMENDING ORDINANCE 04-01 REGULATING THE KEEPING
AND CONTROL OF COMPANION/DOMESTIC ANIMALS IN THE CITY OF
GREENWOOD, ARKANSAS, AND FOR OTHER PURPOSES.

WHEREAS, The City of Greenwood has determined that there is a need to revamp and update its animal control Ordinances; and

NOW THEREFORE, be it ordained that:

Definitions

Altered Animal means an animal that has been spayed or neutered.

Animal means any living, dumb creature.

Animal Control Officer means any person employed by the Enforcement Agency to investigate and enforce this ordinance or any law enforcement officer employed by the City of Greenwood or the State of Arkansas to assist in the enforcement of this ordinance.

Attack means to bite, scratch, and chase or to approach in a menacing fashion.

Bite means a penetration of skin with teeth and with blood appearing in the wound.

Companion Animal means any animal that lives with and about the habitat of a human and that is dependent upon that human for its survival.

Domestic Animal means an animal subject to rabies vaccination mandate, which is a dog, cat or ferret.

Domestic Animal Sales Permit means a permit issued by the city that allows a person or persons to engage in selling street side domestic animal within the city limits in designated areas identified by the city.

Cat means a domestic cat, felis cats.

Dog means a domestic dog, canis family

Ferret means a domestic ferret. Mustela putonus fiuro

Feral Cat means any cat that is born wild or has reverted to the wild and that is unsocialized, untamed, or unable to be approached or handled.

Dangerous Dog means any dog that has been declared dangerous as a result of investigation by the Enforcement Agency acting alone or in consent with public health or public safety agencies because the dog has aggressively bitten, attacked, endangered or inflicted severe injury or death of a human being whether on public or private property; or has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting or has when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds and schools in a menacing fashion or apparent attitude of attack, or has repeatedly injured or killed other companion/domestic animals. Dogs trained to serve in public safety agencies, dogs protecting or defending a human being, or mother dogs in protection of their puppies, or dogs that have been teased, tormented, abused or assaulted by persons, or dogs whose victims are perpetrators of a criminal act are exempt from this definition.

Enforcement Agency means the agency appointed by or contracted with the City Council to provide the services and responsibilities of the enforcement of this ordinance.

Feral Cat Caregiver means any person who intentionally provides food, water or other forms of sustenance or care to a feral cat or feral cat colony.

Humane Euthanasia means an injection that causes immediate and painless death as defined by the Board of Veterinary Medicine and the Humane Society of the United States.

Humane Trap means a trap that captures animals alive and in a manner that does not injure the animals.

Intact Animal means any animal that has not been spayed or neutered.

Kennel means an establishment wherein any person engages in the business of boarding, breeding, buying, grooming, and letting for hire, training for a fee, or selling dogs or other animals. Kennels are only allowed in a zone authorized by the zoning ordinance of the City of Greenwood.

Leash means a leash, cord, or chain that is mobile and that is no longer than ten feet.

Owner means any competent person, firm, corporation or organization possessing, owning, harboring, keeping or having custody or authority over any animal.

Physical Control means immediate and continuous control of a dog by a competent person, through the use of a leash, tether or enclosure, which prevents the escape of the dog.

Public Nuisance includes, but is not limited to, a companion/domestic animal that: deposits feces on public or private property other than the owners, trespasses on public or private property other than the owners, causes damage to another persons property, creates a danger to public health or safety, disturbs or turns over garbage containers, chases or molests vehicles, bicycles, persons or the companion/domestic animals of other persons, or creates foul odors or noise disturbances that interfere with the peace or sleep of a reasonable person who may reside within reasonable proximity of a place where such companion/domestic animal is kept.

Severe Injury means any physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures, continued medical observation or reconstructive surgery.

Tether means a leash, cord or chain that is anchored at one end and of appropriate weight and length for the species and prevents escape and injury to the animal and allows the animal accessibility to food, water and shelter as needed.

Unprovoked Attack means an attack that occurs even though a person is acting peacefully and lawfully.

SECTION 1: The Requiring of a City Registration for Domestic Animals,

Every domestic animal within the city limits will be required to register with the city. The Registration will be an annual process renewable in January of each year. The cost of each animal registration will be \$5.00 for altered animals and \$15.00 for intact animals. There will be a 90 day grace period provided. After 90 days, the price for altered animal will be \$15.00 and \$25.00 for intact animals. Proof of current Rabies vaccination will be required. If applying for an altered pet registration, proof from a veterinarian will be required also. If an animal is Micro chipped and registration is within 90 days of rabies vaccination, the fee for registration will be waived (Owner must bring in proof of animal being Micro chipped.)

In the event a domestic animal owner wishes to choose a state three years rabies vaccination, a three year animal registration can be purchased to coincide with the rabies vaccination. The fee will be the above appropriate fee times 3 for each year.

SECTION 2: The Keeping of Animals in a Humane Nature,

All animals within the City limits of Greenwood shall be kept in a humane manner. Livestock raised in production for purposes of food and regulated by government agencies for acceptable husbandry standards are exempt from this provision. An owner shall treat an animal in a humane manner and shall provide humane care for the animal. Humane care includes, but is not limited to, providing adequate food, adequate water, adequate shelter, adequate space and veterinary care to maintain health, to prevent pain and stabilize injury and to prevent or cure diseases or impairment of health from internal or external parasites.

Adequate food means food, which is of sufficient quantity and nutritive value to maintain each animal in good health. The owner shall ensure that adequate food is accessible to each animal, is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal, is provided in a clean and sanitary manner. is placed so as to minimize contamination by excrement and pests, and is provided at suitable intervals for the species, age and condition of the animal, which is at least once daily except as prescribed by a veterinarian.

Adequate water means clean, fresh, potable water of a drinkable temperature. The owner shall ensure that adequate water is provided in a suitable manner, in sufficient volume, and at suitable intervals, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian, and that the water is provided in a clean, durable

receptacle, which is accessible to each animal and is placed so as to prevent spillage and contamination of the water by excrement and pests.

Adequate shelter means a shelter that is suitable for the species, age, condition, size and type of each animal, and provides adequate space for each animal and protects each animal from injury, direct sunlight, other weather elements, adverse effects of heat and cold, physical suffering, and impairment of health. The owner shall ensure that the shelter is properly lighted, is properly cleaned, enables each animal to be clean and dry, and for dogs and cats provides a solid surface and resting platform, pad, floor mat or similar device that is large enough for the dog or cat to lie on in a normal manner and can be maintained in a sanitary manner.

Adequate space means space that allows an animal to easily sit, stand, lie, turnabout and make other normal body movements in a comfortable, normal position for the animal. The owner shall ensure that adequate space exists so an animal can interact safely with other animals in the enclosure, unless specified by a veterinarian. Veterinary care that temporarily restricts movement that would endanger a companion/domestic animal is exempt from this provision.

Veterinary care may include humane euthanasia if a companion/domestic animal is beyond the abilities of veterinary medicine to treat or cure and the animal is suffering, or if the owner is unable or unwilling to provide veterinary care and/or surrenders the animal to the Enforcement Authority or Sebastian County Humane Society.

A feral cat caregiver, in addition to providing food and water, shall cooperate with the Enforcement Agency in an effort to provide rabies shots and sterilization of feral cats, to protect the public against rabies, and to stabilize and/or reduce their population and prevent their predation on indigenous wildlife.

An owner shall use a collar or harness appropriate for the age and size and species of a companion/domestic animal.

A person shall not crop the ears or dock the tail of any dog unless the person employs a veterinarian to perform the cropping or docking. If a person possesses a dog with an ear or ears cut off or cropped or tail docked and with an unhealed wound, than that possession is prima facie evidence of a violation of this section, unless the person can verify that a veterinarian performed the procedure.

A person shall not castrate a domestic animal unless that person employs a veterinarian to perform the castration.

SECTION 3: Adoption of State Statutes by Reference

The City Council adopts by reference as a part of this ordinance, all laws of the State of Arkansas relating to Animal Control, Animal Welfare and Animal Cruelty.

SECTION 4: Enforcement Agency Designation

The Enforcement Agency is designated as the City agency responsible for the proper

enforcement of this chapter, and is assigned the administrative and enforcement functions of carrying out the provisions of this chapter and other authorized duties. In carrying out the duties of this chapter the agency may employ officers, persons and equipment necessary to maintain professional standards relating to the capture, impoundment, seizure, humane care, shelter and disposition of animals. In addition the Agency may call on the assistance of the Sebastian County Animal Control Officer, State Wildlife Officer and Greenwood Health and Public Safety Agencies when a cooperative enforcement effort is necessary in the interests of the City of Greenwood.

SECTION 5: Humane Education

It is considered to be a valid public purpose to educate the population of the City of Greenwood concerning the law and proper care and respect for animals. In accordance with this duty, the Enforcement Agency shall make adequate provision for conducting appropriate educational programs that promote responsible pet ownership, prevent cruelty and neglect of animals and that prevent nuisance and dangerous animals from threatening the health and safety of Greenwood citizens.

SECTION 6: Enforcement Agency Immunity and Authority to Issue Citations

When in good faith, an officer of the Enforcement Agency implements enforcement procedures or enters property to perform the duties of this chapter: the enforcement officer/Agency is immune from civil liability and criminal prosecution for trespass. An enforcement officer may issue a citation to a person when the officer has probable cause to believe that the person has violated a provision of this chapter. Arkansas State Statutes apply in the civil and/or criminal penalties resulting from the citation process. An enforcement officer may, but shall not be required to, issue a written warning and/or an Order to Provide Care prior to the issuance of a citation in incidents of violation of this ordinance and any applicable State Statutes. If a person refuses to pay the civil penalty, fails to appear in court to contest the citation or fails to appear in court as may be required, then the Court may issue an Order to Show Cause upon the request of the Enforcement Agency. The person shall be required by the court order to appear before the Court to explain why action on the citation has not been taken. If any person who is issued such an order fails to appear in response to the court's directive, the person may be held in contempt of court.

SECTION 7: Obstruction of Enforcement

A person shall not refuse to surrender an animal upon lawful demand by the Enforcement Agency or its officer. A person shall not interfere with the Enforcement Agency or its officer in the lawful performance of its duties. A person shall not hold, hide or conceal any animal, which the Enforcement Agency or its officer is investigating or deems to be in violation of this chapter. A person shall not take or attempt to take any animal from the Enforcement Agency or its officer, its vehicles, its shelters or its animal carriers. A person shall not willfully refuse to sign and accept a citation issued by an enforcement officer. If a person violates this section, the person shall be guilty of a misdemeanor, punishable as provided in Arkansas State Statutes.

SECTION 8: Confinement of Domestic Animal in Heat (Estrus)

An owner shall humanely and securely confine a domestic animal in heat (estrus) indoors or in an enclosed and locked structure, which prevents the entry of a male domestic animal and prevents the female in heat from escaping. Confinement solely by a leash, tether or other similar restraint or within a fence, open kennel, open cage or run is not presumed to be in compliance with this section. Acceptable reasons for release from confinement during the estrus period are limited to excretion or visits to a veterinary clinic, upon which the owner shall maintain physical control of the animal to prevent contact with a male domestic animal. A person intentionally breeding a domestic animal in a controlled environment with permission of the owner of the male domestic animal is exempt from this section during breeding.

SECTION 9: Physical Control of Dogs

No dog shall be permitted to run at large within the City limits of Greenwood at any time. A dog shall be considered to be running at large when the dog is off the property of the owner and the owner does not have physical control of the dog. An owner of a dog shall have physical control of a dog at all times when off the owners property, unless the property holder or the designee, or lessee consents to the removal of physical control. Off the owners property means on any public or private property included, but not limited to, streets, sidewalks, schools, parks or private property of others. For property owned or controlled by a government entity, it is presumed that consent is not given unless posted or provided for by the designation of an off leash fenced park area. Dogs which are exempt from this section include law enforcement dogs in the performance of their duties, trained and certified animal assistance dogs used to assist persons with physical disabilities, dogs involved in organized training or exhibiting including obedience trials, conformation shows, field trials, hunting trials and herding trials or a dog involved in any legal hunt in the authorized area and when the owner possesses a valid hunting license.

SECTION 10: Removal of Dog Feces

The owner of a dog shall remove any feces deposited by the dog on any property other than the owners. including but not limited to public property, streets, sidewalks, schools parks and private property. The owner of a dog shall carry adequate waste removal devices or disposal bags while off the owner's property unless the waste removal devices are provided.

SECTION 11: Companion/Domestic Animals Creating a Public Nuisance

An owner shall prevent a companion/domestic animal from becoming a public nuisance. The Enforcement Agency may impound a companion/domestic animal creating a public nuisance.

SECTION 12: Classification and Requirements for Keeping of Dangerous Dogs

The Enforcement Agency shall investigate reported incidents involving any dog that may be dangerous and shall interview the owner (if known) and require an affidavit from any person desiring to have the dog classified as dangerous. After the investigation, the Enforcement Agency shall determine if a dog is to be classified as dangerous and shall provide notification to the owner that their dog is classified as a dangerous dog. The City may establish Hearing and

Appeal Procedures should an owner request an appeal of the decision of the Enforcement Authority. The Enforcement Agency may impound any dog under investigation pending a dangerous classification in the interest of public safety. The owner of a dog that is under investigation for a dangerous dog classification shall not refuse, under criminal penalty, to surrender the dog to the Enforcement Authority for impoundment. Following the classification of the dog as dangerous, the Enforcement Authority may dispose of the animal by means of humane euthanasia or establish criteria for how the animal may be kept. The requirements for keeping of a dangerous dog are, but not limited to, maintaining the dog indoors or in a proper enclosure that is designed to prevent the entry of young children and designed to prevent the dangerous dog from escaping or from theft. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under or through the structure and shall also provide protection from the elements. The owner of the dog shall display a sign on the enclosure easily readable by a competent person with the words "Bad Dog" or "Dangerous Dog". The dangerous dog may be allowed periodic freedom from the enclosure for purposes of exercise and elimination and socialization time with its owner, while on the owners property and under physical control of the owner, and for trips to the veterinarian. Fertile dangerous dogs shall be spayed or neutered and micro-chipped at a veterinarian's clinic and all charges associated with the micro-chipping and surgical sterilization procedures will be borne by the owner. The owner of a dangerous dog that repeats the dangerous dog behavior may be subject to additional criminal charges of negligence and endangerment should the dog inflict severe injury on a person, and the dog shall be euthanized.

The owner of any dog shall not be liable for damages when the person attacked or bitten was on the property of the owner and that person, mischievously or carelessly provoked or aggravated the dog that inflicted such damage or the mother dog was in protection of her puppies or the "Bad Dog" or "Dangerous Dog" sign was displayed on the enclosure. Dangerous dogs that have been classified as dangerous must be under the physical control of the owner at all times when off the owners property and muzzled with a safe face device that does not restrict the dog from breathing, seeing or hearing. The leash, cord or chain used for a dangerous dog shall be no longer than three feet. The Enforcement Authority may require the owner of a dangerous dog to attend canine obedience behavior training classes, as a requirement to keep the dog, and the owner shall bear the costs of the training. The owner of a dangerous dog may not sell or give way the dangerous dog without the knowledge of the Enforcement Authority in order to notify the animal control agency in the jurisdiction of the relocation of the dangerous dog if the new residence is out of the City of Greenwood. An owner with a dangerous dog shall not use the dog for hunting purposes.

If any dog, prior to dangerous dog classification, bites any person, while such person is on or in a public place, or lawfully on or in a private property, including the property of the owner of such dog, then the owner shall be liable for damages suffered by the person bitten, regardless of the former behavior of such dog or the owners knowledge of such propensity. A person is lawfully upon private property of such owner when s/he is on the property in performance of any duty imposed by the City of Greenwood or laws of this state, or postal regulations of the US, or when the person is on the property upon invitation, expressed or implied, of the owner.

SECTION 13: Rabies Vaccination of Domestic Animals

The owner of a domestic animal four months of age or older shall employ a veterinarian to vaccinate the domestic animal against rabies and thereafter according to the time frame established by the veterinarian or the current national Compendium on Animal Rabies Control or in consensus with the local health department regulatory authority. The veterinarian giving such vaccination shall issue to the owner of such domestic animal a vaccination certificate describing such domestic animal giving the date of vaccination and the name and address of the owner. The vaccination certificate shall be signed by the veterinarian. If a veterinarian determines for any medical reason that the domestic animal would be harmed from the vaccine at any time, the domestic animal is exempt from this provision during the time period that would be injurious. Rabies vaccine administered by anyone to a domestic animal other than a licensed veterinarian is not recognized in the City of Greenwood. The rabies tag administered by the veterinarian shall be considered the City of Greenwood Animal Tag. An owner to whom a rabies/City tag has been issued shall securely fasten the tag by a safe collar device, appropriate for the size, weight and type of domestic animal, around the neck so the tag is clearly visible at all times other than during grooming in an enclosed area or in the direct care of a veterinarian. An owner, whose domestic animal is participating in any organized exhibition or field trial or organized training for these events, may remove the domestic animals tag during the activity. When ferrets are on the owner's property, the owner may remove the City tag.

SECTION 14: Owning Animals that are Primary Vectors of Rabies

A person shall not own, harbor, keep, display, exhibit, sell & intentionally breed animals which are primary vectors of rabies, including but not limited to skunks, raccoons, foxes, bats, coyotes unless permitted by the Arkansas Game and Fish Commission.

SECTION 15: Impoundment of Animals

The Enforcement Agency may impound any dog not under physical control of the owners property and without consent to be on the property where the dog is found, or any domestic animal not vaccinated as required by this chapter, or any animal which has attacked, bitten or scratched a person or inflicted severe injury to a person, or any animal carrying or suspected of carrying rabies or any other zoonotic disease when not under the care and treatment of a veterinarian for the disease, or any animal found in distress, including but not limited to a sick, injured, abandoned or neglected animal for which the owner cannot be found after reasonable effort to do so, or for which the owner is unable or unwilling to provide proper care, or any dog suspected of being dangerous, or any companion domestic animal that is creating a public nuisance, or any domestic animal in estrus and not properly confined, or for any other reason as outlined in this chapter. The Enforcement Authority may impound any feral cat or colony in the interests of public health and safety and to prevent a public nuisance or the feral cat caregiver fails to cooperate with the Enforcement Authority.

The Enforcement Authority is hereby authorized to seize and impound any animal, which is reasonably believed to be subject to cruel treatment as defined by Arkansas State law or by the keeping of the animal in an inhumane manner, provided that the animal so impounded shall not be adopted out without direction of the Municipal Court in which such charges may be pending,

or humanely euthanized without the medical advice of a veterinarian. When the impoundment is solely for evidentiary purposes, the owner of the animal shall nevertheless be responsible for payment of all upkeep charges and other costs associated with the impoundment, care and treatment of the animal if so found by the Court in criminal proceedings against said owner.

SECTION 16: Quarantine of Animals Suspected of Rabies

When a domestic animal has allegedly bitten a person and is not current on its rabies vaccine or is suspected or believed to be infected with rabies or upon the request of any person who has been bitten within the corporate limits of the City (or by a parent or legal guardian of any persons bitten who is under age or disabled), the Enforcement Agency shall take the domestic animal into custody and confine the domestic animal under the supervision of a veterinarian.

Any veterinarian who is given custody of a domestic animal under the provision of this chapter shall keep the domestic animal in quarantine until the veterinarian shall issue a certificate that the veterinarian has complied with the observation procedures of A.C.A. statutes 20-10-307; and the domestic animal appears to be free of rabies.

When the veterinarian supervising the quarantine of any domestic animal quarantined under this chapter shall issue the certificate, the owner of such domestic animal may reclaim custody of the animal if s/he tenders to the veterinarian and the Enforcement Authority their customary and reasonable fees for impounding, boarding and care of the animal. When a person who has been bitten by a domestic animal that is current on rabies vaccine and is in compliance with the at-large provision of this chapter and the animal is subsequently found to be free of rabies, then the owner shall pay the fees and charges for impounding, boarding and care of the animal. This animal is to be recorded as a dangerous animal.

Any domestic animal determined to be with rabies shall be immediately surrendered by the owner to the Enforcement Authority and said animal will be euthanized and handled in accordance with Arkansas State Law. Any and all fees will be the responsibility of the owner.

SECTION 17: Redemption of Impounded Animals, Fees and Fines

The Enforcement Agency shall hold for redemption any companion/domestic animal which has been impounded at the shelter or Sebastian County Humane Society for no less than three (3) days after the day of impoundment. The shelter shall maintain humane care of the animal while in its custody and professional standards regarding the record keeping of those animals, separation of male dogs from female, larger dogs from smaller dogs, quarantined animals from other impounded animals, cats separated from dogs and provide for separation of other species of companion/domestic animals. An owner seeking to redeem an animal shall present valid picture identification, acceptable proof of ownership and pay all fees and fines. Acceptable proof of ownership includes but is not limited to, rabies certificate and City tag, veterinary records proof of purchase, photographs, affidavits from neighbors or other reliable verifiable evidence. Fees include but are not limited to impoundment fee, boarding fee, vaccination/City tag fee and any veterinary charges. The Enforcement Authority Administrator may waive or reduce a fee under extenuating circumstances when the animal was not impounded under the dangerous dog provision of this chapter, is not suspected of having rabies and was not impounded for reasons of cruel treatment or failure to maintain animals in a humane manner, when the owner demonstrates

efforts to comply with the provisions of this chapter and prevent a repeated impoundment. The Enforcement Authority will make reasonable efforts to notify owners when the domestic/companion animal is wearing the City tag or the owner is, otherwise, known. No domestic animal shall be released from impoundment without a current rabies vaccination/City tag. The owner shall provide current vaccination/City tag rabies certificate or a deposit of \$25.00 will be collected and the vaccine will be administered no less than the same day or no more than a three-day business period. If the owner fails to comply with the rabies vaccination/City tag requirement, then the owner may be cited for failure to comply, the \$25.00 deposit shall be forfeited and the animal may be subject to re-impoundment.

FEES are assessed as follows and may be changed upon future action by the City Council: Enforcement Agency and/or Animal Control Officer have the Authority to issue a warning for 1st offence based on the situation and judgment of the conditions at the scene.

Impoundment Fee for Companion/Domestic Animals	\$ 25.00
Second Impoundment	\$ 50.00
Third and Above Impoundment	\$100.00

Any intact domestic animal impounded for a third offence will be transported to a veterinarian and the domestic animal will be spayed or neutered. All fees and fines will be collected before such procedures are performed and/or animal is released to the owner. Failure to pay fines and or fees owner will be subject to criminal action and animal will be turned over to the Sebastian County Humane Society or euthanized.

Domestic Animals Sales Permit	\$100.00
Animal transport Fee	\$ 25.00
Per Day Boarding Fee	\$ 10.00
Rabies Quarantine Fee (plus 10 day boarding fee)	\$ 75.00

Fines

Violation	1st Offence	2nd Offence	3rd Offence
Animal at Large	\$ 50.00	\$100.00	\$150.00
Dangerous Animal at Large	\$250.00	\$350.00	\$500.00
Failure to Wear a Tag	\$ 50.00	\$100.00	\$150.00
Failure to Possess a Domestic Animal Sales Permit	\$100.00	\$150.00	\$250.00
License Fraud	\$ 75.00	\$150.00	\$250.00
Public Nuisance	\$ 50.00	\$100.00	\$150.00
Failure to vaccinate for Rabies (cannot exceed state fine)	\$ 25.00	\$ 25.00	\$ 25.00

SECTION 18: Adoption of Unclaimed and Surrendered Animals

Unclaimed animals following the five-day holding period and animals surrendered by owners, at the time of surrender, become the property of the Sebastian County Humane Society and may be adopted to new owners subject to the adoption policies of the Sebastian County Humane Society

and the sterilization requirements of Arkansas State Law. The Sebastian County Humane Society reserves the right of refusal of an adoption when the adoption is not in the interests of the animal or the public health or safety of Greenwood citizens. The Enforcement Authority shall not release, sell, or give away any live animal to any institution, private firm or individual for the sole purpose of medical or scientific research.

SECTION 19: Humane Euthanasia of Impounded Animals

Animals not claimed by their owners after the holding period or not adopted to new owners may be humanely euthanized by the Enforcement Agency or by a veterinarian. Euthanized animals shall be disposed of in a dignified manner in compliance with any city regulations.

SECTION 20: Disposal of Animal Carcasses by Owners

An owner of an animal, upon the death of such animal, shall dispose of the carcass by burying the carcass at sufficient depth, of at least two feet, to prevent predators from exhuming the carcass, or by recognized alternate methods of disposal such as cremation or rendering. An owner shall not dispose of the carcass of any animal by depositing such carcass on any public or private property.

A person who, upon demand, does not surrender to the Enforcement Authority the carcass of any dead animal exposed to rabies shall be guilty of a misdemeanor for each separate offense.

SECTION 21: Companion/Domestic Animals in Motor Vehicle

A motor vehicle operator shall not place or confine a companion/domestic animal or allow it to be placed, confined, or remain in an unattended motor vehicle under conditions for such a period of time as may reasonably be expected to endanger the health or well being of the companion/domestic animal due to situations of but not limited to insufficient ventilation, heat or lack of water.

A motor vehicle operator, operating on a public right of way, shall not transport the companion/domestic animal in or on any motor vehicle, unless the companion/domestic animal is in the passenger compartment of the vehicle, or protected by a container, cage, or other appropriate tethering device that will prevent the companion/domestic animal from falling from, being thrown from, or jumping from the vehicle.

Any law enforcement officer who determines, or upon the request of the Enforcement authority, that the companion/domestic animal is in distress or imminent danger of death while in an unattended motor vehicle may use whatever force is necessary to enter the vehicle to remove the animal. The companion/domestic animal shall be delivered to the animal shelter or to a veterinarian. A written notice shall be signed and displayed prominently on the vehicle by the law enforcement officer or Enforcement Authority notifying the owner of the circumstances of entry and the location of the animal. The owner of the companion/domestic animal and/or the Owner of the vehicle are responsible for all costs incurred in any damages to the vehicle and impoundment, boarding and veterinary fees necessitated by any treatment or care of the companion/animal.

SECTION 22: Inspection of Animal Establishments

The Enforcement Authority shall have the right to enter any facility and inspect the facility during reasonable hours and any records pertaining to the animals where animals are bred, boarded, sold, trained or groomed including, but not limited to pet dealerships, kennels, catteries, roadside zoos, parks, flea markets, fairs, circuses or performing animal exhibitions, or any other property where animals are kept as a business, for purposes of ensuring compliance with this chapter or any applicable State laws. Veterinary clinics, research and instructional programs conducted in the interest of medical science by universities registered with the USDA and operated under federal statutes and rules, and animal establishments where livestock are raised by a commercial enterprise regulated by governmental agencies for acceptable husbandry standards are exempt from this provision.

SECTION 23: Enforcement Agency to Assist with Wildlife and Livestock

The Enforcement Agency is authorized to humanely trap, transport, or humanely euthanize indigenous or non-indigenous wildlife and may release to State permitted rehabilitators or relocate such animals that are not primary vectors of rabies in compliance with State regulatory agencies. The Enforcement Agency may also assist law enforcement agencies with situations of public health and safety involving livestock or other large companion animals, upon request, within its ability and resources to render assistance.

SECTION 24: Humane Trapping of Injured, Bite Case or Nuisance Animals

Any person trapping an animal, under the provisions of this chapter, shall use a humane trap; and provide the trapped animal with protection from the direct rays of the sun and direct effects of the wind, rain, irrigation and sprinkler systems; and provide fresh water and fresh food (bait) in the trap each time the trap is set; and shall clean/disinfect the trap after each animal is removed from the trap and shall check the trap, at periodic and timely intervals to prevent injury, death or reduce stress to the trapped animal. Upon capture of the trapped animal, any person shall notify the Enforcement Agency so that the officer may remove the trapped animal or the person may bring the trapped animal into the shelter when the person's health and safety are not threatened. Any person, not authorized by the Enforcement Agency, or not assigned the trap, shall not tamper with or destroy the trap or remove the trapped animal without the permission of the Enforcement Agency/or law enforcement officer or State regulated agency. Any person trapping an animal shall make every effort, when known, relocate the offspring of any lactating mother caught in the trap or notify the Enforcement Agency that they have determined that offspring exist. The Enforcement Agency may require proof of residence and identification in the setting of a trap and/or assess a fee or deposit in the use of a trap. The Enforcement Authority may retain the deposit in the event of loss, theft or damage of a trap. No trap will be issued to a citizen for a nuisance companion/domestic animal that is not dangerous injured or suspected of rabies under this chapter, when the companion/domestic animal has a known owner, without prior knowledge to the owner to give the owner the opportunity to correct the nuisance and comply with the provisions of this chapter.

SECTION 25: Keeping of Domestic Animal in the City Limit

There will be no street side selling of animals in the city limits unless seller has purchased a Domestic Animal Sales permit and is USDA approved. Seller will be required to obtain this permit from the city good for one year. USDA documentation will be required and animals can be sold on the square during the period of Farmer Market or other times deemed appropriate by city officials. Seller will be responsible for cleaning up and leaving the area in a sanitary condition. Any established Kennel with permanent structure and city business license will be exempt from this ordinance.

There will be no restriction on the number of domestic animals within the city of Greenwood. Any owner not caring for the animals in accordance to the provisions of these ordinances to include but not limited to Section 2, and section 11 and is deemed a nuisance will be fined..

SECTION 26: Liberal Construction

This chapter is to be liberally construed to effectively carry out the purposes, which are deemed to be in the best interest of the public health, safety and welfare of the citizens and animals in the City of Greenwood.

SECTION 27: Severability and Repealing Clause

It is the declared intent of the City Council of the City of Greenwood in the State of Arkansas that, if any section, subsection, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

PASSED BY A MAJORITY OF THE CITY COUNCIL OF THE CITY OF GREENWOOD, ARKANSAS, ON THIS 6th DAY OF April, 2009.

ATTEST:

Wiemer Case
City Clerk

APPROVED:

Kidman
Mayor

