



**Animal Shelter Advisory Committee
6/26/2025**

Notice is hereby given of a regular meeting of the Animal Shelter Advisory Committee of the City of San Angelo to be held on June 26, 2025 at 12:00 PM at City Hall – East Mezzanine at 72 W. College Avenue, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Public Comment

Members of the public may raise issues or concerns not listed on the Regular Agenda during this time. To participate, please sign in before the meeting begins. Speakers will be called in the order they signed in. When speaking, citizens must address all comments to the dais, begin by stating their name and address or Single Member District number, and limit their remarks to three minutes or less.

3. Consent Agenda

- a. Consider approving the May 15, 2025 Animal Shelter Advisory Committee regular meeting minutes (Halie Guillen)

4. Regular Agenda

- a. Discussion and consideration of monthly division performance for May 2025 (Presentation by Shelter Supervisor Halie Guillen)
- b. Discussion and consideration of state and local requirements for the animal services division (Presentation by Shelter Supervisor Halie Guillen).
- c. Discussion and consideration of reporting loose and/or vicious animals (Presentation by Interim Assistant Director of Neighborhood & Family Services Angela Bloss)
- d. Discussion and consideration of publishing a request for proposal for veterinary services (Presentation by Interim Assistant Director of Neighborhood & Family Services Angela Bloss)

5. Follow Up and Administrative Issues

6. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 13th day of June, 2025 at 11:45 a.m.

Morgan Chegwidden, Assistant Director
Neighborhood & Family Services

All agenda items are subject to action. The Animal Shelter Advisory Committee reserves the right to consider business out of posted order.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending board or commission meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the Assistant Director Neighborhood & Family Services at 325-657-4225, or the ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

Staff Report



Requestor: Morgan Chegwidden, Assistant Director of Neighborhood Services, Neighborhood and Family Services, 325-657-4224

Meeting Date: June 26, 2025

Item type: Consent Item

Caption:

Consider approving the May 15, 2025 Animal Shelter Advisory Committee regular meeting minutes (Halie Guillen)

Summary/History:

Attached are the draft minutes for the committee's consideration.

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. 250515 Minutes 250515 Minutes.docx

Presentation:

None

Approvals/Reviews:

Morgan Chegwidden
Kathleen Dabbert

Created/Initiated
Final Approval



City of San Angelo, Texas
Animal Shelter Advisory Committee Minutes
May 15, 2025

Present:

Dr. Karen Frembgen, Mayoral
Chrysanthemum Cohen, SMD1
Jen Murphy, SMD2
Penny Roberts, SMD3
Rodger Horton, SMD4
Jaton Giese, SMD5
Morgan Chegwidden, SMD6

1. Call to Order

With a quorum of the committee members present, Chairperson Rodger Horton called the regular meeting Animal Shelter Advisory Committee to order at 12:00 p.m. on May 15, 2025 at City Hall East Mezzanine, 72 West College Avenue San Angelo, Texas, for the purpose of considering the following agenda items.

2. Public Comment

Wall resident Sharon Halfmann asked to consider the intake of owner surrender of pets adopted from Animal Services who reside outside city limits; and asked that feral cats be handled humanely returned to appropriate colonies.

Citizen Juliana Evans inquired about a February incident in which a dog found outside city limits was refused shelter intake, although the animal did have a microchip registered inside city limits.

3. Consent Agenda

- a. Consider approving the April 17, 2025 Animal Shelter Advisory Committee regular meeting minutes.
- b. Consider accepting non-negative rabies specimens for 2025 to date.

MOTION: Committee member Frembgen made a motion, seconded by Committee member Roberts, to approve the Consent Agenda. The motion carried unanimously seven (7) ayes to zero (0) nays.

4. Regular Agenda

- a. Discussion and consideration of monthly shelter performance for April 2025.

A presentation was made by shelter supervisor Halie Guillen. No action was taken on this item.

Citizen Juliana Evans asked for greater detail by age and species.

Wall resident Jenie Wilson provided monthly performance for Concho Valley PAWS.

b. Discussion and consideration of citations issued by Animal Services Officers.

A presentation was made by Interim Director Morgan Chegwidden. No action was taken on this item.

Wall resident Sharon Halfmann asked how many of the owners cited in April 2025 provided proof of spay/neuter.

Citizen Juliana Evans asked about the backlog of follow up and the statute of limitations.

c. Discussion and consideration of veterinary services agreement.

A presentation was made by Interim Assistant Director Angela Bloss. No action was taken on this item.

1:12 Committee member Frembgen left. The Committee maintained a quorum.

d. Discussion and consideration of amendments to the ordinance defining owner.

A presentation was made by Interim Director Morgan Chegwidden.

Citizen Heather Hegwood asked about the definition of owner of community cats.

Citizen Juliana Evans asked after a process to trust citizens at their word regarding duration of care and asked if the owner surrender fee was a deterrent to intake.

MOTION: Committee member Murphy made a motion, seconded by Committee member Giese, to change the definition of owner from three days to ten business days. The motion carried unanimously six (6) ayes to zero (0) nays.

5. Follow Up and Administrative Issues

Committee member Giese requested a future item to discuss the procedure for reporting violations and requests for Animal Services Officer response.

Committee member Horton requested a future item to discuss an adoption coordinator.

Committee member Chegwidden reminded the committee to thank their Animal Services staff in honor of National Animal Care & Control Appreciation Week.

6. Adjournment

The meeting was adjourned at 1:22 p.m.

Staff Report



Requestor: Morgan Chegwidden, Assistant Director of Neighborhood Services, Neighborhood and Family Services, 325-657-4224

Meeting Date: June 26, 2025

Item type: Regular Item

Caption:

Discussion and consideration of monthly division performance for May 2025 (Presentation by Shelter Supervisor Halie Guillen)

Summary/History:

370 new animals arrived at the shelter during May. 100 were adopted/transferred, 47 were redeemed by their owner, 11 wildlife were released, 135 were deceased and 313 were in custody at month end.

Animal Services' live release rate was 53.92%.

Financial Impact:

None.

Other Information/Recommendation:

No action necessary.

Attachments:

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden
Kathleen Dabbert

Created/Initiated
Final Approval

Staff Report



Requestor: Morgan Chegwiddden, Assistant Director of Neighborhood Services, Neighborhood and Family Services, 325-657-4224

Meeting Date: June 26, 2025

Item type: Regular Item

Caption:

Discussion and consideration of state and local requirements for the animal services division (Presentation by Shelter Supervisor Halie Guillen).

Summary/History:

Today's agenda item continues the orientation of the Animal Shelter Advisory Committee members' roles and responsibilities by discussing details of the state health code, state administrative code, and select San Angelo ordinances.

Texas Health and Safety Code Chapter 821 addresses the treatment and disposition of animals. It covers various aspects, including the treatment of impounded animals, the disposition of cruelly treated animals, and the euthanasia of animals. Additionally, it regulates the restraint of dogs and addresses post-conviction possession bans for animal cruelty offenses.

- 821.002 Staff shall provide food and water.

Disposition of Cruelly Treated Animals:

Details the handling of animals that have been cruelly treated, including their seizure, hearing, and potential sale or disposition.

- 821.021 defines cruelly treated as tortured; seriously overworked; unreasonably abandoned; unreasonably deprived of necessary food, care or shelter; cruelly confined; caused to fight with another animal; or subjected to conduct prohibited by section 21.09 of the penal code regarding bestiality.
- 821.022 A peace officer or animal control officer who has reason to believe that an animal is/has been cruelly treated may apply to a court for a warrant to seize the animal(s). If the court agrees probable cause exists, the court shall issue the warrant and set a hearing within ten days. The officer executes the warrant by impounding the animal(s) and providing notice to the owner.
- 821.023 If a criminal case has already yielded a guilty verdict, that automatically applies at this hearing. It is more likely any criminal proceedings are still pending, so all interested parties may present evidence. If the court finds that the animal was cruelly treated, the court shall order the owner to pay all court costs and animal care costs. The court may award the animal to the animal control authority for rehabilitation or euthanasia.

- 821.024 Animal control authority may hold an auction. We may also seek live outcomes through traditional means. We may also euthanize the animal.
- 821.025 The owner may appeal the divestment of ownership within ten days of the hearing.

Euthanasia of Animals:

Specifics regarding the acceptable methods for euthanizing animals, including the use of sodium pentobarbital for dogs and cats and the use of methods outlined in the American Veterinary Medical Association Guidelines for other animals.

- 821.052 Staff may euthanize cats and dogs by administering sodium pentobarbital in accordance with department rule. Other species may be euthanized in accordance with best practices.
- 821.055 A person may only euthanize animals a euthanasia training course with curriculum including: pharmacology, proper administration, and storage of euthanasia solutions; federal and state laws regarding accountability and storage; stress management; restraint and handling; verification of death techniques; and proper disposal of remains. This does not apply to licensed veterinarians.
- 821.056 Offenses of this chapter are a class B misdemeanor.

Unlawful Restraint of Dogs:

Addresses the requirements for restraining dogs outdoors, including the need to provide them with adequate shelter, a place to avoid standing water, shade, and potable water.

- 821.101 Adequate shelter means a sturdy structure that provides protection from weather and dimensions allowing the dog to stand, sit, turn, and lie down in normal positions.
- 821.102 An owner may not leave a dog outside unattended by use of a restraint unless they can access: adequate shelter; a dry, clean area; shade; and drinking water. An owner may not restrain a dog outside and unattended with a restraint that: is a chain; has weights attached; is too short; and/or is attached to an improperly fitted collar. City ordinance further provides that a dog may not be restrained for more than two hours. An offense of this section is a class C misdemeanor.
- 821.103 Exceptions apply to public camping, licensed training, certain working dogs, and leashed dogs for walking.

Texas Administrative Code Chapter 169, Subchapter D, focuses on Standards for Allowable Methods of Euthanasia for Animals in the Custody of an Animal Shelter. These standards are regulated by the Texas Department of State Health Services.

- 169.81 This chapter sets standards for allowable methods of euthanasia.
- 169.83 Before euthanasia, each animal should be searched for identification by microchip, tag, or tattoo. If an owner is identified, reasonable efforts should be made to locate and notify the person.
- 169.84 Only sodium pentobarbital may be used to euthanize dogs or cats in a shelter. The preferred route of administration is intravenous injection by hypodermic needle. Other acceptable routes include intraperitoneal or intracardiac (only if completely anesthetized). Injections must be administered with new, undamaged needles out of public view and out of view of other animals, unless a mother with her neonatal offspring. The remains of an animal must be removed from the

area before a live animal is brought in. Sodium pentobarbital must be administered by weight via the most appropriate route for that animal.

Sections of the San Angelo code of ordinances govern animal services operations and enforcement.

- 3.02 Registration, Sale and Adoption

Registration is required for all cats, dogs, ferrets and pot-bellied pigs kept within the city limits. Tags may be issued by any veterinarian or the city manager's designee. Applicants must provide their contact information, pet's description, proof of vaccine.

Owners must register newly acquired pets within 30 days. All newborn pets must be registered by four months of age.

Registrants must pay the adopted fee.

San Angelo Animal Services complies with this section by implanting microchips and providing tags for all such animals leaving the premises.

3.02.005, .006, .007, .008, and .009 are largely outdated since the advent of microchip technology.

3.02.010 Exemptions are available for animals temporarily kept in San Angelo, such as 30 days' boarding or the extent of an animal exhibit.

3.02.011 Requires a breeders' permit to lawfully sell an animal. Regardless of permit status, citizens are prohibited from selling animals on government property or on private property without express written permission from the owner. Animal rescue organizations are exempt from this requirement.

3.02.041 Animals may be adopted by animal services to individuals or rescue organizations. This is largely out of use with the multi-year agreement with rescue partner Concho Valley PAWS offering adoption services.

- 3.05 Impoundment

Animals in violation of local ordinances, such as secure enclosure for dogs and livestock, are impounded at the animal shelter. Owners may redeem their pet by paying the adopted fees, such as impound and boarding.

Owners may relinquish ownership of their pets to San Angelo Animal Services.

Animals surrendered or not redeemed become property of the animal control authority after the required hold periods.

Dogs, ferrets, and pot-bellied pigs may not leave their owners property unless appropriately leashed.

3.05.002 Impound periods for animals with no tag or microchip shall be kept for three business days after the date of impoundment. For example, a cat who arrives on June 2, 2025 is held before outcome (adoption, euthanasia, etc.) through June 5, 2025.

Impound periods for animals with tags or microchips shall be kept for seven business days and attempts will be made to contact the owner.

Ear-tipped cats shall not be impounded unless a nuisance complaint is lodged, at which point staff shall attempt to notify colony caregivers.

Impoundment periods may not be honored in the event of advanced illness or injury.

3.05.005 After the appropriate hold period, staff may dispose of the animal through adoption, euthanasia, or other outcome.

- 3.07 Cruelty to Animals

Cruelly treated means animals who have been tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, water, care or shelter, cruelly confined, or caused to fight with another animal.

3.07.002 Such animals may be impounded by applying to the municipal court for a seizure warrant showing sufficient evidence. If probable cause exists, the court shall issue a seizure warrant and set a show cause hearing within ten days. The animal control authority shall execute the warrant by impounding the animals identified in the warrant and holding them until the results of the administrative hearing.

Animal Services includes law enforcement in such cases should the violation reach the level of a penal code violation.

3.07.003 The municipal court hearing can include the presentation of evidence by any interested party. If the court finds that the animal was cruelly treated, they may order the animal sold, awarded to an organization, or euthanized. The court shall order the animal returned to the owner if grounds for cruelty were not met.

3.07.005 The owner may appeal an order.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | HEALTH AND SAFETY CODE CHAPTER 821.
TREATMENT AND DISPOSITION OF ANIMALS | HEALTH AND SAFETY CODE CHAPTER 821.
TREATMENT AND DISPOSITION OF ANIMALS.pdf |
| 2. | 169D | 169D.pdf |
| 3. | San Angelo, TX Code of Ordinances 3.02 05 07 | San Angelo, TX Code of Ordinances 3.02 05 07.pdf |

Presentation:

Approvals/Reviews:

Morgan Chegvidden
Kathleen Dabbert

Created/Initiated
Final Approval

HEALTH AND SAFETY CODE

TITLE 10. HEALTH AND SAFETY OF ANIMALS

CHAPTER 821. TREATMENT AND DISPOSITION OF ANIMALS

SUBCHAPTER A. TREATMENT OF ANIMALS

Sec. 821.001. DEFINITION. In this subchapter, "animal" includes every living nonhuman creature.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1593, eff. April 2, 2015.

Sec. 821.002. TREATMENT OF IMPOUNDED ANIMALS. (a) A person who impounds or causes the impoundment of an animal under state law or municipal ordinance shall supply the animal with sufficient wholesome food and water during its confinement.

(b) If an animal impounded under Subsection (a) continues to be without necessary food and water for more than 12 successive hours, any person may enter the pound or corral as often as necessary to supply the animal with necessary food and water. That person may recover the reasonable cost of the food and water from the owner of the animal. The animal is not exempt from levy and sale on execution of a judgment issued to recover those costs.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 821.003. TREATMENT OF LIVE BIRDS. (a) This section applies to a person who receives live birds for transportation or for confinement:

- (1) on wagons or stands;
- (2) by a person who owns a grocery store, commission house, or other market house; or
- (3) by any other person if the birds are to be closely confined.

(b) The person shall immediately place the birds in coops, crates, or cages that are made of open slats or wire on at least three sides and that are of a height so that the birds can stand upright without touching the top.

(c) The person shall keep clean water and suitable food in troughs or other receptacles in the coops, crates, or cages. The troughs or other receptacles must be easily accessible to the confined birds and must be placed so that the birds cannot defile their contents.

(d) The person shall keep the coops, crates, or cages in a clean and wholesome condition and may place in each coop, crate, or cage only the number of birds that have room to move around and to stand without crowding each other.

(e) The person may not expose the birds to undue heat or cold and shall immediately remove all injured, diseased, or dead birds from the coops, crates, or cages.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 821.004. KNOWLEDGE OR ACTS OF CORPORATE AGENT OR EMPLOYEE. The knowledge and acts of an agent or employee of a corporation in regard to an animal transported, owned, or used by or in the custody of the corporation are the knowledge and acts of the corporation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. DISPOSITION OF CRUELLY TREATED ANIMALS

Sec. 821.021. DEFINITIONS. In this subchapter:

(1) "Cruelly treated" includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care, or shelter, cruelly confined, caused to fight with another animal, or subjected to conduct prohibited by Section 21.09, Penal Code.

(2) "Nonprofit animal welfare organization" means a nonprofit organization that has as its purpose:

(A) the prevention of cruelty to animals; or

(B) the sheltering of, caring for, and providing homes for lost, stray, and abandoned animals.

(3) "Owner" includes a person who owns or has custody or control of an animal.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1278 (H.B. 963), Sec. 1, eff. September 1, 2011.

Acts 2017, 85th Leg., R.S., Ch. 739 (S.B. 1232), Sec. 6, eff. September 1, 2017.

Sec. 821.0211. ADDITIONAL DEFINITION. In this subchapter, "magistrate" means any officer as defined in Article 2A.151, Code of Criminal Procedure, except that the term does not include justices of the supreme court, judges of the court of criminal appeals, or courts of appeals, judges or associate judges of statutory probate courts, or judges or associate judges of district courts that give preference to family law matters or family district courts under Subchapter D, Chapter 24, Government Code.

Acts 2003, 78th Leg., ch. 1043, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 334 (H.B. 890), Sec. 10, eff. September 1, 2009.

Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 2.126, eff. January 1, 2025.

Sec. 821.022. SEIZURE OF CRUELLY TREATED ANIMAL. (a) If a peace officer or an officer who has responsibility for animal control in a county or municipality has reason to believe that an animal has been or is being cruelly treated, the officer may apply to a justice court or magistrate in the county or to a municipal court in the municipality in which the animal is located for a warrant to seize the animal.

(b) On a showing of probable cause to believe that the animal has been or is being cruelly treated, the court or magistrate shall issue the warrant and set a time within 10 calendar days of the date of issuance for a hearing in the appropriate justice court or municipal court to determine whether the animal has been cruelly treated.

(c) The officer executing the warrant shall cause the animal to be impounded and shall give written notice to the owner of the animal of the time and place of the hearing.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 387, Sec. 1, eff. June 7, 1991; Acts 2003, 78th Leg., ch. 1043, Sec. 2, eff. Sept. 1, 2003.

Sec. 821.023. HEARING; ORDER OF DISPOSITION OR RETURN OF ANIMAL.

(a) A finding in a court of competent jurisdiction that the owner of an

animal is guilty of an offense under Section 42.09 or 42.092, Penal Code, involving the animal is prima facie evidence at a hearing authorized by Section 821.022 that the animal has been cruelly treated.

(a-1) A finding in a court of competent jurisdiction that a person is guilty of an offense under Section 21.09, Penal Code, is prima facie evidence at a hearing authorized by Section 821.022 that any animal in the person's possession has been cruelly treated, regardless of whether the animal was subjected to conduct prohibited by Section 21.09, Penal Code.

(b) Repealed by Acts 2017, 85th Leg., R.S., Ch. 576 (S.B. 762), Sec. 2, and Ch. 739 (S.B. 1232), Sec. 8, eff. September 1, 2017.

(c) Each interested party is entitled to an opportunity to present evidence at the hearing.

(d) If the court finds that the animal's owner has cruelly treated the animal, the owner shall be divested of ownership of the animal, and the court shall:

- (1) order a public sale of the animal by auction;
- (2) order the animal given to a municipal or county animal shelter or a nonprofit animal welfare organization; or
- (3) order the animal humanely destroyed if the court decides that the best interests of the animal or that the public health and safety would be served by doing so.

(e) After a court finds that an animal's owner has cruelly treated the animal, the court shall order the owner to pay all court costs, including:

- (1) the administrative costs of:
 - (A) investigation;
 - (B) expert witnesses; and
 - (C) conducting any public sale ordered by the court; and
- (2) the costs incurred by a municipal or county animal shelter or a nonprofit animal welfare organization in:
 - (A) housing and caring for the animal during its impoundment; and
 - (B) humanely destroying the animal if destruction is ordered by the court.

(e-1) After a court finds that an animal's owner has cruelly treated the animal, the court shall determine the estimated costs likely to be incurred by a municipal or county animal shelter or a nonprofit animal welfare organization to house and care for the impounded animal during the appeal process.

(e-2) After making the determination under Subsection (e-1), the court at the time of entering the judgment shall set the amount of bond for an appeal equal to the sum of:

(1) the amount of the court costs ordered under Subsection (e);
and

(2) the amount of the estimated costs determined under Subsection (e-1).

(e-3) A court may not require a person to provide a bond in an amount greater than or in addition to the amount determined by the court under Subsection (e-2) to perfect an appeal under Section [821.025](#).

(e-4) Notwithstanding any other law, the amount of court costs that a court may order under Subsection (e) and the amount of bond that a court determines under Subsection (e-2) are excluded in determining the court's jurisdiction under Subtitle A, Title 2, Government Code.

(f) The court may order that an animal disposed of under Subsection (d) (1) or (d) (2) be spayed or neutered at the cost of the receiving party.

(g) The court shall order the animal returned to the owner if the court does not find that the animal's owner has cruelly treated the animal.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 157, Sec. 1, eff. Aug. 26, 1991; Acts 1995, 74th Leg., ch. 76, Sec. 14.43, 14.44, eff. Sept. 1, 1995; Acts 2003, 78th Leg., ch. 1043, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 886 (H.B. [2328](#)), Sec. 4, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 1278 (H.B. [963](#)), Sec. 2, eff. September 1, 2011.

Acts 2017, 85th Leg., R.S., Ch. 576 (S.B. [762](#)), Sec. 2, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 739 (S.B. [1232](#)), Sec. 7, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 739 (S.B. [1232](#)), Sec. 8, eff. September 1, 2017.

Sec. 821.024. SALE OR DISPOSITION OF CRUELLY TREATED ANIMAL. (a) Notice of an auction ordered under this subchapter must be posted on a public bulletin board where other public notices are posted for the county or municipality. At the auction, a bid by the former owner of a cruelly treated animal or the owner's representative may not be accepted.

(b) Proceeds from the sale of the animal shall be applied first to any costs owed by the former owner under Section 821.023(e). The officer conducting the auction shall pay any excess proceeds to the justice or municipal court ordering the auction. The court shall return the excess proceeds to the former owner of the animal.

(c) If the officer is unable to sell the animal at auction, the officer may cause the animal to be humanely destroyed or may give the animal to a municipal or county animal shelter or a nonprofit animal welfare organization.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 387, Sec. 2, eff. June 7, 1991; Acts 2003, 78th Leg., ch. 1043, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1278 (H.B. 963), Sec. 3, eff. September 1, 2011.

Sec. 821.025. APPEAL. (a) An owner divested of ownership of an animal under Section 821.023 may appeal the order to a county court or county court at law in the county in which the justice or municipal court is located.

(b) As a condition of perfecting an appeal, not later than the 10th calendar day after the date the order is issued, the owner must file a notice of appeal and a cash bond or surety bond in an amount set by the court under Section 821.023(e-2).

(c) Not later than the fifth calendar day after the date the notice of appeal and bond is filed, the court from which the appeal is taken shall deliver a copy of the clerk's record to the clerk of the county court or county court at law to which the appeal is made.

(d) Not later than the 10th calendar day after the date the county court or county court at law, as appropriate, receives a copy of the clerk's record, the court shall consider the matter de novo and dispose of the appeal. A party to the appeal is entitled to a jury trial on request.

(e) The decision of the county court or county court at law under this section is final and may not be further appealed.

(f) Notwithstanding Section 30.00014, Government Code, or any other law, a person filing an appeal from a municipal court under Subsection (a) is not required to file a motion for a new trial to perfect an appeal.

(g) Notwithstanding any other law, a county court or a county court at law has jurisdiction to hear an appeal filed under this section.

(h) While an appeal under this section is pending, the animal may not be:

(1) sold or given away as provided by Sections [821.023](#) and [821.024](#); or

(2) destroyed, except under circumstances which would require the humane destruction of the animal to prevent undue pain to or suffering of the animal.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2003, 78th Leg., ch. 1043, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. [408](#)), Sec. 11(a), eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1278 (H.B. [963](#)), Sec. 4, eff. September 1, 2011.

Sec. 821.026. CONFLICT OF LAWS. In the event of a conflict between this subchapter and another provision of any other law relating to an appeal of a disposition regarding a cruelly treated animal, including the bond required for that appeal, this subchapter controls.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1278 (H.B. [963](#)), Sec. 5, eff. September 1, 2011.

SUBCHAPTER C. EUTHANASIA OF ANIMALS

Sec. 821.051. DEFINITIONS. In this subchapter:

(1) "Animal" has the meaning assigned by Section [821.001](#).

(2) "Animal shelter" means a facility that collects, impounds, or keeps stray, homeless, abandoned, or unwanted animals.

(3) Repealed by Acts 2015, 84th Leg., R.S., Ch. 1, Sec. 3.1639(118), eff. April 2, 2015.

(4) "Department" means the Department of State Health Services.

(5) "Executive commissioner" means the executive commissioner of the Health and Human Services Commission.

Added by Acts 2003, 78th Leg., ch. 30, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 23 (S.B. [360](#)), Sec. 1, eff. May 10, 2013.

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1639(118), eff. April 2, 2015.

Sec. 821.052. METHODS OF EUTHANASIA. (a) A person may euthanize a dog or cat in the custody of an animal shelter only by administering sodium pentobarbital.

(b) A person may euthanize all other animals in the custody of an animal shelter, including birds and reptiles, only in accordance with the applicable methods, recommendations, and procedures set forth in the edition of the American Veterinary Medical Association Guidelines for the Euthanasia of Animals that is approved by the executive commissioner.

Added by Acts 2003, 78th Leg., ch. 30, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 23 (S.B. 360), Sec. 2, eff. May 10, 2013.

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1594, eff. April 2, 2015.

Sec. 821.053. REQUIREMENTS FOR USE OF SODIUM PENTOBARBITAL. (a) The executive commissioner by rule shall establish the requirements and procedures for administering sodium pentobarbital to euthanize an animal in the custody of an animal shelter.

(b) A person may administer sodium pentobarbital to euthanize an animal in the custody of an animal shelter only in accordance with the requirements and procedures established by department rule.

Added by Acts 2003, 78th Leg., ch. 30, Sec. 1, eff. Jan. 1, 2005.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1595, eff. April 2, 2015.

Sec. 821.054. REQUIREMENTS FOR USE OF COMMERCIALY COMPRESSED CARBON MONOXIDE. (a) The executive commissioner by rule shall establish:

(1) standards for a carbon monoxide chamber used to euthanize an animal to which Section 821.052(b) applies; and

(2) requirements and procedures for administering commercially compressed carbon monoxide to euthanize an animal to which Section 821.052(b) applies.

(b) A person administering commercially compressed carbon monoxide to euthanize an animal to which Section 821.052(b) applies:

(1) may use only a carbon monoxide chamber that meets the standards established by department rule; and

(2) may administer the commercially compressed carbon monoxide only in accordance with the requirements and procedures established by department rule.

Added by Acts 2003, 78th Leg., ch. 30, Sec. 1, eff. Jan. 1, 2005.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 23 (S.B. 360), Sec. 3, eff. May 10, 2013.

Sec. 821.055. TRAINING FOR EUTHANASIA TECHNICIANS. (a) A person may not euthanize an animal in the custody of an animal shelter unless the person has successfully completed, not more than three years before the date the person euthanizes the animal, a training course in the proper methods and techniques for euthanizing animals. The training course curriculum must include:

(1) the pharmacology, proper administration, and storage of euthanasia solutions;

(2) federal and state law regulating the storage and accountability of euthanasia solutions;

(3) euthanasia technician stress management;

(4) proper restraint and handling of an animal during euthanasia;

(5) the procedures for administering commercially compressed carbon monoxide to an animal;

(6) techniques for verifying an animal's death; and

(7) the proper disposal of a euthanized animal.

(b) The department must approve the sponsors and curriculum of the training course required by this section.

(c) This section does not apply to a person licensed to practice veterinary medicine in this state.

(d) Notwithstanding Subsection (a), an employee of an animal shelter is not required to have successfully completed the training course before the 120th day following the date of initial employment.

Added by Acts 2003, 78th Leg., ch. 30, Sec. 1, eff. Jan. 1, 2005.

Sec. 821.056. OFFENSE AND PENALTY. (a) A person commits an offense if the person violates this subchapter or a rule adopted under this

subchapter.

(b) An offense under this section is a Class B misdemeanor.

Added by Acts 2003, 78th Leg., ch. 30, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1596, eff. April 2, 2015.

Sec. 821.057. INJUNCTION. A court of competent jurisdiction, on the petition of any person, may prohibit by injunction the substantial violation of this subchapter or a rule adopted under this subchapter.

Added by Acts 2003, 78th Leg., ch. 30, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1597, eff. April 2, 2015.

SUBCHAPTER E. UNLAWFUL RESTRAINT OF DOG

Sec. 821.101. DEFINITIONS. In this subchapter:

(1) "Adequate shelter" means a sturdy structure:

(A) that provides the dog protection from inclement weather;

and

(B) with dimensions that allow the dog while in the shelter to stand erect, sit, turn around, and lie down in a normal position.

(2) "Collar" means a band of material specifically designed to be placed around the neck of a dog.

(3) "Harness" means a set of straps constructed of nylon, leather, or similar material, specifically designed to restrain or control a dog.

(4) "Inclement weather" includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

(5) "Owner" means a person who owns or has custody or control of a dog.

(6) "Properly fitted" means, with respect to a collar or harness, a collar or harness that:

(A) is appropriately sized for the dog based on the dog's measurements and body weight;

(B) does not choke the dog or impede the dog's normal breathing or swallowing; and

(C) does not cause pain or injury to the dog.

(7) "Restraint" means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

Added by Acts 2021, 87th Leg., 3rd C.S., Ch. 6 (S.B. 5), Sec. 1, eff. January 18, 2022.

Sec. 821.102. UNLAWFUL RESTRAINT OF DOG; OFFENSE. (a) An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:

- (1) adequate shelter;
- (2) an area that allows the dog to avoid standing water and exposure to excessive animal waste;
- (3) shade from direct sunlight; and
- (4) potable water.

(b) An owner may not restrain a dog outside and unattended by use of a restraint that:

- (1) is a chain;
- (2) has weights attached;
- (3) is shorter in length than the greater of:
 - (A) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - (B) 10 feet; or
- (4) is attached to a collar or harness not properly fitted.

(c) A person commits an offense if the person knowingly violates this section. The restraint of each dog that is in violation is a separate offense.

(d) An offense under this section is a Class C misdemeanor, except that the offense is a Class B misdemeanor if the person has previously been convicted under this section.

(e) If conduct constituting an offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.

Added by Acts 2021, 87th Leg., 3rd C.S., Ch. 6 (S.B. 5), Sec. 1, eff. January 18, 2022.

Sec. 821.103. EXCEPTIONS. (a) Section 821.102 does not apply to:

- (1) the use of a restraint on a dog in a public camping or recreational area in compliance with the requirements of the public camping or recreational area as defined by a federal, state, or local authority or jurisdiction;

(2) the use of a restraint on a dog while the owner and dog engage in, or actively train for, an activity conducted under a valid license issued by this state provided the activity is associated with the use or presence of a dog;

(3) the use of a restraint on a dog while the owner and dog engage in conduct directly related to the business of shepherding or herding cattle or livestock;

(4) the use of a restraint on a dog while the owner and dog engage in conduct directly related to the business of cultivating agricultural products;

(5) a dog left unattended in an open-air truck bed only for the time reasonably necessary for the owner to complete a temporary task that requires the dog to be left unattended in the truck bed;

(6) a dog taken by the owner, or another person with the owner's permission, from the owner's residence or property and restrained by the owner or the person for not longer than the time necessary for the owner to engage in an activity that requires the dog to be temporarily restrained;
or

(7) a dog restrained while the owner and dog are engaged in, or actively training for, hunting or field trialing.

(b) Section [821.102](#)(b)(3) does not apply to a restraint attached to a trolley system that allows a dog to move along a running line for a distance equal to or greater than the lengths specified under that subdivision.

(c) This subchapter does not prohibit a person from walking a dog with a handheld leash.

Added by Acts 2021, 87th Leg., 3rd C.S., Ch. 6 (S.B. [5](#)), Sec. 1, eff. January 18, 2022.

Sec. 821.104. EFFECT OF SUBCHAPTER ON OTHER LAW. This subchapter does not preempt a local regulation relating to the restraint of a dog or affect the authority of a political subdivision to adopt or enforce an ordinance or requirement relating to the restraint of a dog if the regulation, ordinance, or requirement:

(1) is compatible with and equal to or more stringent than a requirement prescribed by this subchapter; or

(2) relates to an issue not specifically addressed by this subchapter.

Added by Acts 2021, 87th Leg., 3rd C.S., Ch. 6 (S.B. 5), Sec. 1, eff.
January 18, 2022.

TEXAS ADMINISTRATIVE CODE: As in effect on 6/10/2025.

TITLE 25. HEALTH SERVICES

PART 1. DEPARTMENT OF STATE HEALTH SERVICES

CHAPTER 169. ZONOSIS CONTROL

SUBCHAPTER D. STANDARDS FOR ALLOWABLE METHODS OF EUTHANASIA
FOR ANIMALS IN THE CUSTODY OF AN ANIMAL SHELTER

§169.81. Purpose.

The purpose of this subchapter is to set minimum standards for allowable methods of euthanasia for an animal(s) in the custody of an animal shelter, in accordance with the Texas Health and Safety Code, Chapter 821.

TEXAS ADMINISTRATIVE CODE: As in effect on 6/10/2025.

TITLE 25. HEALTH SERVICES

PART 1. DEPARTMENT OF STATE HEALTH SERVICES

CHAPTER 169. ZONOSIS CONTROL

SUBCHAPTER D. STANDARDS FOR ALLOWABLE METHODS OF EUTHANASIA
FOR ANIMALS IN THE CUSTODY OF AN ANIMAL SHELTER

§169.82. Definitions.

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) Animal shelter--A facility that collects, impounds, or keeps stray, homeless, abandoned, or unwanted animals.
- (2) Department--The Department of State Health Services.

TEXAS ADMINISTRATIVE CODE: As in effect on 6/10/2025.

TITLE 25. HEALTH SERVICES

PART 1. DEPARTMENT OF STATE HEALTH SERVICES

CHAPTER 169. ZONOSIS CONTROL

SUBCHAPTER D. STANDARDS FOR ALLOWABLE METHODS OF EUTHANASIA
FOR ANIMALS IN THE CUSTODY OF AN ANIMAL SHELTER

§169.83. Animal Identification and Owner Notification.

Prior to euthanasia, each animal should first be scanned for microchip identification and searched for identification tattoos; at a minimum, the abdomen, inner thighs, and inside ear flaps should be searched for tattoos. If identification is located on an animal or the animal is wearing a tag(s), reasonable efforts to locate and notify the animal's owner shall be made and documented prior to euthanasia.

TEXAS ADMINISTRATIVE CODE: As in effect on 6/10/2025.

TITLE 25. HEALTH SERVICES

PART 1. DEPARTMENT OF STATE HEALTH SERVICES

CHAPTER 169. ZONOSIS CONTROL

SUBCHAPTER D. STANDARDS FOR ALLOWABLE METHODS OF EUTHANASIA FOR ANIMALS IN THE CUSTODY OF AN ANIMAL SHELTER

§169.84. Allowable Methods of Euthanasia.

(a) Only sodium pentobarbital may be used to euthanize a dog or cat in the custody of an animal shelter.

(b) When sodium pentobarbital is used to euthanize a dog or cat, the following requirements apply.

(1) The preferential route of administration of sodium pentobarbital is intravenous injection by hypodermic needle. Other routes considered to be acceptable are:

(A) intraperitoneal injection by hypodermic needle; or

(B) intra-organ, limited to intraosseous, intracardiac, intrahepatic, intrasplenic, and intrarenal, injection by hypodermic needle.

(2) Any injection must be administered using a new, undamaged sterilized hypodermic needle of a size suitable for the size and species of the animal.

(3) Injection shall be conducted in an area out of public view and out of the view of another animal, except when euthanizing unweaned/nursing animals with their mother; when euthanizing a mother animal with her offspring, the mother animal shall be euthanized first immediately followed by euthanasia of her offspring. Additionally, the carcass(es) of any animal(s) shall be removed from the euthanasia area prior to a live animal(s) entering that area.

(4) The area used for injection shall be in a quiet location and have sufficient lighting to allow for visual accuracy during the injection process.

(5) A dose of sodium pentobarbital appropriate for the animal's weight shall be administered to that animal through the route most appropriate for that animal.

(6) Each animal given sodium pentobarbital by intraperitoneal injection must be given 3 to 4 times the intravenous dose.

(7) Each animal given sodium pentobarbital by intraperitoneal injection shall be placed in a quiet, darkened area and, except when euthanizing unweaned/nursing animals with their mother, separated from physical contact with any other animal(s) during the dying process. When euthanizing a mother animal with her offspring, the mother animal shall be euthanized first immediately followed by euthanasia of her offspring.

(8) Intra-organ injection shall not be used unless the animal is unconscious or anesthetized so that the animal is unable to feel pain.

(9) The carcass of any animal(s) euthanized by sodium pentobarbital must be stored and disposed of in a manner that minimizes the potential for scavenging by animals or humans.

(c) Any animal other than a dog or cat, including birds and reptiles, in the custody of an animal shelter shall be humanely euthanized only in accordance with the methods, recommendations, and procedures of the American Veterinary Medical Association (AVMA) in the latest edition of the *AVMA Guidelines for the Euthanasia of Animals* applicable to that species of animal.

(d) When commercially compressed carbon monoxide gas is used to euthanize an animal(s), the following requirements apply.

(1) It must be performed in a commercially manufactured carbon monoxide chamber or one designed and constructed, at a minimum, to equal the effectiveness of a commercially manufactured chamber.

(2) The chamber must be located outdoors or in a well-ventilated room.

(3) The chamber must be airtight and equipped with the following:

(A) an exhaust fan for indoor chambers which is capable of evacuating all gas from the chamber prior to the chamber being opened and is connected by a gas-type duct to the outdoors;

(B) a gas flow regulator and flow meter for the canister;

(C) a gas concentration gauge;

(D) an accurate temperature gauge for monitoring the interior of the chamber;

(E) if located indoors, a carbon monoxide monitor on the exterior of the chamber that is connected to an audible alarm system, which will sound in the room containing the chamber;

- (F) explosion-proof electrical equipment if equipment is exposed to carbon monoxide;
- (G) a view-port with either internal lighting or external lighting sufficient to allow visual surveillance of any animal(s) within the chamber; and
- (H) if designed to euthanize more than one animal at a time, independent sections or cages to separate individual animals.
- (4) The gas concentration process must achieve at least a 6% carbon monoxide gas concentration not to exceed 10% due to flammability and explosiveness throughout the chamber within 5 minutes after the introduction of carbon monoxide into the chamber is initiated.
- (5) The ambient temperature inside the chamber should not exceed 85 degrees Fahrenheit (29.4 degrees Celsius) when it contains a live animal(s). For an outdoor chamber, achievement may be facilitated by use of the chamber during early morning.
- (6) All equipment, as specified in paragraph (3)(A) - (H) of this subsection, must be in proper working order and used at all times during the operation of the chamber.
- (7) An animal(s) must be left in the chamber with a continuous gas supply for a minimum of 15 minutes.
- (8) The chamber must be thoroughly vented prior to removing any carcasses.
- (9) The chamber must be thoroughly cleaned after the completion of each cycle. Chamber surfaces must be constructed and maintained so they are impervious to moisture and can be readily sanitized.
- (10) Operation, maintenance, and safety instructions and guidelines must be displayed prominently in the area containing the chamber.
- (11) Carbon monoxide shall not be used to euthanize any animal reasonably presumed to be less than 16 weeks of age. Carbon monoxide shall also not be used to euthanize any animal that could be anticipated to have decreased respiratory function, such as the elderly, sick, injured, or pregnant. Such animals may be resistant to the effects of carbon monoxide and the time required to achieve death in these animals may be significantly increased. In animals with decreased respiratory function, carbon monoxide levels rise slowly, making it more likely that these animals will experience elevated levels of stress.
- (12) Only compatible animals of the same species may be placed in the chamber simultaneously.

(13) No live animal(s) may be placed in the chamber with a dead animal(s).

(e) Prior to using any method of euthanasia, all available measures should be taken to minimize the fear, anxiety, and distress of the animal scheduled for euthanasia.

(f) When using any of the allowable methods of euthanasia, each animal must be monitored between the time euthanasia procedures have commenced and the time death occurs, and the animal's body must not be disposed of until death is confirmed by examination of the animal for cessation of vital signs.

(g) As specified under the Texas Health and Safety Code, §821.055, a person (excluding licensed veterinarians) may not euthanize any animal in the custody of an animal shelter unless the person has successfully completed a training course in the proper methods and techniques for euthanizing animals not later than three years before the date the person euthanizes the animal. The training course must be pre-approved by the department. A person has until the 120th day following the date of initial employment to complete this training.

ARTICLE 3.02 - REGISTRATION, SALE AND ADOPTION

Footnotes:

--- (2) ---

State Law reference— *Registration of dogs and cats, V.T.C.A., Health and Safety Code, sec. 826.031 et seq.*

DIVISION 1. - GENERALLY

Sec. 3.02.001 - Registration required

All cats, dogs, ferrets and potbellied pigs kept, harbored or maintained by their owners within the city corporate limits shall be registered. Registration tags may be issued by any licensed veterinarian or any person that the city manager may designate. Applicants for a license shall state the following information:

- (1) The name, address and telephone number of the owner.
- (2) The kind and breed of animal, if known.
- (3) The sex of the animal.
- (4) The coloration of the animal and any other distinguishing characteristics.
- (5) Proof of vaccination.
- (6) Whether the animal has been spayed or neutered.

(1996 Code, sec. 3.401; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.002 - Expiration of registration

Such registration shall be valid for one year and shall expire one year from the date on which said cat, dog, ferret or potbellied pig last received a rabies vaccination, except that animals vaccinated with an approved three-year rabies vaccine may be registered with the city for three years with proof of an approved three-year vaccine.

(1996 Code, sec. 3.402; Ordinance adopted 9-18-07, § 10; Ordinance adopted 10-6-15)

Sec. 3.02.003 - Deadline for registration

All newly acquired dogs, cats, ferrets or potbellied pigs shall be registered within 30 days of their acquisition. All newly born dogs, cats, ferrets or potbellied pigs shall be registered within 16 weeks of their birth.

(1996 Code, sec. 3.403; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.004 - Registration fee

The dog, cat, ferret and potbellied pig license fee shall be as provided for in the fee schedule found in appendix A of this code.

(1996 Code, sec. 3.404; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.005 - Issuance of tag

Upon payment of the registration fee and proof of current rabies vaccination administered by a licensed veterinarian, the veterinarian or the animal services director shall issue the owner of the dog, cat, ferret and potbellied pig a metal tag for each animal. This tag shall have stamped upon it an identification number which shall be assigned to said animal each year for so long as it exists within the corporate limits of the city. This metal tag shall be exhibited on the animal's neck at all times. If the metal tag is subsequently lost, a replacement tag shall be issued or a duplicate tag shall be obtained for a fee as provided for in the fee schedule found in appendix A of this code, payable at the city animal shelter.

(1996 Code, sec. 3.405; Ordinance adopted 3-1/-5; Ordinance adopted 10-6-15)

Sec. 3.02.006 - Duty of veterinarian issuing tags

Each veterinarian who issues metal registration tags shall transmit a copy of the application and the fee to the city on a weekly basis or on such other basis mutually agreed upon by the veterinarian and the animal services director. For such services, the veterinarian shall retain \$2.00 of the fee collected.

(1996 Code, sec. 3.406; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.007 - Annual or lifetime registration

- (a) It shall be the duty of each pet owner to register their dog, cat, ferret and potbellied pig annually. On or before the expiration date of the registration, the animal services department of the city may send a notice of expiration to the owner, indicated by the records of the city, for payment of the annual fee.
- (b) As an alternative to annual registration, an animal owner may choose to register the animal for the lifetime of the animal by registering with the animal services director and paying a one-time fee as indicated in the fee schedule found in appendix A to this code.

(1996 Code, sec. 3.407; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.008 - Records retention

- (a) Annual registration information shall be kept by the city for the period specified by the state record retention schedule.
- (b) Lifetime registration information shall be kept by the city for 20 years after the date of registration of a dog, cat, or potbellied pig and for ten years after the date of registration of a ferret.

(1996 Code, sec. 3.408; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.009 - Failure to pay annual registration fee; proof of ownership

- (a) If the owner of a dog, cat, ferret and potbellied pig has not registered and paid the annual license fee within 30 days of the date it is due, the owner of the animal to which the fee applies may be cited for violation of this article. It is a defense to this section that the owner has reported to the animal services department that the animal for which the fee is due has been lost or is dead.
- (b) A certified copy of registration information shall constitute prima facie proof of ownership of an animal in any court.

(1996 Code, sec. 3.409; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.010 - Exemptions

The provisions of this article requiring a license for dogs, cats, ferrets and potbellied pigs shall not apply to:

- (1) Dogs, cats, ferrets and potbellied pigs brought into the city by nonresidents thereof when not kept in the city more than 30 days;
- (2) Dogs, cats, ferrets and potbellied pigs in veterinary hospitals or boarding kennels, provided said animals are securely confined at all times;
- (3) Dogs, cats, ferrets and potbellied pigs brought into the city and entered in any animal show or exhibition for the period of time said show or exhibition is held;
- (4) Seeing Eye dogs.

(1996 Code, sec. 3.410; Ordinance adopted 3-1-05; Ordinance adopted 10-6-15)

Sec. 3.02.011 - Selling or giving away animals

- (a) *Breeders permit required.* It shall be unlawful for a person to sell, exchange, barter, or offer to sell, exchange, or barter any animal without a breeder's permit as required under this chapter.
- (b) *Governmental property.* It shall be unlawful for a person to sell, exchange, barter, give away, or offer to sell, exchange, barter, or give away any animal from a public street, alley, easement, or right-of-way, or from property owned or controlled by a local, county, state or federal

governmental entity.

- (c) *Nongovernmental property.* It shall be unlawful for a person to sell, exchange, barter, give away, or offer to sell, exchange, barter, or give away any animal on, in, upon, through or from any premises or space upon any nongovernmental property within the city for which no arrangement has been made providing a legal right of occupancy for a period of six months or more for the purpose of conducting such transactions.
- (d) *Exception.* The provisions of this section do not apply to a person or organization recognized by the animal services director as primarily occupied with the care and rehabilitation of rescued dogs under any other provision of this chapter.

(1996 Code, sec. 3.411; Ordinance adopted 4-3-07; Ordinance adopted 10-6-15)

Secs. 3.02.012—3.02.040 - Reserved

DIVISION 2. - ADOPTION OF ANIMALS

Footnotes:

--- (3) ---

State Law reference— *Sterilization of dog or cat released for adoption, V.T.C.A., Health and Safety Code, ch. 828.*

Sec. 3.02.041 - General provisions; sterilization and microchip requirement

- (a) Animals in the custody of the city animal shelter may be adopted by individuals or qualified rescue organizations. Adoption procedures for adoptions by individuals that are not qualified rescue organizations shall be in accordance with section 3.02.042 of this article. Adoption procedures for adoptions by qualified animal rescue organizations shall be in accordance with section 3.02.043 of this article. All animals adopted from the animal shelter shall be spayed or neutered and microchipped prior to release.
- (b) No animal shall be eligible for adoption unless spayed or neutered and microchipped. The city animal shelter provides for spay or neutering and microchipping of animals prior to release for adoption. The cost of these services is included in the adoption fee.
- (c) Upon adoption of an animal under either section 3.02.042 or 3.02.043, any title or ownership interest in the animal obtained by the animal control authority under section 3.05.001(c) shall cease and transfer to the adopting individual or qualified rescue organization.

(Ordinance adopted 1-22-13; Ordinance adopted 10-6-15; Ordinance 2018-023 adopted 3-6-18)

Sec. 3.02.042 - Adoption by individuals

- (a) Applications for adoption of animals by individuals must be submitted to the director of animal services or designee for approval, along with payment of the adoption fee.
- (b) Adoptee animals will be released for adoption from a designated veterinary facility. Once an application for adoption is approved, the director of animal services or designee will inform the applicant of the name and location of the veterinary facility and the date and time of release. Adoptee animals will only be released upon presentation to the veterinary facility of adoption approval. The adopter may request a different veterinarian to perform the sterilization surgery on the unaltered animal, upon which the adopter will pay any additional surgery charges beyond the city's contracted pricing and any additional fees assessed by the veterinarian, as stated in section 3.02.044(e) of this article, and additional charges shall be paid directly to the veterinarian.
- (c) This section does not apply to animals claimed by the owner of the animal in custody of the city animal shelter and redeemed in accordance with section 3.05.004 of this chapter.

(Ordinance adopted 1-22-13; Ordinance adopted 10-6-15)

Sec. 3.02.043 - Adoption by qualified animal rescue organizations

- (a) Applications for adoption of animals by qualified animal rescue organizations must be submitted to the director of animal services for approval, along with payment of the adoption fee.
- (b) Adoptee animals will be released for adoption from a designated veterinary facility or the animal shelter if previously spayed or neutered. Once an application for adoption is approved, the director of animal services will inform the applicant of the name and location of the veterinary facility and the date and time of release. Adoptee animals will only be released upon presentation to the veterinary facility of adoption approval.
- (c) A qualified rescue organization will ensure an animal is microchipped prior to release of an animal to an adopter by either:
 - (1) Allowing the animal shelter to implant a microchip as part of appendix A, section A1.001 of this code (animal adoption fees);
 - (2) Paying the animal shelter a microchip fee as prescribed in appendix A, section A1.002 of this code, for a previously spayed or neutered animal; or
 - (3) Implantation of a microchip using their own resources and microchip devices and providing microchip information to the animal shelter.

(Ordinance adopted 1-22-13; Ordinance adopted 10-6-15)

Sec. 3.02.044 - Adoption fees

- (a) The adoption fee for adoption of animals by individuals is prescribed by appendix A, section A1.001(a) of this code.

- (b) The adoption fee for adoption of animals by qualified rescue organizations is prescribed by appendix A, section A1.001(b) of this code.
- (c) The adoption fee for adoption of previously spayed or neutered and microchipped animals is prescribed by appendix A, section A1.001(c) of this code.
- (d) The adoption fee for adoptions of previously spayed or neutered, nonmicrochipped animals is prescribed by appendix A, section A1.001(d) of this code.
- (e) Adoption fees required to be paid under sections 3.02.042 and 3.02.043 of this article constitute the city's contracted amount for sterilization surgery, registration fees, rabies vaccination fees and microchipping costs. Any fees assessed for additional veterinary services other than the city's contracted amount for sterilization surgery, registration fees, rabies vaccination fees and microchipping costs do not constitute adoption fees. The city is not liable for fees assessed for any additional veterinary services. The adopter is responsible to the veterinarian for any additional fees incurred. Changes to the city's contracted amount for sterilization surgery will result in an automatic increase or decrease to the adoption fee.
- (f) The director of animal services shall post the fee rate schedule at the beginning of each fiscal year under appendix A, article A1.000 (animal control service fees) of this code.
- (g) A qualified rescue organization shall have an option to negotiate pricing and shall be solely responsible for negotiation and payment directly to a veterinarian of any and all costs incurred for sterilization services or other services negotiated and obtained directly between a qualified rescue organization and a veterinarian.

(Ordinance adopted 1-22-13; Ordinance adopted 10-6-15)

ARTICLE 3.05 - IMPOUNDMENT

Footnotes:

--- (5) ---

State Law reference— *Restraint, impoundment and disposition of dogs and cats, V.T.C.A., Health and Safety Code, sec. 826.033; impoundment of estrays, V.T.C.A., Agriculture Code, sec. 142.009.*

Sec. 3.05.001 - General provisions

- (a) Animals found to be in violation of this chapter or found to be in circumstances in which impoundment is authorized by the provisions of this chapter shall be taken into the custody of the animal control authority and impounded at the city animal shelter.
- (b) The owner of any impounded animal shall redeem such animal in accordance with section 3.05.004 of this article and shall be required to pay to the city all fees, costs and expenses incurred in the seizure, impoundment and redemption of the animal, which shall include, but are

not limited to, an impoundment fee, daily boarding fees, alteration, vaccination and registration.

- (c) An owner of any impounded animal may voluntarily relinquish ownership of the animal to the animal control authority by executing a release to relinquish ownership. For animals not voluntarily relinquished by the owner, title and sole ownership of such animals shall automatically transfer to the animal control authority upon expiration of the redemption periods prescribed under section 3.05.002. Animals voluntarily relinquished, or not redeemed by the owner within the stated time periods, become the sole property of the animal control authority and are subject to disposition pursuant to this chapter.
- (d) Any animal running at-large may be taken up by the animal services director, his designee, or by any police officer.
- (e) It shall be unlawful for any person to permit any dog, ferret, or potbellied pig possessed, kept or harbored by him to be off his premises unless such dog, ferret, or potbellied pig is restrained on a leash or chain held by a responsible person under that person's control.

(Ordinance adopted 1-22-13; Ordinance adopted 10-6-15; Ordinance 2018-023 adopted 3-6-18)

Sec. 3.05.002 - Impoundment periods for non-identifiable and owner identifiable animals or free-roaming community cats

- (a) An impounded animal not exhibiting an identification tag or microchip shall be kept for three business days excluding the date of impoundment.
- (b) An impounded animal exhibiting an identification tag or microchip shall be kept for seven business days excluding the day of impoundment, during which period the animal services manager or designee will notify the owner identified on such tag or microchip by personal contact or mail to the address identified on the tag or microchip of the impounded animal. If the owner of an impounded animal does not claim the animal within the prescribed seven business days, disposition of the animal will be made as provided under section 3.05.005.
- (c) An ear-tipped cat shall not be impounded under this section unless a complaint has been lodged against the cat pursuant to other applicable sections of this chapter or if it has been trapped.
- (d) Immediately upon impounding an ear-tipped cat, the animal services division shall make reasonable effort to notify the appropriate free-roaming community cat sponsoring organization and inform the organization of the conditions under which the ear-tipped cat may be redeemed. If the appropriate free-roaming community cat sponsoring organization is unknown or cannot be located, the ear-tipped cat shall be assigned an impoundment identification number and kept for the appropriate impoundment period described in this section.

(Ordinance adopted 1-22-13; Ordinance adopted 2-17-15; Ordinance adopted 10-6-15)

Sec. 3.05.003 - Disposition of certain animals prior to expiration of impoundment period

Notwithstanding the prescribed impoundment periods, the director of animal services shall have the discretion to:

- (1) Dispose of an animal determined to be at risk due to a state of illness, injury or infamy in the most expedient, humane manner as possible to avoid prolonging its suffering; or
- (2) Transfer an animal determined to be at risk due to a state of illness, injury or infamy to a qualified animal rescue in accordance with section 3.02.043 of this chapter.

(Ordinance adopted 1-22-13; Ordinance adopted 10-6-15)

Sec. 3.05.004 - Redemption of impounded owner-identifiable animals or free-roaming community cats

- (a) The owner or free-roaming community cat caregiver of any impounded animal shall redeem such animal during normal hours of operation of the city animal shelter in accordance with the procedures established under this section.
- (b) No impounded animal shall be redeemed unless approved for redemption by the director of animal services. To obtain approval for redemption, the owner or free-roaming community cat caregiver shall:
 - (1) Present proof of participation in a free-roaming community cat colony or ownership, current registration, current rabies vaccination, and alteration of the animal; and
 - (2) Pay all applicable fees, costs and expenses incurred in the seizure, impoundment and redemption of the animal, including but not limited to an impoundment fee, daily boarding fees, and fees for alteration, vaccination and registration.
- (c) No impounded animal or free-roaming community cat shall be redeemed without current annual registration or proof of participation in a free-roaming community cat colony and current rabies vaccination and shall be registered and vaccinated before redemption by the owner or free-roaming community cat caregiver. If the owner or free-roaming community cat caregiver fails to provide proof of current registration or proof of participation in a free-roaming community cat colony or current rabies vaccination, the director of animal services shall register and vaccinate such impounded animal, as required.
- (d) If the owner or free-roaming community cat caregiver fails to provide proof of alteration and the animal is unaltered, the director shall transfer the animal to a designated veterinary facility for alteration. If an animal is transferred for alteration, the director of animal services will inform the owner or free-roaming community cat caregiver of the name and location of the veterinary facility and the date and time of release. Animals will only be released to the owner or free-roaming community cat caregiver upon presentation to the veterinary facility of redemption approval.
- (e) No unaltered impounded animal shall be redeemed, except under the following circumstances:
 - (1)

The owner or free-roaming community cat caregiver pays an unaltered animal fee as provided for in the fee schedule under appendix A, section A1.006 of this code (unaltered animal fee);

- (2) The owner or free-roaming community cat caregiver obtains a waiver from the health director of the unaltered animal fee as provided for in the fee schedule under appendix A, section A1.006 of this code (unaltered animal fee); or
- (3) The owner obtains a letter from a veterinarian stating health reasons as a waiver of alteration of the unaltered impounded animal.
- (4) Consideration may be given, but does not guarantee waiver to alteration, if the owner provides proof of registration of the unaltered impounded animal from a nationally recognized kennel association. This exception to the requirement of alteration may not be invoked more than two times for the same owner.

(Ordinance adopted 1-22-13; Ordinance adopted 2-17-15; Ordinance adopted 10-6-15)

Sec. 3.05.005 - Disposition of animals upon expiration of impoundment period

- (a) Upon expiration of the impoundment periods prescribed under section 3.05.002 of this article, an impounded animal is eligible for adoption in accordance with sections 3.02.041 through 3.02.044 of this chapter.
- (b) The director of animal services has the discretion to humanely euthanize any impounded animal that remains in the city animal shelter after expiration of the impoundment period and is not adopted.
- (c) Animal services shall not purposefully release for adoption any animal that has previously caused a nuisance, bitten a person, is aggressive or is potentially dangerous.

(Ordinance adopted 1-22-13; Ordinance adopted 2-17-15; Ordinance adopted 10-6-15)

Sec. 3.05.006 - Disposition of animals voluntarily relinquished by owner

- (a) Upon voluntary relinquishment by an owner and submission of a signed owner release form, an animal is automatically eligible for adoption in accordance with sections 3.02.041 through 3.02.044 of this chapter.
- (b) The director of animal services has the discretion to humanely euthanize any animal which has voluntarily been relinquished and for which an owner release form has been obtained.

(Ordinance adopted 1-22-13; Ordinance adopted 10-6-15)

ARTICLE 3.07 - CRUELTY TO ANIMALS

Footnotes:

--- (6) ---

State Law reference— *Cruelty to livestock animals, V.T.C.A., Penal Code, sec. 42.09; cruelty to nonlivestock animals, V.T.C.A., Penal Code, sec. 42.092; disposition of cruelly treated animals, V.T.C.A., health and Safety Code, sec. 821.021 et seq.; dog fighting, V.T.C.A., Penal Code, sec. 42.10.*

Sec. 3.07.001 - Definition

In this article, "cruelly treated" includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, water, care, or shelter, cruelly confined, or caused to fight with another animal.

(1996 Code, sec. 3.1801; Ordinance adopted 9-18-07 § 6; Ordinance adopted 10-6-15)

Sec. 3.07.002 - Seizure of cruelly treated animal

- (a) If the animal services director or the director's designee has reason to believe that an animal has been or is being cruelly treated, he may apply to the municipal court for a warrant to seize the animal.
- (b) On a showing of probable cause to believe that the animal has been or is being cruelly treated, the court shall issue the warrant and set a time within ten days of the date of issuance for a hearing in the court to determine whether the animal has been cruelly treated.
- (c) The officer executing the warrant shall cause the animal to be impounded and shall give written notice to the owner of the animal of the time and place of the hearing.

(1996 Code, sec. 3.1802; Ordinance adopted 11-16-99; Ordinance adopted 10-6-15)

Sec. 3.07.003 - Hearing; order of sale or return of animal

- (a) A finding in county court that the owner of an animal is guilty of an offense under section 42.09 or 42.092, Penal Code, involving the animal is prima facie evidence at a hearing authorized by Health and Safety Code, section 821.022 that the animal has been cruelly treated.
- (b) A statement of an owner made at a hearing provided for under this section is not admissible in a trial of the owner for an offense under section 42.09, Penal Code.
- (c) Each interested party is entitled to an opportunity to present evidence at the hearing.
- (d) Except as provided by subsection (e) of this section, if the court finds that the animal's owner has cruelly treated the animal, the court shall:
 - (1) Order a public sale of the animal by auction;
 - (2) Order the animal given to a nonprofit animal shelter, pound, or society for the protection of animals; or
 - (3) Order the animal humanely destroyed if the court decides that the best interests of the animal or that the public health and safety would be served by doing so.

- (e) If the court finds that the animal's owner has cruelly treated the animal and that the animal is farm livestock, the owner shall be divested of ownership and the court shall:
 - (1) Order a public sale of the animal by auction;
 - (2) Order the animal given to a nonprofit animal shelter, pound, or society for the protection of animals; or
 - (3) Order the animal humanely destroyed if the court decides that the best interests of the animal or that the public health and safety would be served by doing so.

In this subsection, "farm livestock" means cattle, hogs, sheep, goats, mules, horses, jacks, jennies, or poultry raised or used on a farm or ranch for food or for the production of legal income.

- (f) The court may order that an animal disposed of under subsection (d)(1) or (d)(2) of this article be spayed or neutered at the cost of the receiving party.
- (g) The court shall order the animal returned to the owner if the court does not find that the animal's owner has cruelly treated the animal.

(1996 Code, sec. 3.1803; Ordinance adopted 11-16-99; Ordinance adopted 10-6-15)

Sec. 3.07.004 - Sale or disposition of cruelly treated animal

- (a) Notice of an auction ordered under this article must be posted on a public bulletin board where other public notices are posted for the city. At the auction, a bid by the former owner of a cruelly treated animal or the owner's representative may not be accepted.
- (b) Proceeds from the sale of the animal shall be applied first to the expenses incurred in caring for the animal during impoundment and in conducting the auction. The officer conducting the auction shall pay any excess proceeds to the municipal court ordering the auction. The court shall return the excess proceeds to the former owner of the animal.
- (c) If the officer is unable to sell the animal at auction, he may cause the animal to be destroyed or may give the animal to a nonprofit animal shelter, pound, or society for the protection of animals.

(1996 Code, sec. 3.1804; Ordinance adopted 11-16-99; Ordinance adopted 10-6-15)

State Law reference— Disposition of cruelly treated animals, V.T.C.A., Health and Safety Code, sec. 821.021 et seq.

Sec. 3.07.005 - Appeal

- (a) An owner of an animal ordered sold at public auction as provided in this article may appeal the order.
- (b) While an appeal under this section is pending, the animal may not be sold, destroyed, or given away as provided by Health and Safety Code, sections 821.022-821.024.

(1996 Code, sec. 3.1805; Ordinance adopted 11-16-99; Ordinance adopted 10-6-15)

Sec. 3.07.006 - Traps with holding mechanisms

No person shall set up or allow to be set up on his property steel jaw traps, spring traps with "teeth" or perforated edges on the holding mechanism, or any type of trap with a holding mechanism designed in such a fashion as to reasonably ensure the cutting, slicing, tearing, or otherwise traumatizing of the entrapped prey for the purpose of ensnaring domestic or wild animals within the city limits, unless the use of such traps is specifically deemed necessary by the department of public health in or for the control of communicable disease. This section is not to be construed to include those traps designed to kill common rodents, i.e., rats, mice, gophers and groundhogs; provided that the owner is responsible for taking care that any of the above-said "rodent" traps are not placed or used on or about his property in such a manner as to reasonably ensure the trapping of any other domesticated or wild animal, or of a human. It shall be a prima facie violation of this section that the traps proscribed herein were, in fact, set up by the person in question, or were allowed to be set up by the person in question; no intent or further culpable mental state shall be required to prove such a prima facie violation.

(1996 Code, art. 3.1400; Ordinance adopted 11-16-99; Ordinance adopted 10-6-15)

Staff Report



Requestor: Morgan Chegwidan, Assistant Director of Neighborhood Services, Neighborhood and Family Services, 325-657-4224

Meeting Date: June 26, 2025

Item type: Regular Item

Caption:

Discussion and consideration of reporting loose and/or vicious animals (Presentation by Interim Assistant Director of Neighborhood & Family Services Angela Bloss)

Summary/History:

The City of San Angelo Animal Services division exists to prevent the spread of disease from animals to humans. Staff also responds to a number of other calls for service of varying urgency. The attached policy serves to categorize services as emergency, high, medium or low.

Animal services officers are on regular duty assignment Monday through Friday from 7:00am – 5:00pm, excluding city-approved holidays. During normal hours, calls for service may be prioritized as prescribed in this policy. Citizens may call 325-657-4224 to report animal concerns.

One animal services officer is assigned to an on-call duty assignment after hours and on holidays. On-call officers may only respond to calls for service categorized as “emergency” in the attached exhibit. Citizens may call 325-657-4315 to report these types of animal concerns.

Calls for service have been organized into four categories including:

- Emergency.
- High.
- Medium.
- Low.

Emergency calls for service include but are not limited to:

- Aggressive dog at large.
- Sick or injured animal.
- Livestock at large.
- Bite investigation.
- Cruelty investigation.
- Police or Fire Department assistance.

Emergency calls take precedence over any other activity and must be handled immediately. If the officer assigned to that sector is not available, another officer should be dispatched immediately to ensure incidents

are addressed in a timely manner. Response to other calls for service will be delayed until emergency calls have concluded.

Only aggressive dogs at large or dogs in a school yard with children present should be considered an emergency. Other dogs at large are categorized as high priority (see below).

High priority calls for service include but are not limited to:

- Dog at large.
- Animal in trap.
- Deceased animal pickup.

Calls for service which are high priority are the next items to be considered in the field. High priority calls for service, such as dog at large, must be handled immediately unless the officer is on an emergency call (as defined above). Other high priority calls for service, such as animal in trap or deceased animal pickup, must be handled same day.

Medium priority calls for service include but are not limited to:

- Check conditions.
- Eviction proceedings.
- Caught stray dog.

Calls for service which are medium priority should be handled same day but can be postponed if a large volume of emergency or high priority calls are also dispatched. Checking the residence's conditions for certain offenses are categorized as medium priority, such as following up with a previously identified rabies vaccine, microchip or spay/neuter violation.

Low priority calls for service include but are not limited to:

- Check conditions.
- Deceased animal pickup (domestic on private property).
- Nuisance wildlife.
- Shelter-neuter-release of cats.

Calls for service which are categorized as low priority may be postponed until next day if necessary. Checking the residence's conditions for certain offenses are low priority, such as initial allegation of non-compliance with rabies vaccine, microchip or spay/neuter regulations.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | hours | hours.pdf |
| 2. | 191231 SOP Prioritization of Calls for Field Services FINAL | 191231 SOP Prioritization of Calls for Field Services FINAL.docx |

Presentation:

Approvals/Reviews:

Morgan Chegwidden
Kathleen Dabbert

Created/Initiated
Final Approval

San Angelo Animal Services

Hours of Operation



SHELTER SERVICES

Intake, Owner Redemptions

10:00 AM - 6:00 PM

Monday - Friday

Microchip, Permits, Inquiries

10:00 AM - 6:00 PM

pets@cosatx.us

Adopt, Foster, Volunteer

CVPAWS.ORG

3134 US Hwy 67 N

FIELD SERVICES

Calls for Service

Loose dog, Welfare
Check, Trapped wildlife

Monday - Friday

7:00 AM - 5:00 PM

(325)657-4224

cosatx.us/animals

AFTER-HOURS

Emergency Response

(325)657-4315

Aggressive loose dog, Animal
bite, Injured animal



City of San Angelo Animal Services

Standard Operating Procedure name/number: Prioritization of Calls for Field Services	
Original Date of Issue: 12/31/2019	Revision Effective Date: Click or tap to enter a date.
Section: (click for drop down) Field Srvs	Applies to: (click for drop down) ALL Other: Click or tap here to enter text.
Written/Revised by: Morgan Chegwidden	
Approved by: Morgan Chegwidden	
Date: 12/31/2019	

How this procedure relates to the mission
Serve the most vulnerable pets and people while managing limited resources.

Related Policies	
Responding to calls – normal hours	
Responding to calls – after hours	
Documenting Daily Response to Cases	

Definitions	
Call for service	An incident that emergency services or public safety organizations are assigned to resolve, handle, or assist with.
Euthanasia	Sometimes referred to as "putting an animal to sleep" or "putting an animal down," means deliberately and painlessly ending an animal's life.
Rehabilitative Efforts	Actions and programs aimed at restoring an animal to a former state of health, functionality, or constructive activity.

Rescue Team	A rescue team is a group of individuals, typically trained professionals, who are deployed to save pets from dangerous situations or emergencies.
Nonprofit partner	A relationship between a nonprofit and for-profit entity in which each agrees to contribute resources to achieve a shared vision.

Procedures		
The City of San Angelo Animal Services division exists to prevent the spread of disease from animals to humans. Staff also responds to a number of other calls for service of varying urgency. This policy serves to categorize services as emergency, high, medium or low.		
General	Authority	Chapters 821, 822, 823, 826, 828 and 829 of the state health code, chapter 169 of the state administrative code as well as local ordinance chapter 3 dictate services to be offered by the animal services division.
	Hours of operation	<p>Animal services officers are on regular duty assignment Monday through Friday from 7:00am – 5:00pm, excluding city approved holidays. During normal hours, calls for service may be prioritized as prescribed in this policy. Citizens may call 325-657-4224 to report animal concerns.</p> <p>One animal services officer is assigned to on call duty assignment after hours and on holidays. On call officers may only respond to calls for service categorized as “emergency” in the attached exhibit. Citizens may call 325-657-4315 to report these types of animal concerns.</p>
Calls for service have been organized into four categories including: <ul style="list-style-type: none"> • Emergency • High • Medium • Low 	Emergency calls for service include but are not limited to:	<ul style="list-style-type: none"> • Aggressive dog at large. • Sick or injured animal. • Livestock at large. • Bite investigation. • Cruelty investigation. • Police or Fire Department assistance. <p>Emergency calls take precedence over any other activity and must be handled immediately. If the officer assigned to that sector is not available, another officer should be dispatched</p>

		<p>immediately to ensure incidents are addressed in a timely manner. Response to other calls for service will be delayed until emergency calls have concluded. Only aggressive dogs at large or dogs in a school yard with children present should be considered an emergency. Other dogs at large are categorized as high priority (see below).</p>
	<p>High priority calls for service include but are not limited to:</p>	<ul style="list-style-type: none"> • Dog at large. • Animal in trap. • Deceased animal pickup. <p>Calls for service which are high priority are the next items to be considered in the field. High priority calls for service, such as dog at large, must be handled immediately unless the officer is on an emergency call (as defined above). Other high priority calls for service, such as animal in trap or deceased animal pickup, must be handled same day.</p>
	<p>Medium priority calls for service include but are not limited to:</p>	<ul style="list-style-type: none"> • Check conditions. • Eviction proceedings. • Caught stray dog. <p>Calls for service which are medium priority should be handled same day but can be postponed if a large volume of emergency or high priority calls are also dispatched. Checking the residence's conditions for certain offenses are categorized as medium priority, such as following up with a previously identified rabies vaccine, microchip or spay/neuter violation.</p>
	<p>Low priority calls for service include but are not limited to:</p>	<ul style="list-style-type: none"> • Check conditions. • Deceased animal pickup (domestic on private property). • Nuisance wildlife. • Shelter-neuter-release of cats. <p>Calls for service which are categorized as low priority may be postponed until next day if necessary. Checking the residence's conditions for certain offenses are low priority, such as initial allegation of non-compliance with rabies vaccine, microchip or spay/neuter regulations.</p>

This is not meant to be an exhaustive list of all calls for service the animal services division may receive. The response time to each dispatched call may also be impacted by the training and skill set

of the officer. For example, not all officers can safely haul the large animal trailer which could increase the response time to a livestock at large call.

City of San Angelo
Animal Services
Prioritization of Calls for Service
Exhibit A

Emergency	Dog at large - aggressive
Emergency	Dog at large - at school yard
Emergency	Sick/Injured animal - domestic
Emergency	Sick/Injured animal - wildlife
Emergency	Livestock at large
Emergency	Bite Investigation - human victim bitten by high risk animal
Emergency	Bite Investigation - human victim bitten by other animal
Emergency	Bite Investigation - domestic animal bitten by high risk animal
Emergency	Bite Investigation - domestic animal bitten by other animal
Emergency	Cruelty Investigation - domestic pet
Emergency	Cruelty Investigation - livestock
Emergency	Cruelty Investigation - other
Emergency	Police assist - animal interfering with investigation/arrest
Emergency	Fire assist - animal interfering with emergency medical
High	Dog at large
High	Dog at large - evasive, danger to itself
High	Animal trap - high risk animal
High	Animal trap - other (fee)
High	Deceased animal pickup - public right of way
High	Deceased animal pickup - private property (wildlife)
Medium	Check conditions - non-compliance with RVMCSN follow up
Medium	Check conditions - non-compliance with dangerous dog declaration
Medium	Check conditions - dog tethering
Medium	Check conditions - prohibited animal
Medium	Eviction proceedings - assist landlord in removal of property (pets)
Medium	Caught stray dog
Low	Check conditions - non-compliance with RVMCSN initial call
Low	Check conditions - non-compliance with multi-pet permit
Low	Check conditions - non-compliance with community cat ordinance
Low	Check conditions - distance for livestock
Low	Deceased animal pickup - private property (domestic) (fee)
Low	Nuisance wildlife trapping/securing
Low	SNR cat release

Staff Report



Requestor: Morgan Chegwidden, Assistant Director of Neighborhood Services, Neighborhood and Family Services, 325-657-4224

Meeting Date: June 26, 2025

Item type: Regular Item

Caption:

Discussion and consideration of publishing a request for proposal for veterinary services (Presentation by Interim Assistant Director of Neighborhood & Family Services Angela Bloss)

Summary/History:

Dr. Victor Schulze is ending the City's professional services agreement with North Bentwood Vet. Staff recommends publishing a request for proposal to competitively connect with the ideal services and price for this professional services agreement.

The complete RFP is attached but in summary, the scope of service is:

- Provide veterinary license permissions to vendors to allow Animal Services staff to order vaccines, medications, drugs, and related supplies for use at the Shelter.
- Provide Drug Enforcement Agency licenses for City Animal Services to order medications, drugs, and related supplies for use at the Shelter.
- Conduct routine Shelter inspections at least monthly to insure compliance with all state and federally mandated requirements related to operations at the Shelter.
- Assist City in proceedings before regulatory agencies or courts that relate to Provider's Services rendered under this Agreement. This may include, but shall not be limited to:
 - Accompany City staff when meeting with regulatory agencies for compliance purposes, such as Shelter inspections at an hourly rate.
 - Assist City with reviewing and/or preparing any regulatory agency required reports or other documentation.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or proceedings arising from the performance of this Agreement.

Financial Impact:

Current budget is \$9,720.00 but proposals may come in higher with additional funding needed.

Other Information/Recommendation:

Staff recommends approval of the request for proposal.

Attachments:

- | | | |
|----|---------------------------------|--------------------------------------|
| 1. | AS-01-25 Veterinary Services v3 | AS-01-25 Veterinary Services v3.docx |
|----|---------------------------------|--------------------------------------|

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Kathleen Dabbert	Final Approval



City of San Angelo

REQUEST FOR PROPOSALS

RFP AS-01-25 • Animal Services
Veterinary Services

SUBMITTAL DEADLINE: [AVAILABLE ON CITY OF SAN ANGELO - BONFIRE](#)

CITY OF SAN ANGELO • PURCHASING DIVISION • 72 WEST COLLEGE AVENUE • SAN ANGELO, TEXAS 76903



TABLE OF CONTENTS

1. INVITATION4

1.1 General4

1.2 Confidentiality4

1.3 Document Availability.....4

1.4 Insurance and Indemnification Requirements.....4

1.5 Interpretations4

1.6 Required Response4

1.7 Deadline and Delivery Location4

1.8 Addenda.....4

1.9 Award of Contract5

1.10 Acceptance of Proposal Content5

1.11 Equal Employment Opportunity5

1.12 Proposal Term5

2. INSTRUCTIONS TO RESPONDENTS6

2.1 Corrections, Additions, or Deletions.....6

2.2 Examinations of RFP Documents6

2.3 Taxes6

2.4 Authorized Signature6

2.5 Modification or Withdrawal of Proposals.....6

2.6 Restrictions on Communication6

2.7 Disqualification.....7

2.8 Reservations7

2.9 Acceptance7

2.10 Order Placement.....7

2.11 Invoices and Payment.....7

2.12 Gratuities.....8

2.13 Termination8

2.14 Force Majeure.....8

2.15 Assignment – Delegation8

2.16 Waiver.....8

2.17 Modifications8

2.18 Interpretation – Parol Evidence.....8

2.19 Applicable Law8

2.20 Advertising8

2.21 Right to Assurance.....9

2.22 Equal Employment Opportunity9

2.23 Conflict of Interest9

2.24 Certificate of Interested Parties (Form 1295).....9

2.25 Taxes and Permits10

2.26 Examination of Contract Documents10

2.27 Legal Venue.....10

2.28 Funds - Price.....10

2.29 Proposal Term10

3. GENERAL NOTES.....11

3.1 Local Presence11

3.2 Fees and Charges11

3.3 Background.....11

4. SCOPE OF SERVICES REQUESTED.....13

4.1 Creditworthiness13

4.2 Customer Service13

4.3 References.....14

4.4 Master Depository Agreement and Service Agreements.....14

4.5 Implementation Timeline.....14



CITY OF SAN ANGELO, TEXAS

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • sapurch@cosatx.us

4.6 Consolidated Account Structure with Sweep Mechanism..... 15

4.7 Automated Cash Management Information Access..... 16

4.8 Standard Collection and Deposit Services..... 16

4.9 Remote Deposit 18

4.10 NSF Checks Received..... 18

4.11 Disbursing Services 18

4.12 Positive Pay and Reconciliation Services..... 19

4.13 Funds Transfer and Wires Services..... 19

4.14 ACH Services..... 20

4.15 Collateral Requirements 20

4.16 Safekeeping Services 21

4.17 Account Analysis..... 22

4.18 Monthly Statements 22

4.19 Account Executive 22

4.20 Overdrafts 22

4.21 Stop Payments..... 23

4.22 Alternative Services Offered 23

4.23 Image Lockbox..... 24

4.24 Check Printing..... 25

5. RFP SUBMISSION FORMAT 26

5.1 Cover Page 26

5.2 Table of Contents..... 26

5.3 Scope Section..... 26

5.4 Staff Qualifications and Experience 26

5.5 Responses to Services Required..... 26

5.6 Firm Experience and References 26

5.7 Fee schedule 26

5.8 Additional Data..... 26

5.9 Required Forms (Please submit all required forms.) 26

6. ATTACHMENTS 27

7. SELECTION PROCESS..... 28

8. REQUIRED SUBMISSION FORMS 30

Special Insurance Rider..... 31

Verification Relation to Prohibited Contracts..... 34



1. INVITATION

1.1 General

The City of San Angelo Animal Services Division requests proposals from a provider who is a licensed veterinarian and holds the necessary licenses with the federal and state agencies to oversee basic medical treatment protocols of animals under the City's in custody including: treatment of contagious disease (upper respiratory infection, bordatella), parasitic treatment (gastrointestinal, skin), other comment ailments treatable in a shelter setting, chemical capture of dogs at large, and euthanasia. For a proposal to be considered, the institution responding to this proposal ("Respondent") must be located within the County limits of Tom Green County and demonstrate the capacity to perform the services described in this Request for Proposals ("RFP")."

1.2 Confidentiality

All submissions shall remain confidential. After award, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

1.3 Document Availability

Solicitation Documents can be downloaded from the City's website at <https://cosatx.bonfirehub.com/>. To locate the documents on the Bonfire Portal, go to:

Bid Information > RFP: AS-01-25/Veterinary Services

1.4 Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

1.5 Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via [Bonfire](#). Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued as an addendum and posted on the City's eProcurement portal, Bonfire. Only questions answered by formal addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.6 Required Response

The City requires a response to Request for Proposal (RFP) notifications sent to potential vendors. Should a company choose not to participate, then to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

1.7 Deadline and Delivery Location

Sealed submittals must be received no later than **the posted submission deadline listed in City's e-Procurement Portal ([Bonfire](#))**. The time recorded in Bonfire will serve as the official record of time. Bids received after the bidding deadline, regardless of the mode of delivery, will not be considered.



It is the sole responsibility of the vendor to ensure that the sealed submittal arrives via Bonfire by the specified deadline.

Faxed, e-mailed, or physically submitted proposals will not be accepted.

1.8 Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's eProcurement portal, Bonfire. Respondents should **acknowledge any addenda and return the "Addenda Acknowledgement" form with their proposal package.** Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.

1.9 Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

The City will select the most highly qualified Respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

1.10 Acceptance of Proposal Content

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

1.11 Equal Employment Opportunity

Respondents are required to ensure that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

1.12 Proposal Term

The term of this Agreement shall be for a period of THREE (3) YEARS. The City shall have two (2) one (1) year options to extend the term hereof, subject to the availability and appropriation of funds. The term of this Agreement will renew automatically unless either party provides notice in writing at least ninety (90) days prior to the expiration of each term.

Points of Contact

Jeffrey Tomlinson, Manager
Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Morgan Chegwiddden, Interim Director
Neighborhood and Family Services
City of San Angelo
3142 Highway 67 North
San Angelo, Texas 76905



2. INSTRUCTIONS TO RESPONDENTS

2.1 Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation (RFP) will be in the form of written addenda.

2.2 Examinations of RFP Documents

Respondents are expected to examine all specifications, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

2.3 Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

2.4 Authorized Signature

Proposals must show vendor name, address, and can be signed digitally. The person signing the proposal must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the proposal.

2.5 Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date using the Bonfire system. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.6 Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials, City staff, or contracted agents of the City regarding the RFP from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City officials/employees/agents from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration and from opportunities to bid on future projects.

Exceptions to the Restrictions on Communication with City employees include:

- A. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity.
- B. Casual social contacts that do not include mention of the RFP.
- C. Respondents may submit written questions concerning this RFP via Bonfire [eProcurement](#) system up to a week prior to submission due date. Questions received after the stated deadline will not be answered. Submission of questions to any other party prior to award may result in the disqualification of a respondent from bidding on this project as well as future projects for the City.

It is required that all questions be sent [via](#) Bonfire. Questions submitted and the City's responses will be published in the form of addenda to the City's [eProcurement](#) system, Bonfire. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding.

- A. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions, and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests.



- B. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process must submit a written request no later than five (5) calendar days from the date the letter was sent. Failure to submit a letter in writing to the Purchasing office prior to the end of the fifth day shall be at the risk of the respondent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

2.7 Disqualification

The respondent may be disqualified for any of the following reasons:

- C. The respondent is involved in any litigation against the City of San Angelo.
- D. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City.
- E. The response is deemed non-conformant/non-responsive to the criteria/instructions highlighted herein.
- F. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency.
- G. The proposal is not received by the proposal submittal deadline; or,
- H. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.

2.8 Reservations

The City expressly reserves the right to accept, reject, or cancel all proposals AND:

- A. Waive any defect, irregularity, or informality in any proposal or bidding procedure.
- B. Extend the proposal closing time and date.
- C. Reissue a bid invitation or RFP.
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified unless the vendor specifies otherwise.

2.9 Acceptance

Acceptance of respondent's qualifications will be in the form of a letter of engagement and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2.10 Order Placement

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without the express authorization of a Procurement Official shall be at the risk of the vendor.

2.11 Invoices and Payment

Contractor will submit an account analysis monthly for all services rendered pursuant to this Request for Proposals. The account analysis will be addressed to the designated City Point of Contact.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.



2.12 Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.13 Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be affected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.14 Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.15 Assignment – Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.16 Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.17 Modifications

This contract can be modified or rescinded only in writing signed by both of the parties or their duly authorized agents.

2.18 Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

2.19 Applicable Law

This agreement is subject to all applicable federal and state laws, statutes, codes, rules and regulations and all local ordinances, rules, and regulations. This agreement is also subject to the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2.20 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.



2.21 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

2.22 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

2.23 Conflict of Interest

Vendor agrees to comply with the conflict of interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.24 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016.



Filing Process:

On January 1, 2016, the ethics commission made available on its website a filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. **The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.**

Information regarding how to use the filing application and the application are both available at <https://www.ethics.state.tx.us/filinginfo/1295/>. Instructional videos are available under the heading Instructional Videos for Business Entities.

2.25 Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

2.26 Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with all solicitation and contract documents. The failure or neglect of a vendor to receive or examine any of the solicitation or contract documents shall in no way relieve them from any obligations with respect to their submission or to any resulting contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.27 Legal Venue

Tom Green County, Texas

2.28 Funds - Price

Following negotiations, the vendor will establish a price agreement with the City. The work will be selected based on availability of funds.

2.29 Proposal Term

The base term of this Agreement will be for three (3) years effective from the award date by the City Council. The City shall have two (2) one (1) year options to extend the term hereof, subject to the availability and appropriation of funds. The term of this Agreement will renew automatically unless either party provides notice in writing at least ninety (90) days prior to the expiration of each term.

- Approximately \$8 million is processed in payables monthly with a weekly cycle.
- Approximately \$8 million is processed in total payroll twice a month (15th and last day of the month).



3. SCOPE OF SERVICES REQUESTED

3.1 Acknowledgements

Provider acknowledges to City that: it possesses all qualifications, licenses and expertise required for the performance of Services, it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City, all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each, and Services will be provided in the manner described in Exhibit A, Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license, Services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

3.2 Scope of Services

- Provide veterinary license permissions to vendors to allow Animal Services staff to order vaccines, medications, drugs, and related supplies for use at the Shelter.
- Provide Drug Enforcement Agency licenses for City Animal Services to order medications, drugs, and related supplies for use at the Shelter.
- Conduct routine Shelter inspections at least monthly to insure compliance with all state and federally mandated requirements related to operations at the Shelter.
- Assist City in proceedings before regulatory agencies or courts that relate to Provider's Services rendered under this Agreement. This may include, but shall not be limited to:
- Accompany City staff when meeting with regulatory agencies for compliance purposes, such as Shelter inspections at an hourly rate.
- Assist City with reviewing and/or preparing any regulatory agency required reports or other documentation.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or proceedings arising from the performance of this Agreement.



CITY OF SAN ANGELO, TEXAS

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • sapurch@cosatx.us



4. RFP SUBMISSION FORMAT

Qualifications shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

To aid in the evaluation, all responses shall follow the same general format.

4.1 Cover Page

Show the subject, the name of your firm, address, telephone number(s), name of contact person, and date. Clearly indicate "RFP: AS-01-25 Veterinary Services" on this page.

4.2 Table of Contents

Include a clear identification of services by section and by page number.

4.3 Scope Section

Clearly describe the scope of the required services to be provided. Please provide responses to all items in the **Scope of Services Requested** section of this Request for Proposals.

4.4 Staff Qualifications and Experience

Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff experience and qualifications.

4.5 Responses to Services Required

Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested.

4.6 Experience and References

Please provide information in this section to demonstrate experience, responsiveness, a high level of customer service, and documented results, to include at a minimum:

- Using the References form provided in the **Required Submission Forms**, respondents shall list references from at least three comparable Texas governmental clients. For each reference, include the Government or Company Name, Location, Contact Person (and Title), Telephone Number, Scope of Work, and Contract Period.

4.7 Fee schedule

- Provide all proposed fees.
- Provide any additional information considered essential to this proposal and all other required forms.

4.8 Required Forms (Please submit all required forms.)

Complete all required forms specified in the **Required Submission Forms** section.



5. ATTACHMENTS

A. Exhibit A-



6. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 60 days after the opening.

The City’s process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within sixty (60) days after the opening.
2. The City reserves the right to revise the proposal and then request “Best and Final Offers” from the top candidates following the initial evaluation.
3. The City will then select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection process, the contract negotiation process begins, and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required. If modifications are discussed but not mutually agreed upon, a final contract may still be negotiated and mutually agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will notify that respondent in writing that formal negotiations are ended.
5. The City may then negotiate with the next ranked respondent. This process continues in the order of the selection ranking until a final contract is reached or all proposals are rejected.
6. The City reserves the right to reject all proposals and procure goods/services through alternative means.

The proposals will be evaluated based on the criteria and weighting detailed below:

Item	Criteria	Points
1	Experience in providing veterinary services, especially for similar organizations or animals. (e.g., shelter animals, livestock, exotics, etc.)	40
2	Quality and Clarity of the proposed method for delivering services, including animal care protocols, record-keeping, and follow-up care.	25
3	Reasonableness and competitiveness of the fee structure.	20
4	References- feedback from previous clients and demonstrated performance in similar contracts.	10
5	Proof of Licensure, insurance, and compliance with state and federal agencies.	5
Total		100



7. REQUIRED SUBMISSION FORMS

Submit:

Failure to submit required forms may result in the rejection of your submission.

Please submit all forms in the following order:

- Response to RFP: AS-01-25 VETERINARY SERVICES
- Contact Information Form
 - Attach a Current Copy of IRS Form W-9
- Addenda Acknowledgment Form
- Disclosure of Certain Relationships Form
- Debarment and Suspension Certification
- Local Preference Consideration Application & Economic Impact Details
- Vendor Compliance with Reciprocity on Non-Resident Vendors
- List of References
- Special Insurance Rider
 - Certificate of Insurance (ACORD 25 FORM)
- Verification Relating to Prohibited Contracts
- Sample Contract Documents

1295 Form Requirement

At Council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at <https://www.ethics.state.tx.us/filinginfo/1295/> will be required within thirty (30) days following the date of Council action. Failure to submit the Form 1295 to Purchasing within the prescribed time limit may result in loss of contract(s).

Anti-Lobbying Agreement

In submitting its proposal, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

SUBMIT ALL FORMS BEYOND THIS POINT



Special Insurance Rider

The City of San Angelo requires contractors doing business with the City to provide and continuously maintain in effect at all times during the contract term insurance coverages as indicated on this Special Insurance Rider. Prior to commencement of Work, Contractor shall provide the City’s Risk Management Office with a Certificate of Insurance on ACORD 25 Form that confirms that Contractor has insurance coverages in compliance with the City’s minimum insurance requirements set forth herein.

Commercial General Liability

This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider’s employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

MINIMUM LIMIT(S):

\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$100,000	Fire Damage

Business Auto Liability

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

MINIMUM LIMIT(S):

\$1,000,000	Each Accident Limit
-------------	---------------------

Workers’ Compensation and Employer’s Liability

If Provider hires any employees, Provider shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect Provider against all claims under applicable state workers’ compensation laws and employer’s liability. The insured shall also be protected against claim for injury, disease, or death of employees which for any reason, may not fall within the provisions of a workers’ compensation law. Coverage shall not be less than:

MINIMUM LIMIT(S):

\$500,000	Employer’s Liability, Each Accident
\$500,000	Employer’s Liability, Disease – Each Employee
\$500,000	Employer’s Liability, Disease – Policy Limit

Professional Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000	Combined Single Limits
-------------	------------------------



Environmental/Pollution Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

Cyber Liability

This policy shall be an occurrence-type policy and shall protect provider and additional insured against all claims arising from cyber-attacks against the insured, members of the public, and the City. Coverage shall not be less than:

MINIMUM LIMIT(S):

- \$5,000,000 Privacy Notification and Crisis Management Expense
- \$5,000,000 Information Security and Privacy Liability
- \$5,000,000 Regulatory Defense and Penalties
- \$5,000,000 Payment Card Industry Fines and Assessments
- \$5,000,000 Website Media
- \$5,000,000 Business Interruption
- \$5,000,000 Extra Expense
- \$5,000,000 Data Assets Coverage
- \$5,000,000 Cyber-Extortion
- \$5,000,000 Computer Fraud
- \$5,000,000 Funds Transfer Fraud
- \$5,000,000 Social Engineering/ Fraudulent Instruction Coverage

Builder’s Risk (All-Risk)

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

Liquor Liability



CITY OF SAN ANGELO, TEXAS

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

All insurance policies required herein shall be drawn in the name of Contractor with the City of San Angelo as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

Upon request of the City of San Angelo, Contractor shall produce copies of insurance policies and/or endorsements that reflect the required insurance coverages and endorsements.

Certificate Holder:

**City of San Angelo, Texas
72 W. College Avenue
San Angelo, Texas 76903**

Written contracts will contain more detailed information regarding insurance requirements.

Bonds are required for contracts that meet the following guidelines:

- Contract in excess of \$100,000 requires a Performance Bond
- Contract in excess of \$50,000 requires a Payment Bond

The Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code) per Texas Government Code Sec. 2253.021 and must be payable to the City of San Angelo, Texas.

Please provide your agent or broker with a copy of these requirements.

If you have any questions concerning compliance with the City's minimum insurance requirements, please call the Risk Management Division at 325-657-4359.

Contractor agrees to comply with City of San Angelo Special Insurance Rider requirements.

CONTRACTOR

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Verification Relation to Prohibited Contracts

CITY OF SAN ANGELO, TEXAS, RFP: FIN-01-25

My name is _____ "Declarant";
FIRST MIDDLE LAST

My date of birth is _____ ; and,
BIRTHDAY

My address is _____ , _____ .
STREET CITY STATE
_____, and _____ .
ZIP CODE COUNTRY

My position with _____ , contracting company, is _____ .
CONTRACTING COMPANY OFFICE HELD

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the
COUNTY OFFICE HELD

_____ day of _____ ,20 _____
DAY MONTH YEAR

DECLARANT SIGNATURE