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ORDINANCE NUMBER 06-2026-06

AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 05-2021-06 DATED THE 3RD DAY OF MAY, 2021, AND ANY OTHER ORDINANCE IN CONFLICT OF THE PROVISIONS OF THIS ORDINANCE, ESTABLISHING POLICIES FOR DOGS AND CATS WITHIN THE CORPORATE LIMITS OF THE CITY OF GENEVA; TO PROVIDE A PENALTY FOR THE VIOLATION OF SAID ORDINANCE AS LAST AMENDED AND TO PROVIDE AN EFFECTIVE DATE.
 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GENEVA ALABAMA, AS FOLLOWS:

City of Geneva, Alabama Animals and Animal Control Ordinance With Regulations Regarding Vicious Dogs

Animals and Animal Control

1. **Title; Scope; Compliance With Law.** This ordinance shall be titled **"Animals and Animal Control."** It is adopted to repeal and replace Ordinance Number 05-2021-06 of the City of Geneva, Alabama. It applies within the corporate limits of the City of Geneva, Alabama (the "City"). It is the sole intent, purpose and policy of the city to promote the protection of the public health, safety, peace and general welfare by the regulation of animals as provided in this ordinance. Any Ordinances, or any provisions thereof, in conflict with this Ordinance shall be and are hereby repealed on the effective date of this Ordinance. All enforcement actions and penalties under this ordinance shall be administered in a manner consistent with applicable federal and Alabama statutes, and shall not be construed to require any act that is unlawful or impossible under applicable law. Any person subject to this ordinance shall comply with all applicable federal, state, county, and City statutes, ordinances, and regulations relating to animals and animal control.
2. **Definitions.** For purposes of this ordinance:
3. **Animal.** Any live vertebrate creature, whether domestic or wild, including dogs and cats.
4. **Owner.** Any person who owns, keeps, harbors, possesses, or has custody or control of an Animal, including any person who permits an Animal to remain on or about premises occupied by that person.
5. **At Large.** An Animal that is off the Owner's premises and not under physical restraint by leash, lead, or other effective control.
6. **Public Place.** Any street, sidewalk, right-of-way, public building, public property, or other area open to the public within the City, including any City park.
7. **Animal Services Officer.** The City's designated animal control officer or other City-authorized agent responsible for administering and enforcing this ordinance.
8. **Animals At Large; Public Places and City Parks.** No Owner shall permit an Animal to be At Large in any Public Place, including any City park, or on the property of another without the property owner's permission. An Animal found At Large may be impounded as provided in this ordinance.
9. **Nuisance and Disturbance.** No Owner shall keep or allow an Animal to create an unreasonable disturbance or nuisance, including habitual or repeated barking, howling, yelping, or other noise; offensive odors; unsanitary accumulation of waste; or other conduct that unreasonably interferes with another person's use and enjoyment of property. Each day a nuisance condition continues after notice may constitute a separate offense.
10. **Abandonment.** No person shall abandon an Animal within the City. For purposes of this section, "abandon" includes intentionally leaving an Animal without reasonable provision for care, custody, or shelter.
11. **Impoundment of stray, feral, or abandoned cats and felines.**
 - (a) **Purpose.** The purpose of this section is to authorize the humane trapping, collection, release, adoption and sterilization and/or disposal of feral cats that are reasonably believed not to be owned or under the care of any person and which, by virtue of such status, are deemed to represent an actual or potential threat to the health, safety, and welfare of the public. Nothing herein shall be deemed to prevent the city and its employees or agents from using reasonable discretion in discharging the functions and activities hereby authorized. Nothing herein shall be interpreted or deemed to create or to impose on the city, its agents, employees, persons, or entities acting on behalf thereof any duty, standard of care, or liability to the public generally or to any member thereof with respect to the collection, care, or disposition of cats impounded under authority hereof.
 - (b) The city or its representatives, animal control officer, or person serving in like capacity, or such persons or firms as may be designated or employed by the city or with whom the city may contract for such purposes, shall have the authority to trap or collect by humane means and impound any cat or member of the feline family that appears to be stray, abandoned, feral, or non-socialized, or uncared for based upon the behavior or physical condition of the cat, and the absence of any collar, tag, microchip, or other means of identifying the name, address, or telephone number of the owner of the cat.
 - (c) A cat that is trapped and impounded pursuant to subsection (b), above, will be held for a minimum period of seven days pursuant to the provisions of Code of Ala. 1975, §3-7A-8 in which notice may be given to the owner, if known and/or to allow the owner to redeem said cat. If the owner redeems the cat, in such instance, the owner shall pay the city or the city's representative all costs associated with the impoundment including, but not limited to, boarding and required medical treatment.
 - (d) If the impounded cat is not redeemed by its owner within the required seven-day detention period or, following the seven-day detention period, the city or its representative may offer the cat for adoption if the cat is deemed adoptable by reasonable means.
 - (e) Following the required seven-day detention period, the city or its representative may allow the cat to be released into the general area from which it was trapped subject to the following requirements:
 - (1) The cat is determined by reasonable means to be feral or undomesticated but not suitable for adoption; and
 - (2) The cat is determined by reasonable means to be healthy and without disease or infection of any kind and sociable so as not to pose a danger to itself, a pet or a human; and
 - (3) The cat is sterilized pursuant to the sterilization requirements set forth in the Code of Ala. 1975, § 3-9-2 and other state law governing such practices; and
 - (4) The cat is vaccinated for rabies; and
 - (5) The cat is marked with ear tags, a clipped ear, or other means to identify that said cat has been sterilized.
 - (6) The collection, care, and disposition of any impounded cat shall be subject to state law governing such practices, including but not limited to sterilization requirements set forth in the Code of Ala. 1975, § 3-9-2.
 - (7) Any agent, officer or member of a duly incorporated society for the prevention of cruelty to animals may lawfully destroy or cause to be destroyed any animal found abandoned and not properly cared for which may appear, in the judgment of two reputable citizens called by him to view the same in his presence, to be superannuated, infirm, glandered, injured or diseased past recovery for any useful purpose pursuant to provisions of Code of Ala. 1975, § 3-1-8.
12. **Feeding Stray Animals (Targeted Restriction).** No

- person shall place food in a manner that intentionally attracts or congregates stray animals on public property or on private property without permission, where such feeding creates a documented nuisance condition (including repeated congregation, waste accumulation, or property damage) after notice from the City. This section shall not be enforced to prohibit ordinary, incidental feeding of an Animal owned by the person on that person's premises.
13. **Tethering; Minimum Care Standards.** (A) A person may not leave or keep a dog chained or tethered to a stationary object, including a structure, dog house, pole, or tree, or otherwise confined unless in accordance with one of the following:
 - (1) a. Confined in a secure enclosure that has adequate space for exercise depending upon the age, size, breed, and weight of the dog. b. The secure enclosure shall be constructed with chain link or other sturdy material, with all four sides enclosed and with a minimum height sufficient to confine the dog.
 - (2) Confined in a fully fenced, including electronically fenced, or otherwise securely enclosed yard where the dog has the ability to run but is unable to leave the yard.
 - (3) Tethered to a trolley system that satisfies all of the following: a. The tether is designed for dogs. b. The tether does not weigh more than one-eighth of the dog's body weight. c. The trolley system does not allow the dog to leave the property of the owner or keeper. d. Only one dog is tethered to each cable run. e. The tether is attached to a properly fitting collar or harness worn by the dog, with adequate space between the collar and the dog's throat. f. The tether has a swivel on both ends to minimize tangling of the collar. g. The tether and cable run are both at least 10 feet in length and the cable run is secured at least four feet, but not more than seven feet, above ground level. h. The length of the tether from the cable run to the dog's collar or harness allows continuous access at all times to clean water, adequate food, and shelter as described in subsection (d). i. The trolley system is of an appropriate configuration to confine the dog to the property of the owner or keeper, prevent the cable run and tether from extending over an object or edge that could result in injury or strangulation of the dog, and prevent the cable run and tether from becoming tangled with other objects or animals.
 - (b) Subsection (a) shall not be construed to apply to any of the following: (1) A licensed veterinary practice that tethers or confines a dog in the course of its practice. (2) A boarding kennel or public or private animal shelter with secure enclosures for the temporary boarding or housing of dogs. (3) An exhibition, trial, show, contest, or other temporary event in which skill, breeding, or stamina of a dog is judged or examined. (4) A dog that is used or receives training in a lawful manner to hunt wildlife. (5) The temporary tethering of a dog at any campsite or recreation area. (6) A licensed grooming shop or facility during the grooming of a dog. (7) Any emergency circumstance during which tethering a dog is necessary, but not exceeding a period of three hours.
 - (c) A logging chain or other line or device not designed or intended for tethering a dog, or a choke collar or pinch collar, may not be used temporarily or indefinitely to tether a dog.
 - (d) In addition to any other requirement, a person leaving or keeping a dog confined outside shall provide the dog with access to clean water, adequate food, and shelter that complies with all of the following: (1) Allows the dog to remain dry and protected from the elements, including providing shade for the dog and containing adequate bedding for cold weather when necessary. (2) Has a roof, four walls, and a solid floor. (3) Is constructed or manufactured of durable materials and provides adequate ventilation. (4) Has adequate space for the dog to stand up, turn around, and extend its limbs. (5) Is free from accumulated waste, standing water, and debris. (6) Allows the dog unlimited access.
 - (e) Nothing in this section shall be construed to do any of the following: (1) Subject a dog actively engaged in conduct that is directly related to the business of shepherding or herding livestock or cultivating agricultural products to the outdoor confinement limitations provided by this section. (2) Prohibit a person from walking a dog on a handheld leash. (3) Prohibit a person from tethering a dog near a place of business while the person is inside or otherwise interacting with the business, subject to the following conditions: a. The dog is tethered for a reasonable amount of time. b. The dog is tethered in a reasonable location near the place of business.
 14. **Vaccination and Tag Requirements (Dogs and Cats).** Dogs and cats kept within the City shall maintain current vaccinations as required by applicable Alabama law and public health requirements. When off the Owner's premises, dogs and cats shall wear a collar with a current inoculation tag attached or otherwise have vaccination status readily verifiable by the Animal Services Officer. A dog or cat found At Large without required vaccination evidence or tag may be impounded.
 15. **Impoundment; Redemption; Fees; Payment Condition.**
 16. **Authority to Impound.** The Animal Services Officer may impound any Animal found in violation of this ordinance, including Animals At Large and Animals involved in a nuisance or disturbance, and may take reasonable steps to protect public safety when responding to an Animal reasonably believed to be a Vicious Animal.
 17. **Redemption.** An impounded Animal other than a vicious animal may be redeemed by the Owner upon proof of ownership and compliance with applicable requirements, including vaccination compliance where applicable and including full payment of all fees associated with the being impounded.
 18. **Fees.** The Owner shall pay an impoundment fee of **\$20.00 per day** plus any other lawful boarding or care charges established by the City. This fee is not prorated and the second day fee charge will start at 12:01 a.m.
 19. **Penalties Related to Impoundment.** In addition to fees, a fine of **\$250.00** for a first offense, and **\$500.00** for each subsequent offense, where the violation resulted in impoundment.
 20. **Payment Condition.** All impoundment fees and lawfully assessed penalties shall be paid in full before an impounded Animal is released, unless otherwise required by applicable law or court order.
 21. **Adoption and Disposition of Impounded Animals.**
 22. **Adoption Fees.** Adoption fees shall include (i) actual impoundment and care costs, (ii) required vaccinations, and (iii) spay/neuter costs if performed prior to adoption, as determined by the City's fee schedule. If the City confirms the adopter has no relationship to the prior Owner, the City may waive penalty amounts while still requiring payment of actual impoundment and care costs.
 23. **Procedures and Supervision.** Vaccinations and spay/neuter procedures, if provided prior to adoption, shall be administered under the supervision of the Animal Services Officer or the City's designated provider.
 24. **Payment.** Adoption fees shall be paid in full prior to transfer of custody.
 25. **City Parks; Dog Restrictions and Exceptions.** Dogs are prohibited within City parks except for (i) service animals as defined by applicable law, (ii) animals participating in City-approved events, (iii) animals within designated dog-friendly areas established by the City, and (iv) police K-9s engaged in official duties, (v) except for Robert Fowler park which has been designated a dog friendly park at times other than when a city event is held or the River Festival. Where permitted, dogs shall be under physical restraint

- at all times and Owners shall promptly remove and properly dispose of animal waste.
26. **Penalties; Offense Classification; Statutory Limits.**
 27. **General Violations.** Unless otherwise specified, a violation of this ordinance is punishable by a fine of **\$250.00** for the first violation, and a fine of **\$500.00**, for each subsequent violation, plus court costs as assessed by the court, subject to Alabama statutory limits applicable to municipal ordinance prosecutions.
 28. **Tampering With Animal Control Devices.** Tampering with Animal Control Devices (including traps, cages, or equipment used by Animal Services) is prohibited and punishable as a municipal ordinance offense, subject to the maximum penalties permitted under Alabama law, and may include restitution for damaged equipment where proven.
 29. **Governing Law; Venue; Parties Bound; Severability.** This ordinance shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict-of-laws principles. Any action or proceeding to enforce or challenge this ordinance shall be brought in a court of competent jurisdiction located in Alabama. This ordinance shall be binding upon persons subject to it and shall inure to the benefit of the City and the public. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.
 - Number of Animals; Grace Period; Hardship Permit; Nuisance-Based Enforcement (City of Geneva, Alabama)**
 30. **Amendment; Scope; Intent.** This Section is narrowly tailored to establish objective household limits on dogs and cats within the corporate limits of the City of Geneva (the "City"), to provide a reasonable compliance grace period for existing owners, to create a limited hardship permit process for exceptions, and to require nuisance-based enforcement triggers so that enforcement is consistent, non-arbitrary, and reasonably related to public health, safety, and welfare under Alabama law.
 31. **Definitions.** For purposes of this Section only:
 32. **Cat.** A domesticated feline animal (*Felis catus*), regardless of age.
 33. **Dog.** A domesticated canine animal (*Canis familiaris*), regardless of age.
 34. **Household.** All persons occupying a single dwelling unit within the City, whether related or unrelated, including any accessory dwelling unit sharing the same street address, and including any person who owns, keeps, harbors, or has custody or control of a Dog or Cat at that address.
 35. **Owner.** Any person who owns, keeps, harbors, possesses, or has custody or control of a Dog or Cat, including any person who permits a Dog or Cat to remain on or about premises occupied by that person.
 36. **Existing Owner.** A Household that, as of the Effective Date (defined below), keeps more Dogs and/or Cats than permitted by this Section.
 37. **Nuisance Condition.** One or more of the following conditions, documented by the City through observation, credible complaints, photographs, recordings, inspection notes, or other reliable evidence: (a) habitual or repeated barking, howling, yowling, or other noise that unreasonably disturbs neighboring occupants; (b) offensive odors detectable beyond the property line; (c) unsanitary accumulation of feces, urine, or waste; (d) repeated roaming or "at large" incidents; (e) aggressive behavior creating a reasonable fear of injury; or (f) infestation or conditions attracting vermin.
 38. **Effective Date.** The date this amendment becomes effective as provided by City action and applicable Alabama law.
 39. **Household Limits (General Rule).** Except as expressly provided in this Section, no Household shall keep, harbor, or maintain more than:
 40. **Dogs.** Five (5) Dogs; and
 41. **Cats.** Five (5) Cats.
 42. **Compliance Grace Period for Existing Owners (Grandfathered Possession; No Expansion).**
 43. **Grace Period.** An Existing Owner shall have a compliance grace period of one hundred eighty (180) days from the Effective Date to come into compliance with the Household Limits of a maximum of five dogs and a maximum of five cats.
 44. **No New Animals During Grace Period.** During the grace period, an Existing Owner shall not acquire, adopt, purchase, breed, foster, or otherwise bring onto the premises any additional Dog or Cat if doing so would maintain or increase the Household's noncompliance.
 45. **Compliance Methods.** Compliance may be achieved by lawful rehoming, surrender to an animal shelter, relocation of animals to a lawful location outside the City, or other lawful disposition. Nothing in this Section requires euthanasia.
 46. **Extension for Verified Placement Efforts.** Upon written request submitted before expiration of the grace period, the City may grant one (1) extension of up to ninety (90) additional days if the Existing Owner demonstrates documented, good-faith efforts to rehome or otherwise lawfully reduce the number of Dogs and/or Cats and the Household is not subject to a Nuisance Condition.
 47. **Hardship Permit (Limited Exception; Objective Criteria; Revocable).**
 48. **Permit Required.** A Household may keep Dogs and/or Cats in excess of the Household Limits only if the Household holds a current, written hardship permit issued by the City pursuant to this Section (a "Hardship Permit").
 49. **Eligibility; Narrow Grounds.** A Hardship Permit may be issued only where strict compliance would create a substantial hardship and the exception will not create or contribute to a Nuisance Condition. Substantial hardship is limited to: (a) temporary, documented medical or incapacity circumstances preventing timely rehoming; (b) temporary custody due to a documented emergency event affecting the Owner's immediate family; or (c) other comparably serious, temporary circumstances as determined by the City using the same criteria applied uniformly to all applicants.
 50. **Application; Contents.** The applicant shall submit a written application on a City form (or, if none, a signed written request) identifying: (a) the address and Household members; (b) the number of Dogs and Cats and basic identifying information for each (description, approximate age, and vaccination status if known); (c) the specific hardship ground(s) and supporting documentation; (d) a sanitation and containment plan; and (e) a rehoming or reduction plan with target dates. The Mayor shall decide whether hardship applications are approved or denied.
 51. **Inspection; Conditions.** As a condition of issuance, the City may inspect the premises at reasonable times upon reasonable notice to verify the absence of a Nuisance Condition and the feasibility of the sanitation and containment plan. The City may impose written, objective conditions reasonably related to preventing a Nuisance Condition, including limits on outdoor time, waste disposal requirements, proof of current vaccinations as required by law, and a schedule for reduction to compliance.
 52. **Term; Renewal.** A Hardship Permit shall be temporary, shall state a definite expiration date not to exceed one hundred eighty (180) days from issuance,