

TITLE 6

ANIMAL CONTROL

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CHAPTER 6.04

IN GENERAL

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6.04.010 Purpose. The purpose of Title 6 of this Code is to regulate the keeping and handling of animals and fowl within the City.

6.04.020 Definitions. Whenever in this Title the following terms are used, they shall have the meaning ascribed to them in this Chapter.

(a) **Altered** for a female means having had the ovaries and uterus surgically removed; an ovariectomy. **Altered** for a male means having had the testicles surgically removed.

(b) **Ambient Temperature** means the temperature surrounding the animal.

(c) **Animal** shall include but not be limited to dogs, cats, birds, fishes, reptiles, and non-human mammals.

(d) **Animal Control Authority** used in this Title means any Code Compliance Officer of the City of San Marcos, any peace officer or any organization(s) approved by the City Council to perform Animal control service in the City.

(de) **At Large** means being on any private property without permission of the person who owns or has a right to possess or use the property; or unrestrained by a leash in or on either public property, public right-of-way and/or a public facility, unless expressly permitted by law, or in or on private property open to the public; unrestrained by a leash so that the Animal is able to run, stay or wander in or on any portion of any public property, public right-of-way and/or public facility in such a manner as to block, deny access, impede, interfere with or prohibit the use of such property by the public; or unrestrained by a leash in or on any property, place or manner which presents substantial risk of imminent interference with animal or public health, safety or welfare.

(ef) **Attack** means any action by an aAnimal which places a person in reasonable apprehension of immediate bodily harm.

(g) **Business Days** means any days on which the City is open to the public.

(fh) **Cat** means a Felis domesticus of either sex, aAltered or uUnaltered if owned, kept or harbored.

(g) **City Council** means the City Council of the City of San Marcos.

(h) **Clerk** means the City Clerk or the City Clerk's agents or deputies.

(i) **County** means the County of San Diego.

~~(j) **County Animal Shelter** means a premises selected by the Director of Animal Control as a suitable facility for the requirements of this Title.~~

~~(k) **County Veterinarian** means the County of San Diego, Veterinarian or his/her agents or deputies.~~

(l) **Curb** means to so restrain or control an **a**Animal that it urinates or defecates only in the street gutters.

(m) **Dangerous ~~Dog~~ Animal** means ~~a dog~~**any Animal** which:

(1) Has twice within a 48-month period **a**Attacked, bitten, or otherwise caused injury to a person engaged in lawful activity; or

~~(2) Has twice within the prior 48-month period Attacked, bitten or otherwise caused injury, substantial injury or death to another domestic Animal.~~

~~(23)~~ Has once **a**Attacked, bitten or otherwise caused injury to a person engaged in lawful activity, resulting in death or substantial injury; or

~~(34)~~ Has been declared a "~~Vicious Dog~~" or "**Dangerous ~~Dog~~Animal**" by the Animal Control Authority pursuant to Section ~~6.24.110-6.24.210~~ of this Title.

(n) **Department/Division** means the City of San Marcos.

(o) **Director** means the executive officer of the organization(s) approved by the City Council to perform Animal control services in the City and/or the applicable City of San Marcos Department/Division Director, or its agents and deputies.

(p) **Dog** means *Canis familiaris* of either sex, **a**Altered or **u**Unaltered; or any other member of the *Canis* genus if owned, kept, or harbored.

(q) **Dog License** means a properly completed certification issued by the Animal Control Authority or other authorized agency, including the **e**Dog owner's name, address, and telephone number; the **e**Dog's name and description, including breed, color, sex, day if known, month and year of birth; rabies vaccination date; license tag number and expiration date.

(r) **Dog License Application Rabies Certificate Form** means the **e**Dog **l**icense application form issued by the County. To serve as a rabies certificate it must show:

(1) The **e**Dog owner's first and last name, street address and mailing address, if different, and telephone number; and

- (2) The ~~d~~Dog's name and description, including breed, color, sex, day, if known, month and year of birth; and
- (3) The type, lot number, and manufacturer of the rabies vaccine; and
- (4) The date of vaccination; and
- (5) The signature, or an authorized signature, of the veterinarian administering the vaccine.

(s) **Guard Dog** means:

- (1) A "sentry dog" as defined in The Dog Act of 1969 (Health and Safety Code Section 121875 et seq.); or
- (2) A "guard dog" or "attack dog" as defined in The Dog Act of 1969.

(t) **Guard Dog Operator** means:

- (1) A "sentry dog company" as defined in The Dog Act of 1969; or
- (2) Any person, including the owner of the Guard Dedog, that operates or maintains a business to sell, rent, furnish for hire, or train a "Guard Dog".

(u) **Guard Dog Premises** means any premises, area, or yard where a Guard Dog is kept or maintained for a period of time, including, but not limited to, an office, base facility, training facility or kennel utilized by the Guard Dog Operator and any premises, area or yard to which a Guard Dog has been furnished for hire.

(~~uv~~) **Health Officer** means the County of San Diego Health Officer or; his/her agents or deputies.

(~~vw~~) **Impounded Animal** means any aAnimal in the custody or control of the Animal Control Authority as provided in this Title.

(~~wx~~) **Indoor Housing Facility** means any structure or building, housing or intended to house aAnimals, which has the capability of controlling the environment within the enclosure created by the continuous connection of a roof, floor, and walls with at least one opening for entry and exit that is provided with a door or any movable structure used to close off the opening and typically consisting of a panel of wood, glass, metal, etc., which slides on rollers or swings on hinges; provided, however, that any openings which provide natural light shall be covered with a transparent material, e.g., glass, plastic, etc.

(y) **Irresponsible Owner** means an owner who has had three (3) or more citations issued against the owner by the Animal Control Authority within the past two (2) years for violation of Sections 6.24.110 (animals at large), 6.24.150 (wild animals), 6.24.160 (public protection from animals), 6.24.170 (possession of guard dog, public nuisance animal or dangerous animal), 6.24.190 (public nuisance), 6.24.210 (declaration of dangerous animal) of this Code, or any other provision under this Title as determined by the Animal Control Authority, irrespective of the Animal

to which those citations apply.

(xz) **Kennel** means any lot or adjacent lot(s), or any building(s), structure(s), enclosure(s), or premises on the same or adjacent lot(s), wherein a total of seven or more ~~d~~Dogs, four (4) months of age or over, are kept or maintained for any purpose by a person (including without limit, natural persons, corporations, unincorporated associates or one or more persons,) including, but not limited to, any agency organized or operated for the welfare of ~~a~~Animals. The term "~~k~~Kennel" shall not include an ~~a~~Animal shelter operated or established by the Animal Control Authority or a veterinary hospital operated by a veterinarian licensed by the State of California.

(yaa) **Kennel Operator** means any person who owns, controls, or operates a ~~k~~Kennel or any person who is responsible for or who participates in the control or operation of a ~~k~~Kennel.

(zbb) **Leash** means any rope, leather strap, chain or other material not exceeding six feet in length capable of restraining at least four (4) times the weight of the ~~a~~Animal being restrained, being held in the hand of a person capable of controlling and actually controlling the ~~a~~Animal to which it is attached.

~~(cc) **Licensed Dog** means a Dog wearing its current Dog license tag as required by this Title.~~

(aadd) **License Tag** means a piece of metal or other durable material inscribed with a date and number which has been issued by the Animal Control Authority or other authorized agency.

~~(bb) **Licensed Dog** means a dog wearing its current dog license tag as required by this Title.~~

(eee) **Outdoor Housing Facility** means any structure or building, housing or intended to house ~~a~~Animals, which does not meet the definition of "~~i~~ndoor ~~h~~Housing ~~f~~Facility".

(dff) **Owner** means any person who is the legal owner, keeper, harbinger, possessor or the actual custodian of an ~~a~~Animal. Ownership is also established by a person registering as the owner on a license or other legal document or by a person who claims to be the owner or custodian and who takes possession or custody of an ~~a~~Animal.

~~(ee) **Potentially Dangerous Animal** means:~~

~~(1) Any animal of a species or type likely to cause injury to a person; or~~

~~(2) Any animal which has once within the prior 48-month period attacked, bitten, or otherwise caused injury to a person engaged in lawful activity, except as otherwise provided by Section 6.04.020 (m) of this Code.~~

~~(3) Any animal which has once within the prior 48-month period attacked, bitten, or otherwise caused injury, substantial injury or death to another domestic animal.~~

(fgg) **Primary Enclosure** means any structure used to immediately restrict an ~~a~~Animal or ~~a~~Animals to a limited amount of space, such as a room, pen, run, cage, or compartment, exclusive of any ~~k~~Kennel house.

~~(gg) **Protection Dog** means any dog, other than a "Guard Dog", available for hire or furnished~~

for hire to be used in guarding, patrolling, or protecting any area, yard, or premises, with or without supervision, to deter or detain unauthorized persons; or guard, protect, patrol, or defend any premises, area, or yard; or to protect, defend, or guard any person or property. The term "hire" shall include, but not be limited to, the renting or leasing of the services of a dog with or without a dog handler, or the sale of a dog with an option to repurchase.

~~(hh) **Protection Dog Operator** means any person who makes available or furnishes a "Protection Dog" for hire.~~

~~(ii) **Registered Owner** means a person registered as the owner on a dog license or a person claiming ownership of an impounded animal and taking possession of it.~~

~~(jjh) **Sanitize** means to make physically clean and to remove and destroy, to the maximum degree that is practical, agents injurious to aAnimal or human health.~~

~~(kkj) **Stray** means an aAnimal which is "At Large".~~

~~(ljj) **Substantial Injury** means a substantial impairment of the physical condition of a person which requires professional medical treatment, including, but not limited to, loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; muscle tears, disfiguring lacerations, or a wound requiring multiple sutures; or any injury requiring corrective or cosmetic surgery.~~

~~(mmk) **Vaccinated Dog Vaccination** means a dog inoculated with an approved, currently valid, anti-rabies vaccine, and wearing a current Dog License tag indicating proof of such vaccination.~~

~~(ll) **Voice Control/Command** means:~~

- ~~(1) The Owner has on his person or attached to the Animal a chain, strap or cord enabling the Owner to quickly put the Animal on a Leash; and~~
- ~~(2) The Animal is not more than 25 feet from the Owner at any time; and~~
- ~~(3) The Animal will return to within three feet of the Owner upon command; and~~
- ~~(4) The Animal will remain within three feet of the Owner when other persons or Animals are present.~~

~~If any of these four criteria are not met, an Animal shall not be deemed under Voice Control/Command, and unless on a Leash, shall be deemed to be running At Large.~~

~~(nmm) **Wild Animal** means any aAnimal which is not normally domesticated in the United States including, but not limited to, any lion, tiger, bear, non-human primate (monkey, chimpanzee, etc.) wolf, cougar, ocelot, wild cat, skunk, raccoon, ferret, venomous reptile, boa, python, anaconda, members of the Order Crocrodilia, or other such aAnimal (ferae naturae) irrespective of its actual or asserted state of docility, tameness, or domesticity.~~

~~(oo) **Business Days** means any days on which Animal Shelter facilities are open to the public.~~

~~(pp) — **Guard Dog Premises** means any premises, area or yard where a “Guard Dog” is kept or maintained.~~

~~(qq) — **Animal Control Authority** used in this Title means the City of San Marcos, organization or organizations approved by the San Marcos City Council to perform animal control service.~~

~~(rr) — **Voice Control/Command** means as follows:~~

~~(1) The owner or person having charge or control over the animal has on his person or attached to the animal a chain, strap or cord enabling that person to quickly put the animal on leash; and~~

~~—— (2) The animal is not more than 25 feet from the person at any time; and~~

~~—— (3) The animal will return to within three feet of the person upon command; and~~

~~(4) The animal will remain within three feet of the person when other persons or animals are present.~~

~~If any of these four criteria are not met, an animal shall not be deemed under voice control/command, and unless on leash shall be deemed to be running At Large.~~

6.04.030 Violations and Penalties – Infraction – Misdemeanor.

(a) Any person who violates any provision or fails to comply with any of the mandatory requirements of this Title is guilty of an infraction, unless the provision states that a violation shall constitute a misdemeanor, except as set forth in subsection (b) herein.

~~(b) — Any person who violates any provisions of Chapter 6.20 of this Title, or Sections 6.08.010, 6.08.050, 6.08.060(b), 6.08.070, 6.08.080, 6.08.090, 6.24.040(c), 6.24.080(d), 6.24.080(e), 6.24.090(a), 6.24.100, 6.24.110, 6.24.140, 6.24.150, 6.24.160(d), 6.24.160(e), 6.24.160(f), 6.24.160(g), 6.24.230, 6.24.240, 6.24.250, 6.24.270(c), 6.24.290(b), or who violates any other provision of this Title three or more times within two years from the date of the first conviction is guilty of a misdemeanor.~~

~~(c) — Notwithstanding the foregoing, in cases alleging a violation of section 6.08.010, 6.24.090(a) or 6.24.140 the prosecutor may charge and prosecute the offense as an infraction.~~

(eb) Each day on which a violation occurs or continues shall constitute a separate offense.

(dc) Upon the conviction of a person charged with a violation of any provision of this **Code Title** classified as a misdemeanor, the court may order in addition to any other remedy authorized by law, that the convicted person be prohibited from owning, possessing, caring for, or having any contact with, **a**Animals of any kind for a period of up to three (3) years, unless a longer period of time is ordered by a court with jurisdiction if the court deems such action as reasonably necessary to ensure **a**Animal or public health, safety, and welfare.

Furthermore, the court may require the convicted person to immediately deliver all **a**Animals in his

or her possession, custody or control, to the Animal Control Authority or other designated entity for adoption or other lawful disposition or provide proof to the court that the person no longer has possession, care, or control of any aAnimals.

6.04.040 Fees-

(a) Fees shall be charged and collected by the Animal Control Authority for eDog Licensing and for other aAnimal control services and enforcement. Such fees shall be collected by the Animal Control Authority and deposited apportioned according to an agreement between the City and the provider of aAnimal control services. Such fees shall be established by resolution of the City Council.

The eOwner of any aAnimal which is lawfully impounded shall pay all fees and expenses related to such impoundment including, but not limited to, impound, board, vaccination, examination, and any medical treatment fees for the aAnimal, whether or not the aAnimal is claimed.

(b) A list of currently approved fees shall be filed with the City Clerk and the Clerk of the Board of Supervisors of the County ~~of San Diego~~ and shall be available for public inspection.

(c) Fees shall be paid when due unless the Director, in accordance with Animal Control Authority policy, authorizes a payment arrangement or waives such fees in full or in part.

Specified fees may be deferred subject to the conditions of the Animal Control Authority policy, if the eOwner claims an economic hardship or the lack of ability to pay the fees when due, provides satisfactory evidence of personal identification, and agrees to pay the fees within a thirty (30) day period.

An eOwner claiming an economic hardship in paying the fees may submit an application for waiver on forms provided by the Animal Control Authority. The forms shall be executed under penalty of perjury and contain a declaration as to the truthfulness and correctness of the information contained therein. Upon submittal of the completed forms, the fees may be waived if no disqualifying conditions, as set forth in the Animal Control Authority policy, exist. The Animal Control Authority may also waive fees if necessary in order to accomplish the protection of aAnimal or public health, safety or welfare or if the eOwner provides satisfactory evidence that he/she was not at fault for the violation or incident which led to the Animal Control Authority action and that such action was not justified.

6.04.050 Service of Notices. Notices required by this ~~Chapter T~~ shall be served as provided herein except as otherwise provided by law. Service of such notice shall be deemed to have been completed upon personal delivery or:

(a) Upon posting such notice at the last known address of the eOwner or his/her agent; or

(b) Upon deposit of such notice addressed to the eOwner or his/her agent at the last known address, in the United States mail postage prepaid; or

(c) In the case of notices required by Sections [6.24.110 \(impoundment and abatement of animals\)](#) or [6.24.220 \(hearings\)](#), ~~6.24.230, 6.24.240, or 6.24.260~~, upon deposit of such notice addressed to the eOwner or his/her agent at the last known address, in the United States mail as

certified mail postage prepaid.

6.04.060 Severability. If any provision or clause of this Title or application thereof is held invalid, such invalidity shall not offset other provisions or applications of this Title which can be given effect without the invalid provision or application, and to this end the provisions of this Title are declared to be severable.

6.04.070 Construction of Title. Nothing in this Title shall be construed as authorizing the keeping or maintaining of any animal that is otherwise prohibited or restricted by any law, regulation or permit requirement.

CHAPTER 6.08

RABIES PROVISIONS

Sections:

6.08.010	<u>Rabies</u> Vaccination Required
6.08.020	Vaccination and Licensing Clinics
6.08.030	Certificate of <u>Rabies</u> Vaccination <u>Certificate</u>
6.08.040	Exemption from Rabies Vaccination During Illness
6.08.050	Reporting Suspected Case of Rabies
6.08.060	Reporting of Bites
6.08.070	<u>Confinement and</u> Isolation of Suspected Rabid Animals
6.08.080	<u>Confinement and</u> Isolation of Biting Animals
6.08.090	Animals Possibly Exposed to Rabies
6.08.100	Payment of Fees and Expenses <u>for Confinement</u>

6.08.010 Rabies Vaccination Required. ~~Any person owning or having custody~~The Owner of a ~~dDog~~, shall ensure that the ~~dDog~~ is vvaccinated against rabies by a licensed veterinarian, with a rabies vaccine approved by the California Department of Health Services for use in ~~dDogs~~, within thirty (30) days after it becomes four (4) months of age or within thirty (30) days after obtaining or bringing any ~~dDog~~ over four (4) months of age into the City. Such vvaccination shall be repeated at intervals specified by the California Department of Health Services in order to maintain adequate immunity. ~~Such persons shall retain the Dog License Application rRabies eCertificate Form for inspection by any person responsible for enforcing the provisions of this Title.~~ Any person who violates any provision of this Section is guilty of a misdemeanor.

6.08.020 Vaccination and Licensing Clinics. The Animal Control Authority shall provide or arrange for rabies vvaccination and licensing clinics to be held at various locations where ~~dDog~~ eOwners may obtain the required rabies vvaccinations at the applicable fee.

6.08.030 ~~Certificate of Rabies~~ Vaccination Certificate.

(a) Any veterinarian who vvaccinates a ~~dDog~~ for rabies shall certify such vvaccination by properly completing, as provided in Section 6.04.020(+), the ~~Dog License aApplication rRabies Vaccination eCertificate fForm issued pursuant to this Title form for that purpose~~ and shall forward monthly to the Animal Control Authority a copy of each form so completed.

(b) ~~The Owner of a Dog shall retain the Rabies Vaccination Certificate for the interval during which the rabies vaccination is effective, and shall produce the Rabies Vaccination Certificate for inspection by any person responsible for enforcing the provisions of this Title or any person bitten by the Dog.~~

6.08.040 Exemption from Rabies Vaccination During Illness . Notwithstanding any other provisions of this Title, a ~~dDog~~ need not be vvaccinated for rabies during an illness if a licensed veterinarian has examined the ~~dDog~~ and certified in writing that such vvaccination should be postponed because of a specified illness. Old age, debility, and pregnancy are not considered valid contraindications to exemptions from a rabies vvaccination. Exemption certificates are subject to approval by the Animal Control Authority and shall be valid only for the duration of the illness. Exemption from vvaccination does not exempt a ~~dDog~~ from the Dog Licensing

requirements of Chapter 6.12 of this Code.

6.08.050 Reporting Suspected Case of Rabies. ~~Any person having care or custody~~The Owner of any Aanimal which shows symptoms of rabies or which acts in a manner which would lead to a reasonable suspicion that the Animalit may have rabies, shall notify the Animal Control Authority, ~~the County Veterinarian~~ or the Health Officer and comply with appropriate laws and regulations regarding suspected cases of rabies as directed by the Animal Control Authority, ~~the County Veterinarian~~, or the Health Officer. Any person who violates any provision of this Section is guilty of a misdemeanor.

6.08.060 Reporting of Bites.

(a) All persons bitten and the parents or guardians of a minor child~~ren~~ bitten by ~~a dDog, cCat, skunk, fox, bat, coyote, bobcat, or other~~any aAnimal of a species subject to rabies shall notify the Animal Control Authority or the Health Officer as soon as possible thereafter. Physicians treating such bites and other persons having the knowledge of such bites shall also be required to make such notification to the Animal Control Authority or the Health Officer as soon as practicable after becoming aware of the bite.

(b) ~~Any person owning or having custody or control~~The Owner of ~~a dDog or other~~any aAnimal of a species subject to rabies which that bites a person, shall notify the Animal Control Authority or the Health Officer as soon as possible thereafter. Any person who violates any provision of this subsection is guilty of a misdemeanor.

6.08.070 Confinement and Isolation of Suspected Rabid Animals. Upon the order of the Animal Control Authority, ~~the County Veterinarian~~, or the Health Officer, a suspected rabid aAnimal shall be isolated in strict confinement under proper care and under the observation of a licensed veterinarian in an aAnimal shelter, veterinary hospital, or other adequate facility in a manner approved by the Animal Control Authority, ~~the County Veterinarian~~, or the Health Officer, and such aAnimal shall not be killed or released for at least ten (10) days after the onset of symptoms suggestive of rabies, unless permission is obtained from the Animal Control Authority, ~~or the Health Officer, or the County Veterinarian~~ to sacrifice the aAnimal for the purpose of laboratory examination. Any person who violates any provision of this Section is guilty of a misdemeanor.

6.08.080 Confinement and Isolation of Biting Animals.

(a) Upon the order of the Animal Control Authority, ~~the County Veterinarian~~, or the Health Officer, any ~~dDog, cCat, skunk, fox, bat, coyote, bobcat or other~~ aAnimal of a species subject to rabies, other than a Dog or Cat, which bites or otherwise exposes a person to rabies may shall be ~~i~~mpounded and ~~shall be~~ isolated in strict confinement in a place and manner approved by the Animal Control Authority, ~~the County Veterinarian~~ or the Health Officer and observed for at least fourteen (14) days after the day of infliction of the bite or other exposure, and until examined and released by the Animal Control Authority, ~~the County Veterinarian~~, or the Health Officer. Dogs and ~~c~~Cats shall be seneed only be isolated and observed for at least ten (10) days after the day of infliction of the bite or other exposure, and until examined and released by the Animal Control Authority, ~~the County Veterinarian~~, or the Health Officer.

(b) Notwithstanding ~~the foregoing provisions~~subsection (a) of this Section, the Animal Control

Authority, ~~or~~ the Health Officer, ~~or the County Veterinarian~~ may authorize, with permission of the ~~e~~Owner, if known, the euthanasia of a biting ~~a~~Animal for the purpose of laboratory examination.

~~(c)~~ Any person who violates any provision of this Section is guilty of a misdemeanor.

6.08.090 Animals Possibly Exposed to Rabies.

(a) Any ~~a~~Animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid ~~a~~Animal, or which has been in intimate contact with such an ~~a~~Animal shall be isolated in strict confinement in a place and manner approved by the Animal Control Authority, ~~the County Veterinarian,~~ or the Health Officer and observed for a period of six (6) months or destroyed.

(b) Notwithstanding ~~the foregoing subsection (a) of this Section,~~ the following alternative is permitted in the case of ~~e~~Dogs and ~~e~~Cats. If the ~~e~~Dog or ~~e~~Cat has been ~~v~~vaccinated against rabies at least thirty (30) days prior to ~~the~~ suspected exposure with a type of vaccine and within the time period approved by the California Department of Health Services, the ~~e~~Dog or ~~e~~Cat may be re-~~v~~vaccinated immediately (within 48 hours of the bite or intimate contact with the suspected rabid Animal) in a manner prescribed by the Animal Control Authority, ~~the County Veterinarian,~~ or the Health Officer ~~and~~. The Dog or Cat must also be isolated in strict confinement in a place and manner approved by the Animal Control Authority, ~~the County Veterinarian,~~ or the Health Officer and observed for a period of thirty (30) days following re-~~v~~vaccination.

~~(c)~~ Any person who violates any provision of this Section is guilty of a misdemeanor.

6.08.100 Payment of Fees and Expenses for Confinement. The ~~e~~Owner of any ~~a~~Animal which is isolated under the provisions of this Chapter, shall pay all fees and expenses related to the isolation including, but not limited to, the ~~i~~mpoundment, confinement, quarantine, board, examination, and release of the ~~a~~Animal from quarantine, and any altering deposit or fee required by this Chapter.

CHAPTER 6.12

DOG LICENSES

Sections:

6.12.010	Dog License Required
6.12.020	Transfer of License
6.12.030	Change of Address
6.12.040	Change of Ownership
<u>6.12.050</u>	<u>Dog License Violations</u>

6.12.010 Dog License Required.

- (a) ~~Any person owning or having custody~~The Owner of a dDog, except tourists or visitors who stay less than thirty (30) days in the City, shall apply for and obtain from the Animal Control Authority a separate dDog lLicense for each dDog they own, ~~possess, keep, or harbor~~, after the Dog is four (4) months old. ~~Such persons~~The Owner must possess the Dog lLicense at the time the dDog is five (5) months old or thirty (30) days after obtaining or bringing any dDog over four (4) months of age into the City. Such persons shall renew the dDog lLicense before it expires for as long as they own, possess, keep, harbor, or otherwise have custody of the dDog. If renewal is not required, ~~such persons~~the Owner shall, within thirty (30) days after the expiration date of the Dog License, advise the Animal Control Authority of the reason therefore.
- (b) Any dDog which is legally impounded according to the provisions of this Title and that does not have a valid dDog lLicense at the time of release shall be presumed to be a dDog which, prior to impounding, required an Animal Control Authority-~~issued~~ dDog lLicense, regardless of such dDog's actual age or the eOwner's place of residence.
- (c) Upon presentation by the dDog eOwner of a properly completed Dog lLicense application form, including proof that the rabies ~~v~~Vaccination will be valid throughout the Dog lLicense period, and payment of the proper Dog lLicense fee, and if applicable, any late fees or penalties, the Animal Control Authority shall issue a dDog lLicense and lLicense tTag. The dDog eOwner shall retain the dDog lLicense for inspection by any person responsible for enforcing the provisions of this Title.
- (d) Dog Licenses shall be valid for a term not to exceed the maximum immunity duration period specified for the various types of canine rabies vaccines approved by the California Department of Health Services and must be renewed prior to the expiration of the Dog License term by the payment of the current effective Dog License fee for each renewal.
- (e) The dDog eOwner shall securely affix the current lLicense tTag to the collar or harness of the dDog for which the lLicense tTag was issued and shall ensure that the dDog wears such lLicense tTag at all times except when the dDog is being exhibited at a dDog show.
- (f) ~~A lLicense tTag issued for one dDog shall not be transferred or attached~~No person shall transfer or attach a License Tag to any other dDog for which the Dog License was not issued.

(g) No ~~unauthorized~~ person, other than the Dog Owner, licensed veterinarian, or the Animal Control Authority.s shall remove a License Tag from a collar or harness or remove the collar or harness bearing such License Tag from a dDog.

(h) Whenever a License Tag is lost or damaged, the eOwner shall apply for and obtain a replacement from the Animal Control Authority upon payment of the prescribed fee for the replacement License Tag.

6.12.020 Transfer License. Owners of dDogs having a current Dog License issued in their name by another dDog licensing agency may be issued an Animal Control Authority dDog License upon payment of the applicable transfer fee. Such persons must possess an Animal Control Authority-issued dDog License within thirty (30) days of bringing the dDog into the City. The rabies vVaccination for any such dDog must be valid for the duration of the Dog License issued.

6.12.030 Change of aAddress. The address of the eOwner is presumed to be the address where the dDog is kept. Any change of address must be reported to the Animal Control Authority within thirty (30) days following such change.

6.12.040 Change of eOwnership.

(a) Whenever the ownership of a licensed dDog changes, the new eOwner shall apply for and obtain a change of ownership Dog License from the Animal Control Authority and pay the applicable fee. Such persons must possess the Dog License within thirty (30) days of acquiring a dDog currently licensed by the eis Animal Control Authority.

(b) Dog eOwners or the parent or guardian of minor children who sell or otherwise change the ownership or custody of a dDog shall within thirty (30) days thereafter inform the Animal Control Authority of the name, address and telephone number of the new eOwner and the name and description of the dDog.

6.12.050 Dog License Violations.

(a) Whenever a person is in violation of Section 6.12.010 of this Chapter and the officer issues a Notice to Appear, the officer shall note on the form that the charge shall be dismissed on proof of correction unless a disqualifying condition as set forth in subsection (b) exists. If the arrested person presents, by mail or in person, proof of correction as prescribed herein, on or before the date on which the person promised to appear, the court shall dismiss the violation or violations. Proof of correction shall consist of a certification by the Animal Control Authority or by any clerk or deputy clerk of a court that the alleged violation has been corrected.

(b) A Notice to Appear shall be issued as provided in subsection (a), unless the officer finds any of the following disqualifying conditions:

(1) Evidence of fraud.

(2) The person has been charged within the past one (1) year period with a violation of Section 6.12.010.

(3) The violation involves a Dog which has Attacked, bitten, or otherwise caused injury to a person; or, which otherwise presents an immediate safety hazard.

(4) The person does not agree to, or cannot, promptly correct the violation.

(c) Any person who signs a cCertificate of cCorrection with a false or fictitious name or who presents as evidence of correction false or fictitious information is guilty of a misdemeanor.

CHAPTER 6.16

SHELTERS AND ANIMAL DISPOSAL FACILITIES

SECTIONS:

- 6.16.010 Establishment of Animal Shelters
6.16.020 Establishment of Animal Disposal Facilities

6.16.010 Establishment of Animal Shelters. The City shall, with the approval of the City Council, establish as many aAnimal shelters throughout the City as determined to be necessary. Public Animal Shelters may be established by the City or other ~~public control provider~~authorized public agency within appropriate zone upon issuance of a conditional use permit.

6.16.020 Establishment of Animal Disposal Facilities. The Animal Control Authority shall establish ~~at the County Animal Shelters~~ a humane procedure for euthanasia of aAnimals. The Animal Control Authority may, at its option, upon payment of applicable fees, accept aAnimals for humane disposal. The eOwner ~~or possessor~~ of such aAnimals shall first complete appropriate forms setting forth the facts constituting such ownership and/or possession, certifying that he/she has the right to request disposal of such aAnimal, and agree to hold the ~~County~~City, its agents and employees and the Animal Control Authority, its agents and employees harmless from any liability for its acceptance and disposal of such aAnimals. The eOwner or person requesting the disposal of any aAnimal shall certify in writing that, to the best of his/her knowledge, the aAnimal has not bitten a human being within the period established by this Title for isolation of biting aAnimals and suspected rabid aAnimals. Notwithstanding the foregoing, the Animal Control Authority, or the Health Officer, ~~or the County Veterinarian~~ may authorize, with permission of the eOwner, if known, the euthanasia of a biting aAnimal for the purpose of laboratory examination.

CHAPTER 6.20

KENNELS

SECTIONS:

6.20.010	Kennel Licensing Procedures
6.20.020	Reserved
6.20.030	Kennel License Standards
6.20.040	<u>Kennel</u> Facilities, General
6.20.050	<u>Kennel</u> Facilities, Indoor
6.20.060	<u>Kennel</u> Facilities, Outdoor
6.20.070	General Requirements for Primary Enclosures
6.20.080	Additional General Requirements for Primary Enclosures Housing Cats
6.20.090	General Space Requirements
6.20.100	Additional Space Requirements for Dogs
6.20.110	Feeding
6.20.120	Watering
6.20.130	Sanitation of Primary Enclosures and Kennel Houses
6.20.140	Employees
6.20.150	Classification and Separation <u>of Animals</u>
6.20.160	Records
6.20.170	Vaccination Required for Individual Dogs
6.20.1780	Kennel Inspection
6.20.1890	Violation

6.20.010 Kennel Licensing Procedures. It shall be unlawful for any person(s) to operate a kKennel within the City without first having obtained a kKennel license therefore from the Animal Control Authority. Procedures for kKennel license applications, renewals, denials, suspensions, revocations, hearings, and appeals, except as otherwise herein provided, shall be established by the Animal Control Authority~~the same as those set forth in the Uniform Licensing Procedure (Chapter 5.04) of this Code~~. Kennel licenses shall expire one year from the date of issue unless the Animal Control Authority selects a different expiration. In such case, the kKennel license fee shall be prorated.

Any kKennel which is found by the Animal Control Authority to be unsanitary or a menace to aAnimal or public health, safety or welfare, is declared to be a public nuisance. The Animal Control Authority is authorized and empowered to take such action as is necessary to abate the nuisance. In the event that immediate action is necessary to preserve or protect aAnimal or public health, safety or welfare, the Animal Control Authority is authorized and empowered to summarily abate such nuisance by any reasonable means including, but not limited to impoundment of the aAnimal(s) and/or immediate closure of the kKennel for such time until the nuisance is abated.

In such case, hearings shall be provided in accordance with ~~Section 5.04.130~~Chapter 5.04 and/or ~~Section-Chapter 6.24.200~~ of this Code. Otherwise, the Animal Control Authority shall inaugurate proceedings in accordance with provisions of the Uniform License Procedure. The Animal Control Authority may also commence proceedings in accordance with the Uniform Public Nuisance Abatement Procedure contained in Title 10, Chapter 10.04 of this Code.

6.20.020 Reserved

6.20.030 Kennel License Standards.

(a) Acknowledgement of Standards. A copy of the applicable Kennel standards will be supplied to the applicant with each request for an application for a kKennel license, and the applicant shall acknowledge receipt of such standards and agree to comply with them and to allow inspections at reasonable times by signing the application form.

(b) Demonstration of Compliance with Standards. Each applicant or kKennel eOperator must demonstrate that his/her premises and any facilities or equipment used in his/her kKennel comply with the standards set forth in this Chapter. In addition, each applicant or kKennel eOperator shall correct any deficiencies noted within a reasonable time specified by the Animal Control Authority. Plans for new or remodeled kKennel facilities may be submitted to the Animal Control Authority for review. Upon request by the Animal Control Authority, the applicant or kKennel eOperator must make his/her premises, facilities, and equipment available for the purpose of ascertaining compliance with said standards.

(c) Conditions and Restrictions. The ~~issuing officer~~Animal Control Authority may issue a kKennel license under any conditions and restrictions which ~~he/she~~it deems necessary for the protection of ~~a~~an animal and/or public health, safety, or welfare, and may specify such conditions and restrictions on the kKennel license.

(d) Additional Reasons for Denial of Application. In addition to the reasons stated in the Uniform Licensing Procedure, the ~~Issuing Officer~~Animal Control Authority shall not issue a kKennel license to:

- (1) Any person applying for an original Kennel license who has not received zoning/land use approval for the location from the ~~appropriate planning/zoning Department~~Planning Division or who has not obtained any necessary permit(s) for its operation; or
- (2) Any person whose kKennel license has been suspended, for the period during which the order of suspension is in effect; or
- (3) Any person who has been or is an officer, agent, or employee of a licensee whose kKennel license has been suspended or revoked and who was responsible for or participated in the violation upon which the order of suspension or revocation was based, for the period during which the order of suspension is in effect and for a period of one year from the effective date of a revocation, or if a revocation has been stayed, until one year from the expiration of the stay; or
- (4) Any person whose kKennel license has been revoked, or any partnership, firm, corporation, or other legal entity in which any such person has a substantial financial interest for a period of one (1) year from the effective date of such revocation, or if a revocation has been stayed, until one (1) year from the expiration of the stay; or

(5) The facility in which the applicant proposes to locate the Kennel does not meet the

requirements for a Kennel provided by this Chapter.

(65) Any person who fails to comply with any provision of this Chapter.

6.20.040 Kennel Facilities, General.

(a) Structural Strength. Indoor and ~~e~~Outdoor ~~h~~Housing ~~f~~Facilities shall be structurally sound and shall be maintained in good repair, to protect the ~~a~~Animals from injury, to contain the ~~a~~Animals, and to ~~restrict-prevent~~ the entrance of other ~~a~~Animals from entering the Indoor or Outdoor Housing Facility. Crates and boxes, automobile bodies, scrap materials salvaged from plyboards, odd pieces of material such as linoleum, tin, canvas and other such materials are not suitable and shall not be used for Indoor or Outdoor Housing Facility.

(b) Fencing. Any fencing shall be in conformance with planning/zoning requirements and be of suitable sturdy material anchored solidly to the ground in such a manner to prevent ~~a~~Animals from escaping by digging under the fence and of sufficient height to prevent ~~a~~Animals from escaping. If necessary, to accomplish the intent of containment, a cover over the fenced area shall be installed.

(c) Water and Electric Power. Reliable and adequate electric power, if required to comply with other provisions of this Chapter, and adequate potable water shall be available.

(d) Storage. Supplies of food and bedding shall be stored in facilities which adequately protect such supplies against infestation or contamination by vermin. Refrigeration shall be provided for supplies of perishable food.

(e) Waste Disposal. Provisions shall be made for the removal and disposal of ~~a~~Animal and food wastes, bedding, and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors, and disease hazards.

(f) Washrooms and Sinks. Facilities, such as washrooms, basins or sinks, shall be provided to maintain cleanliness among ~~a~~Animal caretakers.

6.20.050 Kennel Facilities, Indoor.

(a) Heating. Indoor ~~h~~Housing ~~f~~Facilities shall be warm enough to protect the ~~a~~Animals from cold. Sufficient clean bedding material or other means of protection shall be provided when the ~~a~~Ambient ~~t~~Temperature falls below that temperature to which an ~~a~~Animal is acclimated.

(b) Ventilation. Indoor ~~h~~Housing ~~f~~Facilities shall be adequately ventilated to provide for the health and comfort of the ~~a~~Animals at all times. Such facilities shall be provided with fresh air either by means of windows, doors, vents, or air conditioning and shall be ventilated so as to minimize drafts, odors, and moisture condensation. Auxiliary ventilation, such as exhaust fans and vents or air conditioning, shall be provided when the ~~a~~Ambient ~~t~~Temperature is 85 degrees Fahrenheit or higher within the ~~i~~Indoor ~~h~~Housing ~~f~~Facility.

(c) Lighting. Indoor ~~h~~Housing ~~f~~Facilities shall have ample light by natural or artificial means, or both, of good quality and well distributed. Such lighting shall provide uniformly distributed illumination of sufficient light intensity to permit routine inspection and cleaning during the entire

working period. Primary **e**Enclosures shall be so placed as to protect the **a**Animals from excessive illumination.

(d) Interior Surfaces. The interior building surfaces of **i**ndoor **h**Housing **f**Facilities shall be constructed and maintained so that they are substantially impervious to moisture and may be readily **s**Sanitized.

(e) Drainage. A suitable method shall be provided to rapidly eliminate excess liquid from **i**ndoor **h**Housing **f**Facilities. If drains are used, they shall be properly constructed and kept in good repair to avoid foul odors therefrom. If closed drainage systems are used, they shall be equipped with traps and so installed as to prevent any backup of sewage onto the floor of the room.

6.20.060 Kennel Facilities, Outdoor.

(a) Shelter from Sunlight. When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all **a**Animals kept outdoors to protect themselves from the direct rays of the sun.

(b) Shelter from Wind, Rain or Snow. Animals kept outdoors shall be provided with access to shelter to allow them to remain dry during **w**ind, rain or snow.

(c) Shelter from Cold Weather. Shelter shall be provided for all **a**Animals kept outdoors when the atmospheric temperature falls below 50 degrees Fahrenheit. Sufficient clean bedding material or other means of protection from the weather elements shall be provided when the **a**Ambient **t**Temperature falls below that temperature to which an **a**Animal is acclimated.

(d) Drainage. A suitable method shall be provided to rapidly eliminate excess liquid.

6.20.070 General Requirements for Primary Enclosures. Primary **E**nclosures must be provided for all **a**Animals and shall conform to the following requirements:

(a) Primary **e**Enclosures shall be structurally sound and maintained in good repair to protect the **a**Animals from injury, to contain them, and to keep other **a**Animals out. They shall be effectively enclosed.

(b) Primary **e**Enclosures shall be constructed and maintained so as to enable the **a**Animals to remain dry and clean.

(c) Primary **e**Enclosures shall be constructed and maintained so that the **a**Animals contained therein have convenient access to clean food and water.

(d) The floors of the **p**Primary **e**Enclosures shall be constructed so as to protect the **a**Animals' feet and legs from injury.

6.20.080 Additional General Requirements for Primary Enclosures Housing Cats.

(a) In all enclosures having a solid floor, a receptacle containing sufficient clean litter shall be provided to contain excreta.

(b) Each **p**Primary **e**Enclosure shall be provided with a solid resting surface or surfaces which, in the aggregate, shall be of adequate size to comfortably hold all occupants of the **p**Primary **e**Enclosure at the same time. Such resting surface or surfaces shall be elevated in **p**Primary **e**Enclosures housing two or more **e**Cats.

(c) Not more than twelve (12) adult **e**Cats shall be housed in the same **p**Primary **e**Enclosure.

6.20.090 General Space Requirements. Primary **e**Enclosures must be large enough so that the **a**Animals in them can obtain adequate exercise. Any separate **k**Kennel houses used as sleeping quarters must provide sufficient space to allow each **a**Animal to turn about freely, stand easily, sit and lie in a comfortable normal position. It is unlawful to keep any **a**Animal in a **p**Primary **e**Enclosure or **k**Kennel house that does not provide adequate space as required by this Chapter.

6.20.100 Additional Space Requirements for Dogs.

(a) A **p**Primary **e**Enclosure shall never house more than twelve (12) **e**Dogs of any size.

(b) Passageways into **k**Kennel houses shall allow easy access for all **e**Dogs housed in them. Any **e**Dog confined to a **k**Kennel house which does not meet the space requirements for a **p**Primary **e**Enclosure shall be provided access to its **p**Primary **e**Enclosure after no more than twelve (12) hours for sufficient time to allow adequate exercise.

(c) Any **p**Primary **e**Enclosure(s) and/or **k**Kennel house(s) or **k**Kennel(s) which were not licensed on the effective date of this Chapter and those completed or installed in any **k**Kennel after the effective date of this Chapter shall meet the following space requirements:

MINIMUM SPACE REQUIREMENTS

<u>WEIGHT OF DOG</u> <u>IN POUNDS</u>	<u>PRIMARY ENCLOSURE</u> <u>WIDTH</u>	<u>PRIMARY ENCLOSURE</u> <u>SQ. FOOTAGE</u>	<u>KENNEL HOUSE</u> <u>WIDTH</u>	<u>KENNEL HOUSE</u> <u>SQ. FOOTAGE</u>
Up to 15	2.0'	6.0	1.5'	3.0
Over 15 to 35	2.5'	10.0	2.0'	5.0
Over 35 to 65	3.0'	15.0	2.5'	7.5
Over 65 to 95	3.0'	18.0	2.5'	9.0
Over 95 to 130	3.5'	24.0	3.0'	12.0
Over 130	4.0'	32.0	3.5'	14.0

If a **p**Primary **e**Enclosure or **k**Kennel house contains more than one **e**Dog, the minimum number of square feet required is the sum of the square feet requirements for each individual **e**Dog kept therein.

6.20.110 Feeding.

(a) Animals shall be provided food which shall be free from contamination, wholesome, palatable, and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the **a**Animal.

(b) Food receptacles shall be accessible to all **a**Animals and shall be located so as to minimize contamination by excreta. Feeding pans shall be durable and kept clean. The food receptacles shall be **s**Sanitized at least once every two weeks. Disposable food receptacles may be used but must be discarded after each feeding. Self feeders may be used for the feeding of dry food, and they shall be **s**Sanitized regularly to prevent molding, deterioration or caking of feed.

6.20.120 Watering. Clean potable water shall be available to the **a**Animals in conformance with the principles of good **a**Animal husbandry unless restricted for veterinary care. Containers shall be designed sufficient to prevent tipping and spilling the water contained therein. If necessary to accomplish this, the containers shall be secured to a solid structure. Watering receptacles shall be kept clean and shall be **s**Sanitized at least once every two (2) weeks.

6.20.130 Sanitation of Primary Enclosures and Kennel Houses.

(a) **Cleaning.** Excreta shall be removed from **p**Primary **e**Enclosures and **k**Kennel houses as often as necessary, at least daily, to prevent contamination of the **a**Animals contained therein and to reduce disease hazards and odors. When a hosing or flushing method is used for cleaning, any **a**Animal contained in the enclosure shall be protected during the cleaning process, and adequate measures shall be taken to protect the **a**Animals in other such enclosures from being contaminated with water and other wastes. Rugs, blankets, or other bedding material shall be kept clean and dry.

(b) **Sanitizing.** Prior to the introduction of **a**Animals into empty **p**Primary **e**Enclosures previously occupied, such enclosures shall be **s**Sanitized in the manner provided herein. Enclosures shall be **s**Sanitized often enough to prevent an accumulation of debris or excreta, or a disease hazard: provided, however, that such enclosures shall be **s**Sanitized at least once every two (2) weeks in the following manner: Cages, rooms and hard surfaced pens or runs shall be **s**Sanitized by washing them with hot water (180 degrees Fahrenheit) and soap or detergent or by washing all soiled surfaces with a detergent solution followed by a safe and effective disinfectant, or by cleaning all soiled surfaces with live steam. Pens or runs using gravel, sand, or dirt shall be **s**Sanitized by removing the soiled gravel, sand, or dirt and replacing it as necessary.

(c) **Housekeeping.** Premises (buildings and grounds) shall be kept clean and in good repair in order to protect the **a**Animal from injury and to facilitate the prescribed husbandry practices. Premises shall remain free of accumulations of trash.

(d) **Pest Control.** An effective program for the control of insects, ectoparasites, and avian and mammalian pests shall be established and maintained **at the Kennel**.

6.20.140 Employees. A **Kennel Operator shall utilize a** sufficient number of caretakers **shall be utilized** to maintain the standards set forth in this **sectionChapter**.

6.20.150 Classification and Separation of Animals. Animals housed in the same **p**Primary **e**Enclosure shall be maintained in compatible groups, with the following additional restrictions:

(a) Females in season (estrus) shall not be housed in the same **p**Primary **e**Enclosures with males, except for breeding purposes.

(b) Any aAnimal exhibiting a vicious disposition shall be housed individually in a pPrimary eEnclosure.

(c) Puppies or kittens shall not be housed in the same pPrimary eEnclosures with adult dDogs or eCats other than their dams, except when the eOwner of the Animals specifically requests they be housed together.

(d) Dogs shall not be housed in the same pPrimary eEnclosures with eCats, nor shall dDogs or eCats be housed in the same pPrimary eEnclosure with any other species of aAnimals unless the eOwner of the Animals specifically requests they be housed together.

(e) Animals under quarantine or treatment for a communicable disease shall be separated from other aAnimals and other susceptible species of aAnimals in such a manner as to minimize dissemination of such disease. Animals with sSubstantial iInjuries shall also be separated from other aAnimals.

6.20.160 Records. The kKennel eOperator shall keep available for inspection on the premises, a record that shall show the name, current address and telephone number of the eOwner of each aAnimal kept at the kKennel, the description of the aAnimal, including its age (if known) or approximate age, breed, sex and color. As a part of such record, a current valid Dog License Application + Rabies Vaccination eCertificate Form or other written proof of vVaccination verified by telephone number, shall be maintained for each dDog required to be vaccinated by this Title, showing the dDog eOwner's name, address and telephone number; the dDog's name and description, including breed, color, sex, month and year of birth; the date of vVaccination; and the name and telephone number of the veterinarian who Vvaccinated the dDog or telephone number of the licensing agency verifying the vVaccination. In addition, each kKennel eOperator shall have someone in attendance at the kKennel who can identify each aAnimal in the kKennel, except that aAnimals under four (4) months of age may be identified as to litter.

~~**6.20.170 Vaccination Required for Individual Dogs.** A kKennel eOperator shall not be required to obtain the individual dDog lLicenses imposed by this Title for each dDog in his/her kKennel for which the kKennel license is obtained; however, each kKennel eOperator shall ensure that each dDog in his/her kKennel is Vvaccinated as required by this Title.~~

6.20.1780 Kennel Inspection. Because of the need to adequately protect aAnimals within kKennels from unhealthy conditions and practices and the interests of society in eCurbing and preventing inhumane practices, reasonable inspection requirements dictate that Animal Control Authority officers shall have the right to inspect at reasonable times. As a condition of the issuance of a kKennel license, each Kennel Ooperator shall agree to allow such inspection; such acknowledgement shall be made a part of the application and file. Each kKennel for which a kKennel license has been issued shall be inspected at intervals determined by the Animal Control Authority.

6.20.1890 Violation. Any person who violates any provision of this Chapter or of the Uniform Licensing Procedure (Title 5, Chapter 5.04, Sections 5.04.010 through 5.04.070) of this Code is guilty of a misdemeanor. Any act or omission by a kKennel eOperator in contravention of these requirements, or of any of the conditions and/or restrictions of the issued Kennel license, shall be grounds for and shall authorize the suspension and/or revocation of the kKennel license independently of any criminal prosecution or the results thereof. The Director may suspend or

revoke the ~~k~~Kennel license irrespective of the pendency of any criminal proceedings, and prior to the initiation thereof.

CHAPTER 6.28

ANIMALS IN VEHICLES

SECTIONS:

- 6.28.010** **Transportation of Animals**
6.28.020 **Animals in Unattended Vehicles**

6.28 010 Transportation of Animals. No person shall transport or carry, on any public roadway, any **a**Animal in a motor vehicle unless the **a**Animal is safely enclosed within the vehicle, or protected by a cab or container, secured cage, cross-tether, harness, or other device that will prevent the **a**Animal from falling from, being thrown from or jumping from the motor vehicle.

6.28.020 Animals in Unattended Vehicles. No person shall leave an **a**Animal in any unattended vehicle without adequate ventilation or in such a manner as to subject the **a**Animal to extreme temperatures which adversely affect the **a**Animal's health and welfare.

CHAPTER 6.32

RETAIL SALES OF DOGS, CATS AND RABBITS

SECTIONS:

6.32.010	Purpose
6.32.020	Definitions
6.32.030	Prohibition on the Sale of Certain Dogs, Cats and Rabbits
6.32.040	Exemptions
6.32.050	Adoption of Shelter and Rescue Animals
6.32.060	Certificate of Source

6.32.010 Purpose. It is the purpose and intent of this Chapter to promote **a**Animal welfare and encourage best practices in the purchasing of **e**Dogs, **e**Cats and **f**Rabbits offered for retail sale in the City of San Marcos.

6.32.020 Definitions. For purposes of this Chapter, the following definitions shall apply:

(a) **Animal Sshelter** means a public **a**Animal shelter operated by any **e**City, **e**County or other public agency or an entity operating under contract with any **e**City, **e**County or other public agency.

(b) **Breeder** means any breeder who owns breeding **e**Dogs, **e**Cats or **f**Rabbits, and who sells, provides or supplies the offspring for retail or wholesale.

(c) **Cat** means a *Felis domesticus* of either sex, **a**Altered or unaltered.

(d) **Certificate of Ssource** means a document declaring the source of the **e**Dog, **e**Cat or **f**Rabbit sold or transferred by the retail pet store. The certificate of source shall include the name and address of the source of the **a**Animal.

(e) **Dog** means a *Canis familiaris* of either sex, **a**Altered or unaltered.

(f) **Dealer** means any third party broker, distributor, supplier, **a**Animal wholesaler, and/or other source who buys and sells **e**Dogs, **e**Cats and/or **f**Rabbits that were not born and raised at their facility.

(g) **Existing Rretail Ppet Sstore** means any retail pet store or its **O**operator that displays, offers for sale, delivers, barter, auctions, gives away, transfers, leases, or sells **e**Dogs, **e**Cats or **f**Rabbits in the City of San Marcos on the effective date of this Chapter, and that is in compliance with all applicable provisions of the San Marcos Municipal Code on the effective date of this Chapter.

(h) **Non-profit ~~R~~rescue ~~O~~rganization** means any non-profit corporation that is exempt from taxation under Internal Revenue Code Section 501(c)(3), whose mission and practice is, in whole or in significant part, the rescue, care and adoption of ~~d~~Dogs, ~~e~~Cats and/or ~~r~~Rabbits; or any non-profit organization that is not exempt from taxation under Internal Revenue Code Section 501(c)(3), but is currently an active rescue partner with the City of San Marcos or any County of San Diego ~~a~~Animal shelter or humane society, whose mission is, in whole or in significant part, the rescue, care and adoption of ~~d~~Dogs, ~~e~~Cats and/or ~~r~~Rabbits.

(i) **Operator** means a person who owns or operates a retail pet store, or both, and/or who hires employees at a retail pet store to engage in the retail sale of ~~d~~Dogs, ~~e~~Cats and/or ~~r~~Rabbits.

(j) **Rabbit** means an *Oryctolagus cuniculus* of either sex, ~~a~~Altered or unaltered.

(~~k~~) **Retail ~~P~~pet ~~S~~store** means any for-profit establishment open to the public and located in a commercial zone or shopping center that is engaged in the retail sale of ~~d~~Dogs, ~~e~~Cats and/or ~~r~~Rabbits.

6.32.030 Prohibition on the Sale of Certain Dogs, Cats and Rabbits.

(a) It is unlawful for any ~~R~~retail ~~P~~pet ~~S~~store or its ~~O~~perator to display, offer for sale, deliver, barter, auction, give away, transfer, lease, or sell any ~~d~~Dog, ~~e~~Cat or ~~r~~Rabbit in the City of San Marcos that is purchased, supplied or otherwise obtained from any source other than those permitted by Section 6.32.040 of this Chapter, including, but not limited to, from any ~~D~~dealer and/or ~~B~~breeder.

(b) No permit or other applicable license or entitlement for use, including but not limited to the issuance of a business license, building permit, conditional use permit, or other land use approval, shall be approved and/or issued for the establishment of any ~~R~~retail ~~P~~pet ~~S~~store within the jurisdiction of the City of San Marcos that would engage in the retail sale of ~~d~~Dogs, ~~e~~Cats and/or ~~r~~Rabbits purchased, supplied or otherwise obtained from any ~~D~~dealer and/or ~~B~~breeder.

(c) An ~~E~~existing ~~R~~retail ~~P~~pet ~~S~~store or its ~~O~~perator that displays, offers for sale, delivers, barter, auctions, gives away, transfers, leases, or sells any ~~d~~Dog, ~~e~~Cat or ~~r~~Rabbit in the City of San Marcos, which was obtained from any source other than those permitted by Section 6.32.040 as of the effective date of the Ordinance codified in this Chapter, and whose operations comply with all applicable provisions of the San Marcos Municipal Code as of the effective date of the Ordinance codified in this Chapter, may continue to display, offer for sale, deliver, barter, auction, give away, transfer, lease, or sell any ~~d~~Dog, ~~e~~Cat or ~~r~~Rabbit from sources other than those permitted by Section 6.32.040 for a period of six (6) months following the effective date of the Ordinance codified in this Chapter. During the six month grace period, the remaining provisions of this Chapter 6.32 shall apply to the ~~E~~existing ~~R~~retail ~~P~~pet ~~S~~store.

6.32.040 Exceptions – Permitted Sources. Nothing in this Chapter shall prevent a Retail Pet Store or its Operator from providing space and appropriate care for animals owned by or purchased directly from a publicly operated animal Sshelter or animal control enforcement agency, or a nonprofit humane society or Non-profit aAnimal-Rescue Organization, and maintained at the Retail Pet Store for the purpose of adopting and/or selling those animals to the public.

6.32.050 Certificate of Source. All Retail Pet Store permitted to engage in the sale of dDogs, eCats and/or rRabbits pursuant to this Chapter shall post in a conspicuous place on each dDog, eCat or rRabbit kKennel, cage or enclosure, a Certificate of Ssource for such animal ensuring the animal was obtained in full compliance with this Chapter. The Certificate of Ssource, including the name and location of the source of the animal made under penalty of perjury, shall be retained onsite by the Retail Pet Store for a period of at least three (3) years following the purchase date of any animal, must be made available during business hours upon request to animal control, law enforcement, code enforcement official, or any other City employee charged with enforcing the provisions of this Chapter, and a copy of the certificate shall be provided to the purchaser or transferee of any such dDog, eCat or rRabbit Retail Pet Store for the purpose of adopting and/or selling those animals to the public.

6.32.060 Exemptions. Notwithstanding any other provision of Chapter 6.32, the following shall not be considered a Retail Pet Store and shall be exempt from the provisions of this Chapter Retail Pet Store for the purpose of adopting and/or selling those animals to the public.

- (a) Dogs, eCats and/or rRabbits sold directly from the premises upon which they are born and reared, excluding Retail Pet Store.
- (b) A publicly operated animal Sshelter or animal control enforcement agency.
- (c) A nonprofit humane society or Non-profit aAnimal-Rescue Organization.
- (d) A publicly operated animal Sshelter or animal control enforcement agency, or a nonprofit humane society or Non-profit aAnimal-Rescue Organization that operates out of or in connection with a Retail Pet Store.