

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.
- (e) ***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.
- (f) ***Attack*** means any action by an Animal 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.
- (h) ***Cat*** means a *Felis domesticus* of either sex, Altered or Unaltered if owned, kept or harbored.

- (i) **City Council** means the City Council of the City of San Marcos.
- (j) **Clerk** means the City Clerk or the City Clerk's agents or deputies.
- (k) **County** means the County of San Diego.
- (l) **Curb** means to so restrain or control an Animal that it urinates or defecates only in the street gutters.
- (m) **Dangerous Animal** means any Animal which:
 - (1) Has twice within a 48-month period 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.
 - (3) Has once Attacked, bitten or otherwise caused injury to a person engaged in lawful activity, resulting in death or substantial injury; or
 - (4) Has been declared a "Dangerous Animal" by the Animal Control Authority pursuant to Section 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, Altered or 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 Dog owner's name, address, and telephone number; the 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 Dog License application form issued by the County. To serve as a rabies certificate it must show:
 - (1) The Dog owner's first and last name, street address and mailing address, if different, and telephone number; and
 - (2) The 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 Dog, 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.
- (v) **Health Officer** means the County of San Diego Health Officer or his/her agents or deputies.
- (w) **Impound** means any Animal in the custody or control of the Animal Control Authority as provided in this Title.
- (x) **Indoor Housing Facility** means any structure or building, housing or intended to house Animals, 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.
- (z) **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 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 Animals. The term Kennel shall not include an Animal shelter operated or established by the Animal Control Authority or a

veterinary hospital operated by a veterinarian licensed by the State of California.

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

(bb) **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 Animal being restrained, being held in the hand of a person capable of controlling and actually controlling the Animal to which it is attached.

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

(dd) **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.

(ee) **Outdoor Housing Facility** means any structure or building, housing or intended to house Animals, which does not meet the definition of Indoor Housing Facility.

(ff) **Owner** means any person who is the legal owner, keeper, harborer, possessor or the actual custodian of an 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 Animal.

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

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

(ii) **Stray** means an Animal which is At Large.

(jj) **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.

(kk) **Vaccination** means inoculating a Dog 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.

(mm) **Wild Animal** means any Animal 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 Crocodilia, or other such Animal (ferae naturae) irrespective of its actual or asserted state of docility, tameness, or domesticity.

6.04.030 Violations and Penalties.

- (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.
- (b) Each day on which a violation occurs or continues shall constitute a separate offense.
- (c) Upon the conviction of a person charged with a violation of any provision of this 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, 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 Animal or public health, safety, and welfare.

Furthermore, the court may require the convicted person to immediately deliver all 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 Animals.

6.04.040 Fees.

- (a) Fees shall be charged and collected by the Animal Control Authority for Dog Licensing and for other Animal 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 Animal control services. Such fees shall be established by resolution of the City Council.

The Owner of any Animal 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 Animal, whether or not the Animal 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 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 Owner 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 Owner 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 Animal or public health, safety or welfare or if the Owner 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 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 Owner or his/her agent; or
- (b) Upon deposit of such notice addressed to the Owner 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), upon deposit of such notice addressed to the Owner 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	Rabies Vaccination Required
6.08.020	Vaccination and Licensing Clinics
6.08.030	Rabies Vaccination Certificate
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	Confinement and Isolation of Suspected Rabid Animals
6.08.080	Confinement and Isolation of Biting Animals
6.08.090	Animals Possibly Exposed to Rabies
6.08.100	Payment of Fees and Expenses for Confinement

6.08.010 Rabies Vaccination Required. The Owner of a Dog shall ensure that the Dog is Vaccinated against rabies by a licensed veterinarian, with a rabies vaccine approved by the California Department of Health Services for use in Dogs, within thirty (30) days after it becomes four (4) months of age or within thirty (30) days after obtaining or bringing any Dog over four (4) months of age into the City. Such Vaccination shall be repeated at intervals specified by the California Department of Health Services in order to maintain adequate immunity. 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 Vaccination and licensing clinics to be held at various locations where Dog Owners may obtain the required rabies Vaccinations at the applicable fee.

6.08.030 Rabies Vaccination Certificate.

(a) Any veterinarian who Vaccinates a Dog for rabies shall certify such Vaccination by properly completing, as provided in Section 6.04.020, the Rabies Vaccination Certificate form 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 Dog need not be Vaccinated for rabies during an illness if a licensed veterinarian has examined the Dog and certified in writing that such Vaccination should be postponed because of a specified illness. Old age, debility, and pregnancy are not considered valid exemptions from a rabies Vaccination. Exemption certificates are subject to approval by the Animal Control Authority and shall be valid only for the duration of the illness. Exemption from Vaccination does not exempt a Dog from the Dog Licensing requirements of Chapter 6.12 of this Code.

6.08.050 Reporting Suspected Case of Rabies. The Owner of any Animal which shows

symptoms of rabies or which acts in a manner which would lead to a reasonable suspicion that the Animal may have rabies, shall notify the Animal Control Authority or the Health Officer and comply with appropriate laws and regulations regarding suspected cases of rabies as directed by the Animal Control Authority 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) A person bitten and the parent or guardian of a minor child bitten by any Animal 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) The Owner of any Animal of a species subject to rabies 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 or the Health Officer, a suspected rabid Animal shall be isolated in strict confinement under proper care and under the observation of a licensed veterinarian in an Animal shelter, veterinary hospital, or other adequate facility in a manner approved by the Animal Control Authority or the Health Officer, and such Animal 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 to sacrifice the Animal 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 or the Health Officer, any Animal of a species subject to rabies, other than a Dog or Cat, which bites or otherwise exposes a person to rabies shall be Impounded and isolated in strict confinement in a place and manner approved by the Animal Control Authority 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 or the Health Officer. Dogs and Cats need 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 or the Health Officer.

(b) Notwithstanding subsection (a) of this Section, the Animal Control Authority or the Health Officer may authorize, with permission of the Owner, if known, the euthanasia of a biting 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 Animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid Animal, or which has been in intimate contact with such an Animal shall be isolated in strict confinement in a place and manner approved by the Animal Control Authority or

the Health Officer and observed for a period of six (6) months or destroyed.

(b) Notwithstanding subsection (a) of this Section, the following alternative is permitted in the case of Dogs and Cats. If the Dog or Cat has been 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 Dog or Cat may be re-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 or the Health Officer. The Dog or Cat must also be isolated in strict confinement in a place and manner approved by the Animal Control Authority or the Health Officer and observed for a period of thirty (30) days following re-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 Owner of any 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 Impoundment, confinement, quarantine, board, examination, and release of the 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
6.12.050	Dog License Violations

6.12.010 Dog License Required.

(a) The Owner of a Dog, 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 Dog License for each Dog they own after the Dog is four (4) months old. The Owner must possess the Dog License at the time the Dog is five (5) months old or thirty (30) days after obtaining or bringing any Dog over four (4) months of age into the City. Such persons shall renew the Dog License before it expires for as long as they own, possess, keep, harbor, or otherwise have custody of the Dog. If renewal is not required, 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 Dog which is legally Impounded according to the provisions of this Title and that does not have a valid Dog License at the time of release shall be presumed to be a Dog which, prior to Impounding, required an Animal Control Authority-issued Dog License, regardless of such Dog's actual age or the Owner's place of residence.

(c) Upon presentation by the Dog Owner of a properly completed Dog License application form, including proof that the rabies Vaccination will be valid throughout the Dog License period, and payment of the proper Dog License fee, and if applicable, any late fees or penalties, the Animal Control Authority shall issue a Dog License and License Tag. The Dog Owner shall retain the Dog License 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 Dog Owner shall securely affix the current License Tag to the collar or harness of the Dog for which the License Tag was issued and shall ensure that the Dog wears such License Tag at all times except when the Dog is being exhibited at a Dog show.

(f) No person shall transfer or attach a License Tag to any other Dog for which the Dog License was not issued.

(g) No person, other than the Dog Owner, licensed veterinarian, or the Animal Control Authority, shall remove a License Tag from a collar or harness or remove the collar or harness

bearing such License Tag from a Dog.

(h) Whenever a License Tag is lost or damaged, the Owner 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 Dogs having a current Dog License issued in their name by another Dog licensing agency may be issued an Animal Control Authority Dog License upon payment of the applicable transfer fee. Such persons must possess an Animal Control Authority-issued Dog License within thirty (30) days of bringing the Dog into the City. The rabies Vaccination for any such Dog must be valid for the duration of the Dog License issued.

6.12.030 Change of Address. The address of the Owner is presumed to be the address where the Dog 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 Ownership.

(a) Whenever the ownership of a licensed Dog changes, the new Owner 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 Dog currently licensed by the Animal Control Authority.

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

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 certificate of correction 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 Animal shelters throughout the City as determined to be necessary. Public Animal Shelters may be established by the City or other 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 a humane procedure for euthanasia of Animals. The Animal Control Authority may, at its option, upon payment of applicable fees, accept Animals for humane disposal. The Owner of such Animals 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 Animal, and agree to hold the 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 Animals. The Owner or person requesting the disposal of any Animal shall certify in writing that, to the best of his/her knowledge, the Animal has not bitten a human being within the period established by this Title for isolation of biting Animals and suspected rabid Animals. Notwithstanding the foregoing, the Animal Control Authority or the Health Officer may authorize, with permission of the Owner, if known, the euthanasia of a biting Animal for the purpose of laboratory examination.

CHAPTER 6.20

KENNELS

SECTIONS:

6.20.010	Kennel Licensing Procedures
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6.20.180	Violation

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

Any Kennel which is found by the Animal Control Authority to be unsanitary or a menace to Animal 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 Animal 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 Animal(s) and/or immediate closure of the Kennel for such time until the nuisance is abated.

In such case, hearings shall be provided in accordance with Chapter 5.04 and/or Chapter 6.24 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 Kennel 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 Kennel Operator must demonstrate that his/her premises and any facilities or equipment used in his/her Kennel comply with the standards set forth in this Chapter. In addition, each applicant or Kennel Operator shall correct any deficiencies noted within a reasonable time specified by the Animal Control Authority. Plans for new or remodeled Kennel facilities may be submitted to the Animal Control Authority for review. Upon request by the Animal Control Authority, the applicant or Kennel Operator must make his/her premises, facilities, and equipment available for the purpose of ascertaining compliance with said standards.

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

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

- (1) Any person applying for an original Kennel license who has not received zoning/land use approval for the location from the Planning Division or who has not obtained any necessary permit(s) for its operation; or
- (2) Any person whose Kennel 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 Kennel 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 Kennel 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.
- (6) Any person who fails to comply with any provision of this Chapter.

6.20.040 Kennel Facilities, General.

- (a) Structural Strength. Indoor and Outdoor Housing Facilities shall be structurally sound and shall be maintained in good repair, to protect the Animals from injury, to contain the Animals, and to prevent the entrance of other 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 Animals from escaping by digging under the fence and of sufficient height to prevent 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 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 Animal caretakers.

6.20.050 Kennel Facilities, Indoor.

- (a) Heating. Indoor Housing Facilities shall be warm enough to protect the Animals from cold. Sufficient clean bedding material or other means of protection shall be provided when the Ambient Temperature falls below that temperature to which an Animal is acclimated.
- (b) Ventilation. Indoor Housing Facilities shall be adequately ventilated to provide for the health and comfort of the 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 Ambient Temperature is 85 degrees Fahrenheit or higher within the Indoor Housing Facility.
- (c) Lighting. Indoor Housing 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 Enclosures shall be so placed as to protect the Animals from excessive illumination.

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

(e) Drainage. A suitable method shall be provided to rapidly eliminate excess liquid from Indoor Housing 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 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 wind, rain or snow.

(c) Shelter from Cold Weather. Shelter shall be provided for all 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 Ambient Temperature falls below that temperature to which an 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 Enclosures must be provided for all Animals and shall conform to the following requirements:

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

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

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

(d) The floors of the Primary Enclosures shall be constructed so as to protect the 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 Primary 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 Primary Enclosure at the same time. Such resting surface or surfaces shall be elevated in Primary

Enclosures housing two or more Cats.

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

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

6.20.100 Additional Space Requirements for Dogs.

- (a) A Primary Enclosure shall never house more than twelve (12) Dogs of any size.
- (b) Passageways into Kennel houses shall allow easy access for all Dogs housed in them. Any Dog confined to a Kennel house which does not meet the space requirements for a Primary Enclosure shall be provided access to its Primary Enclosure after no more than twelve (12) hours for sufficient time to allow adequate exercise.
- (c) Any Primary Enclosure(s) and/or Kennel house(s) or Kennel(s) which were not licensed on the effective date of this Chapter and those completed or installed in any 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>SQ. FOOTAGE</u>	<u>KENNEL HOUSE</u> <u>WIDTH</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 Primary Enclosure or Kennel house contains more than one Dog, the minimum number of square feet required is the sum of the square feet requirements for each individual 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 Animal.
- (b) Food receptacles shall be accessible to all 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 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 Sanitized regularly to prevent molding, deterioration or caking of feed.

6.20.120 Watering. Clean potable water shall be available to the Animals in conformance with the principles of good 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 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 Primary Enclosures and Kennel houses as often as necessary, at least daily, to prevent contamination of the Animals contained therein and to reduce disease hazards and odors. When a hosing or flushing method is used for cleaning, any Animal contained in the enclosure shall be protected during the cleaning process, and adequate measures shall be taken to protect the 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 Animals into empty Primary Enclosures previously occupied, such enclosures shall be Sanitized in the manner provided herein. Enclosures shall be Sanitized often enough to prevent an accumulation of debris or excreta, or a disease hazard: provided, however, that such enclosures shall be Sanitized at least once every two (2) weeks in the following manner: Cages, rooms and hard surfaced pens or runs shall be 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 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 Animal from injury and to facilitate the prescribed husbandry practices. Premises shall remain free of accumulation 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 to maintain the standards set forth in this Chapter.

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

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

(b) Any Animal exhibiting a vicious disposition shall be housed individually in a Primary Enclosure.

(c) Puppies or kittens shall not be housed in the same Primary Enclosures with adult Dogs or

Cats other than their dams, except when the Owner of the Animals specifically requests they be housed together.

(d) Dogs shall not be housed in the same Primary Enclosures with Cats, nor shall Dogs or Cats be housed in the same Primary Enclosure with any other species of Animals unless the Owner of the Animals specifically requests they be housed together.

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

6.20.160 Records. The Kennel Operator shall keep available for inspection on the premises, a record that shall show the name, current address and telephone number of the Owner of each Animal kept at the Kennel, the description of the Animal, including its age (if known) or approximate age, breed, sex and color. As a part of such record, a current valid Rabies Vaccination Certificate or other written proof of Vaccination verified by telephone number, shall be maintained for each Dog required to be vaccinated by this Title, showing the Dog Owner's name, address and telephone number; the Dog's name and description, including breed, color, sex, month and year of birth; the date of Vaccination; and the name and telephone number of the veterinarian who Vaccinated the Dog or telephone number of the licensing agency verifying the Vaccination. In addition, each Kennel Operator shall have someone in attendance at the Kennel who can identify each Animal in the Kennel, except that Animals under four (4) months of age may be identified as to litter. A Kennel Operator shall not be required to obtain the individual Dog Licenses imposed by this Title for each Dog in his/her Kennel for which the Kennel license is obtained

6.20.170 Kennel Inspection. Because of the need to adequately protect Animals within Kennels from unhealthy conditions and practices and the interests of society in Curbing 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 Kennel license, each Kennel Operator shall agree to allow such inspection; such acknowledgement shall be made a part of the application and file. Each Kennel for which a Kennel license has been issued shall be inspected at intervals determined by the Animal Control Authority.

6.20.180 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 Kennel Operator 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 Kennel license independently of any criminal prosecution or the results thereof. The Director may suspend or revoke the 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 Animal in a motor vehicle unless the 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 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 Animal in any unattended vehicle without adequate ventilation or in such a manner as to subject the Animal to extreme temperatures which adversely affect the 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 Animal welfare and encourage best practices in the purchasing of Dogs, Cats and 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 Shelter*** means a public Animal shelter operated by any City, County or other public agency or an entity operating under contract with any City, County or other public agency.
- (b) ***Breeder*** means any breeder who owns breeding Dogs, Cats or Rabbits, and who sells, provides or supplies the offspring for retail or wholesale.
- (c) ***Cat*** means a *Felis domesticus* of either sex, Altered or unaltered.
- (d) ***Certificate of Source*** means a document declaring the source of the Dog, Cat or Rabbit sold or transferred by the retail pet store. The certificate of source shall include the name and address of the source of the Animal.
- (e) ***Dog*** means a *Canis familiaris* of either sex, Altered or unaltered.
- (f) ***Dealer*** means any third party broker, distributor, supplier, Animal wholesaler, and/or other source who buys and sells Dogs, Cats and/or Rabbits that were not born and raised at their facility.
- (g) ***Existing Retail Pet Store*** means any retail pet store or its Operator that displays, offers for sale, delivers, barter, auctions, gives away, transfers, leases, or sells Dogs, Cats or 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 Rescue Organization** 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 Dogs, Cats and/or 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 Animal shelter or humane society, whose mission is, in whole or in significant part, the rescue, care and adoption of Dogs, Cats and/or 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 Dogs, Cats and/or Rabbits.

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

(k) **Retail Pet 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 Dogs, Cats and/or Rabbits.

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

(a) It is unlawful for any Retail Pet Store or its Operator to display, offer for sale, deliver, barter, auction, give away, transfer, lease, or sell any Dog, Cat or 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 Dealer and/or 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 Retail Pet Store within the jurisdiction of the City of San Marcos that would engage in the retail sale of Dogs, Cats and/or Rabbits purchased, supplied or otherwise obtained from any Dealer and/or Breeder.

(c) An Existing Retail Pet Store or its Operator that displays, offers for sale, delivers, barter, auctions, gives away, transfers, leases, or sells any Dog, Cat or 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 Dog, Cat or 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 Existing Retail Pet 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 Shelter or Animal control enforcement agency, or a nonprofit humane society or Non-profit 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 Stores permitted to engage in the sale of Dogs, Cats and/or Rabbits pursuant to this Chapter shall post in a conspicuous place on each Dog, Cat or Rabbit Kennel, cage or enclosure, a Certificate of Source for such Animal ensuring the Animal was obtained in full compliance with this Chapter. The Certificate of Source, 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 Dog, Cat or Rabbit 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, Cats and/or Rabbits sold directly from the premises upon which they are born and reared, excluding Retail Pet Stores.
- (b) A publicly operated Animal Shelter or Animal control enforcement agency.
- (c) A nonprofit humane society or Non-profit Rescue Organization.
- (d) A publicly operated Animal Shelter or Animal control enforcement agency, or a nonprofit humane society or Non-profit Rescue Organization that operates out of or in connection with a Retail Pet Store.