

CITY of ALBUQUERQUE

SIXTEENTH COUNCIL

COUNCIL BILL NO. F/S 0-05-135 ENACTMENT NO. _____

SPONSORED BY: Sally Mayer

1 ORDINANCE

2 REPEALING CHAPTER 9, ARTICLE 2, PARTS 1, 2, 3 ,4 AND 5 ROA 1994,

3 THE ALBUQUERQUE ANIMAL SERVICES ORDINANCE; CREATING THE

4 ALBUQUERQUE HUMANE AND ETHICAL ANIMAL RULES AND TREATMENT

5 (HEART) ORDINANCE; DEFINING TERMS; ESTABLISHING REQUIRED CARE

6 AND MAINTENANCE REQUIREMENTS; ESTABLISHING REQUIRED LICENSE

7 AND PERMITS; ESTABLISHING FEES; SETTING FORTH PROHIBITED

8 ACTIVITIES; ESTABLISHING PROCEDURES FOR DEALING WITH RABIES;

9 CREATING PROCEDURES FOR LOST AND FOUND COMPANION ANIMALS;

10 CREATING ADMINISTRATIVE HEARINGS FOR ANIMAL CASES;

11 ESTABLISHING PENALTIES FOR VIOLATIONS.

12 BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY

13 OF ALBUQUERQUE:

14 SECTION 1. REPEALER. Chapter 9, Article 2, Parts 1, 2, 3, 4 and 5

15 ROA 1994 are repealed upon the effective date of this ordinance.

16 SECTION 2. NEW MATERIAL. Chapter 9, Article 2 is hereby added to

17 read as follows:

18 "PART 1: GENERAL PROVISIONS.

19 § 9-2-1-1. SHORT TITLE.

20 This ordinance may be cited as the "Humane and Ethical Animal Rules

21 and Treatment (HEART) Ordinance".

22 § 9-2-1-2. FINDINGS.

23 (A) The Council finds that the City shall endeavor to protect animals in the

24 City. Nothing herein shall be interpreted as expanding the scope of the City's

25 liability under the New Mexico Tort Claims Act.

[-Bracketed/Strikethrough Material-] - Deletion

1 (B) The Council further finds that the people of Albuquerque should treat
2 animals as more than just lifeless inanimate chattel property and recognizes that
3 the relationship between human beings and animals is a special relationship that
4 improves people's lives and reflects basic humanitarian beliefs.

5 (C) The Council further finds that the public mind-set toward animals must
6 shift to the more progressive, humane, and compassionate attitude evident in
7 other jurisdictions with stricter animal laws. Several other municipalities have
8 achieved positive animal population management results by aggressively
9 licensing and microchipping companion animals, permitting and tracking pet
10 sales and animal breeding, and providing funding for free low and moderate
11 income spay and neuter programs.

12 (D) The Council further finds that the City should continue to fund free low
13 and moderate income microchipping and spay and neuter programs through fees
14 collected in this ordinance and from general fund monies as needed.

15 (E) The Council further finds that it is important to assist the public in finding
16 lost pets by encouraging individuals who find strays to provide information about
17 the lost animals to the City so the City can post the information at AACC facilities
18 and on the website. The City will create a Lost and Found program that will be
19 on the City website. Individuals who have lost an animal will have the
20 opportunity to access complete information about whether the City or any other
21 person has found that animal.

22 (F) The Council further finds that in certain situations animals may pose a
23 serious public safety threat to our community. The City of Albuquerque shall
24 endeavor to work toward the prevention of animal attacks on humans and other
25 animals. Laws against chaining animals, stricter laws dealing with animal
26 overpopulation, and enforcing animal restraint and housing laws are tools to help
27 eliminate dogs roaming at large and will ultimately help make our community
28 safer.

29 (G) The Council further finds that dogs that bark excessively, and not in
30 response to any apparent stimulus, create a public nuisance. Many dogs spend
31 much of their lives alone in yards or restrained by ropes or chains. Dogs that are
32 restrained by chaining or tethering are more likely to create barking problems,
33 are more likely to be aggressive toward humans and other animals, and are more

1 likely to run away and end up in animal shelters that have no choice but to
2 euthanize them. The Council is opposed to the restraint of companion animals
3 by ropes or chains and is also opposed to owners who refuse to provide
4 adequate care or supervision for companion animals in their charge.

5 (H) The Council further finds that spayed and neutered animals are less
6 likely to run loose, bark excessively, and endanger the public and other animals.
7 Most importantly, altered animals do not add to the animal overpopulation
8 problem. Altered animals are less likely to end up at animal shelters that have no
9 other option but to destroy those animals.

10 (I) The Council further finds that companion animal over-population in the
11 City endangers animals and human beings. Animal overpopulation requires
12 taxpayers to bear the burden of caring for tens of thousands of unwanted or lost
13 animals. In 2005, the City was forced to euthanize an average of 300 unwanted
14 dogs and cats a week. We must lower the overwhelming supply of animals,
15 bringing it in line with the much lower demand.

16 (J) The Council further finds that some jurisdictions have abandoned the
17 common law rule of categorizing animals as chattel property, subject to the
18 complete discretion of the owner. These progressive jurisdictions have
19 expanded the role of government to include protecting animals from unfettered
20 callous acts that cause pain or suffering. Under this modern, progressive view,
21 the state can obtain warrants to search property based on probable cause
22 pertaining to cruelty or neglect of an animal and enter property without a warrant
23 based on exigent circumstances to seize an animal that is in need of emergency
24 medical care. The Council finds that this progressive approach is appropriate for
25 the City.

26 (K) The Council further finds that animal abuse has a direct and significant
27 correlation with domestic violence, child abuse, and elder abuse. The Council
28 finds that there are several obvious indicators of animal abuse and neglect that
29 should be much more vigorously investigated and prosecuted by the City in order
30 to help uncover other abuse occurring in the family. In many abuse situations,
31 the victim is not willing to leave behind an animal that will almost certainly
32 become the next victim of abuse. Although domestic violence and emergency

shelters provide an invaluable service, they are not able to accept animals. The AACC is in the position to help with this problem.

(L) The Council further finds that judges have a significant role in the disposition of animal cases and respectfully asks our courts to strictly enforce animal cases to the fullest extent of the law, to treat animal abuse as a serious offense, because all types of abuse have a direct correlation and must be unacceptable behavior.

(M) The Council further finds that responsible pet owners already provide adequate health care, proper food, and water and successfully restrain the animals in their custody and will not be overly burdened by this ordinance.

§ 9-2-1-3 LEGISLATIVE PURPOSE AND INTENT.

(A) The focus of this ordinance is the prevention of cruelty, harm, suffering, abandonment or death of animals caused by irresponsible pet owners and the criminal acts of callous individuals. Mandatory spay and neuter laws will help stop animal overpopulation.

(B) This ordinance is also focused on assuring that the Albuquerque Animal Care Center (AACC) not only maintains exemplary standards of humane animal care, but promotes community education regarding humane animal care and the importance of spaying and neutering companion animals. It is equally important that the staff of the AACC reach out to the community in positive ways such as putting forward friendly, helpful customer service including serious efforts to reunite lost animals with their owners and facilitate successful adoptions. The AACC is charged with implementing and enforcing the "Humane and Ethical Animal Regulations and Treatment (HEART)" Ordinance. It is the duty of all AACC employees to protect all animals in Albuquerque from neglect and abuse and to protect the public from the dangers and nuisance that are possible when irresponsible owners do not take care of their animals according to the requirements set forth in this ordinance. Many animal neglect cases can be beneficially resolved through education, mediation and counseling. The AACC shall endeavor to provide such counseling.

(C) AACC facilities are not just a series of holding pens where animals are incarcerated for doing something wrong. The AACC will humanely and compassionately care for animals housed at the AACC facilities by providing a

1 safe haven for animals while trying to reunite lost animals with their owners or
2 find new successful adoptive homes for the animals at AACC. The employees of
3 AACC shall be advocates for animals.

4 (D) The City Council intends through this ordinance to deter and modify the
5 habits and conduct of irresponsible pet owners who are the source of public
6 safety problems and the suffering of animals.

7 § 9-2-1-4 DEFINITIONS.

8 For the purpose of this ordinance, the following definitions shall apply unless
9 the context clearly indicates or requires a different meaning:

10 AACC. Albuquerque Animal Care Center.

11 AACC VETERINARIAN. A Veterinarian employed by the City and assigned
12 to AACC.

13 AACC WEBSITE. An Internet site maintained by AACC.

14 ABANDONMENT. An Owner's intentional act of abdicating reasonable care
15 or control of an Animal in a location where any reasonable person would know
16 the Animal has little chance of finding food, Potable Water or shelter.

17 ADEQUATE SHELTER. A structurally sound, adequately ventilated,
18 weatherproof structure that is comprised of non-toxic materials and interior floors
19 that minimize injury and discomfort to the Animal. The structure must be clean
20 and of a suitable size as to limit overcrowding by properly accommodating the
21 specific Animal. The structure must protect the Animal from extreme conditions.
22 The Animal must be able to lie down fully and rise to its feet, in a natural manner,
23 consistent with the Animal's species. An Adequate Shelter must be within a
24 Secure Fence.

25 ADMINISTRATIVE HEARING. The process by which any grievance under
26 this ordinance is resolved by adjudication.

27 ADMINISTRATIVE HEARING OFFICER. A contract administrative law
28 judge retained by the City to conduct hearings under this ordinance.

29 ADOPTION. The transfer of ownership of an Animal Impounded at AACC to
30 a Qualified Adopter.

31 AGGRESSIVE. With respect to a Companion Animal in the care of AACC,
32 that the Companion Animal is objectively observable as unnaturally hostile or
33 violent toward humans when unprovoked according to a comprehensive checklist

1 of observable objective characteristics of the Companion Animal compiled by two
2 or more Independent Observers conducting evaluations at different times and
3 with respect to a Companion Animal not in the care of AACC, that the
4 Companion Animal is objectively observable as unnaturally hostile or violent
5 toward humans when unprovoked according to the perspective of any
6 reasonable Person objectively observing the Companion Animal.

7 ALBUQUERQUE ANIMAL CARE CENTER OR AACC. Any premises,
8 locations or buildings designated as suitable by the Mayor for the care, custody
9 and maintenance of Animals seized by the City.

10 ALTER. To render an Animal incapable of reproduction.

11 AMERICAN VETERINARY MEDICAL ASSOCIATION. Not-for-profit
12 association representing more than 72,000 Veterinarians, the goal of which is
13 improving Animal and human health and advancing the Veterinary medical
14 profession.

15 ANIMAL. Any living nonhuman mammal, bird, reptile, or amphibian
16 including, but not limited to, bats, Companion Animals, Companion Birds,
17 Domestic Animals, Exotic or Wild Animals, Livestock, pigeons, porcupines,
18 Poultry, prairie dogs, rabbits and skunks. For the purpose of this ordinance,
19 insects and arachnids are not included in the definition of Animals.

20 ANIMAL BROKERS. Individual who or group which deals in regulated
21 Animals but does not take physical possession. Must be licensed through the
22 USDA. Sometimes known as "bunchers", unscrupulous brokers are known to
23 pose as loving adopters, even bringing children with them when responding to
24 "free to good home" ads in local newspapers.

25 ANIMAL SERVICE OFFICER OR ASO. Any Person employed by the City,
26 assigned to AACC and charged by the Mayor with enforcement of this ordinance
27 in the field and to perform other duties as assigned by the Mayor.

28 ANIMAL-DRAWN VEHICLE. Any vehicle pulled by an Animal.

29 ANIMAL-DRAWN VEHICLE PERMIT OR ADVP. A Permit allowing a Person
30 to attach an Animal to a vehicle for the purpose of moving the vehicle.

31 ANIMAL EXHIBIT. A Companion Animal or Companion Bird show, petting
32 zoo, pony ride, rodeo or other Animal activity operated for the purposes of

1 showing Animals. Prohibited Exotic or Wild Animals are forbidden in Animal
2 Exhibits.

3 ANIMAL FIGHTING PARAPHERNALIA. Equipment that any reasonable
4 Person would ascertain is used for Animal fighting purposes which includes, but
5 is not limited to, (1) instruments designed to be attached to the leg of a bird, such
6 as a knife, gaff or other sharp instrument, (2) items to train and condition dogs to
7 fight including, but not limited to, hides or other material used as hanging devices
8 to strengthen or condition dogs, wooden sticks or handles used to pry open dog's
9 jaws, performance enhancing drugs or substances, or food or water additives,
10 and (3) the presence of any dog that appears to be a fighting dog alone or
11 together with Animals suspected of being used as Bait Animals, including, but not
12 limited to, rabbits, cats and other dogs.

13 ANIMAL HANDLER. Any Person employed by the City, assigned to AACC
14 and charged by the Mayor to humanely receive, inspect, feed, clean and care for
15 Animals Impounded at AACC, to assist the public and Rescue Groups in viewing
16 and selecting Companion Animals and to perform other duties as assigned by
17 the Mayor.

18 ANIMAL HEALTH TECHNICIAN or VET TECH. Any Person employed by
19 the City, assigned to AACC and charged by the Mayor to assist the AACC
20 Veterinarian.

21 ANIMAL POSSESSION LIMITS. The number of Animals allowable at one
22 Household without generating the need for a Multiple Animal Site Permit.

23 ANIMAL SERVICE PROVIDER. Any Establishment that takes temporary
24 possession of an Animal from the Owner, not on the Owner's property, to
25 perform a service for the Animal or Owner, including, but not limited to, Grooming
26 Parlors, Animal Day Care establishments and Boarding Kennels, but excluding
27 Pet Stores. Animal Service Provider does not include a licensed Veterinarian.

28 ANIMAL SHELTER. A pound, lot, premises or building maintained by the
29 City or a private organization, for the care and custody of animals.

30 ANTI-RABIES VACCINATION. Inoculation with an anti-rabies vaccine
31 recognized and approved by the State of New Mexico and given in an amount
32 sufficient to provide immunity from rabies for a minimum of one year.

1 AT LARGE. An Animal, on or off the Owner's premises, that is not contained
2 by a Secure Fence, a Secure Facility, a Secure Enclosure, secured in the back of
3 a pickup truck, inside a vehicle with proper ventilation or restrained on a leash no
4 longer than eight feet held by a responsible Person capable of controlling the
5 Animal. Verbal commands do not constitute control of an Animal. An At Large
6 Animal is in violation of the leash law.

7 BAIT ANIMAL. An Animal used to train or condition other Animals to fight
8 and includes, but is not limited to, living dogs, cats and rabbits exposed to attack
9 by other dogs used or trained to be used in dog fighting or to make the attacking
10 Animal more confident and Aggressive.

11 BASIC GROOMING. Examination, attention and acts reasonably necessary
12 to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in
13 healthy condition. Basic Grooming also obligates an Owner to provide any and
14 all materials an Animal requires for self-grooming. Basic Grooming does not
15 include acts to maintain appearance only.

16 BASIC MEDICAL CARE. Reasonable medical care required by the species,
17 including, but not limited to, periodic examinations by a Veterinarian, prompt
18 Veterinary care when required, age and species appropriate Vaccinations, Basic
19 Grooming and internal and external Parasite Control where appropriate.

20 BITE. A puncture or tear of the skin inflicted by the teeth of a Companion
21 Animal.

22 BITTERING AGENT. Nontoxic substance added to palatable toxic
23 substances, including, but not limited to, antifreeze, to make those substances
24 unpalatable to Animals and humans. It is important to note that this additive
25 does not change the toxic nature of antifreeze.

26 BOARDING KENNEL. An Establishment where Animals are housed
27 overnight for the benefit of the Owner but does not include Guard Dog Sites,
28 state inspected Veterinary hospitals, Pet Stores, or Zoos.

29 BONA FIDE ANIMAL SHOW. An exhibition approved by the Mayor of
30 Companion Animals, Companion Birds or Horses in competition for prizes or
31 awards that does not include sales or fighting.

32 CAGE. A structure for confining birds or animals, enclosed on at least one
33 side by a grating of wires or bars that lets in air and light.

1 CHAIN. A chain, tether or other device used to restrain an animal when the
2 Animal is not accompanied by a Person.

3 CHAINING OR TETHERING. Confining an Animal when unattended by an
4 individual with a tether, rope, chain, or other device to a doghouse, stake, tree,
5 structure or other stationary object.

6 CHEMICAL RESTRAINT DRUG. Any drug administered to a Companion
7 Animal prior to Euthanasia to reduce aggressiveness, excessive mobility or
8 stress to the Companion Animal including, but not limited to, ketamine, xylazine,
9 and acepromazine.

10 CLERICAL WORKER. Any Person employed by the City, assigned to AACC
11 and charged by the Mayor to provide Adoption services to the public, answer
12 telephones, enter data or perform other duties as assigned by the Mayor.

13 COCKFIGHT OR COCKFIGHTING. A fight arranged by a Person involving
14 one or more birds and that has the purpose or probable result of one bird
15 inflicting injury on or killing another bird.

16 COMMERCIAL PROPERTY. Any property not zoned for dwelling units
17 under the Comprehensive City Zoning Code. A vehicle or other temporary
18 mobile facility used for the purpose of doing business concerning or involving
19 Animals shall also be deemed Commercial Property for the purposes of this
20 ordinance.

21 COMPANION ANIMAL. A dog or cat that is not a Hybrid.

22 COMPANION BIRD. A bird commonly kept as a pet by humans and
23 confined on the property of the Owner, including, but not limited to, parakeets,
24 canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and
25 lories, but excluding:

- 26 (1) all of the family Anatidae (waterfowl);
27 (2) all of the family Tetraonidae (grouse and ptarmigans);
28 (3) all of the family Phasianidae (quail, partridges and pheasants);
29 (4) all of the family Meleagridae (wild turkeys) except for the domestic strains
30 of turkeys;
31 (5) all of the family Perdidae (francolins);
32 (6) all of the family Gruidae (cranes);
33 (7) all of the family Rallidae (rails, coots and gallinules);

- 1 (8) all of the family Charadriidae (plovers, turnstones and surfbirds);
- 2 (9) all of the family Scolopacidae (shorebirds, snipe, sandpipers and
- 3 curlews);
- 4 (10) all of the family Recurvirostridae (avocets and stilts);
- 5 (11) all of the family Phalaropodidae (phalaropes);
- 6 (12) all of the family Columbidae (wild pigeons and doves) except for the
- 7 domestic strains of pigeons; and
- 8 (13) ducks, geese, chickens and other poultry.

9 CONFISCATE. A City official has Seized an Animal with the intent and
10 purpose to divest the Owner of all interest in the Animal and following the
11 procedures set forth in this ordinance, to convey all rights, ownership and
12 interests in the Animal to the City of Albuquerque for the benefit of the Animal
13 and the public.

14 CONSTRUCTIVE POSSESSION. The exercise of dominion and control
15 over the location and treatment of property without taking physical possession of
16 the property.

17 CRATE. A device or structure designed for the temporary confinement of an
18 Animal.

19 CRUELTY. A Person intentionally killing an Animal without Lawful
20 Justification or mistreating, injuring, maiming, disfiguring, tormenting, torturing,
21 beating, mutilating, burning, scalding, poisoning, attempting to poison or
22 otherwise unnecessarily causing an Animal to suffer physical or emotional harm.

23 Any of the following is a separate act of Cruelty: failing to provide necessary
24 sustenance to an Animal under that Person's Custody or control, failing to
25 provide Adequate Shelter, failing to provide Potable Water, failing to provide
26 palatable, nutritious food of adequate quantity, taunting an Animal, dyeing, or
27 artificially coloring an Animal under the age of 12 weeks, transporting an Animal
28 in an open vehicle without proper restraints, leaving an Animal in a vehicle when
29 the temperature is such that it could cause pain or suffering to the Animal.

30 Abandonment or Neglect of an Animal is Cruelty. Inaction of the Owner toward
31 an Animal in need of Basic or Emergency Medical Care is Cruelty. Surgery by a
32 Veterinarian is not Cruelty but ear cropping, de-barking, tail docking or Alteration
33 by an individual who is not a Veterinarian is Cruelty. Euthanasia by a

1 Veterinarian or a Euthanasia Qualified Employee of AACC shall not be deemed
2 Cruelty provided it is carried out by methods specified in this ordinance or by
3 other generally accepted methods. The application of pesticides or rodenticides
4 by a properly licensed professional is not Cruelty.

5 CUSTODY. The possession, control over and responsibility for an Animal by
6 a Person who may or may not be the Owner.

7 DEA. Drug Enforcement Agency.

8 DIRECTOR. The Director of the Environmental Health Department of the
9 City.

10 DISPLAY. Any exhibition, act, circus, ride, trade show, carnival, parade,
11 race, photographic opportunity, performance or similar undertaking in which
12 Animals are required to perform or participate for the intended amusement or
13 benefit of an audience.

14 DOGGIE DAY CARE. An Establishment that takes temporary possession of
15 an Animal to provide safety, comfort and socialization for the Animal.

16 DOMESTIC ABUSE BOARDING. A program at AACC where Animals
17 owned by a victim of a Domestic Abuse Situation may obtain temporary housing
18 at AACC.

19 DOMESTIC ABUSE SITUATION. Any situation defined in the Crimes
20 Against Household Members Act, §§30-3-10 NMSA 1978, et seq.

21 DOMESTIC ANIMAL. Any Animal whose psychology has been determined
22 or manipulated through selective breeding and which does not occur naturally in
23 the wild and includes, but is not limited to, ferrets, gerbils, guinea pigs, hamsters,
24 horses, mice, rabbits, donkeys, rats and kangaroo rats. All Companion Animals
25 are Domestic Animals but all Domestic Animals are not Companion Animals.

26 EMERGENCY MEDICAL CARE. The care required in response to a
27 traumatic injury or rapidly evolving health crisis concerning an Animal.

28 ENVIRONMENTAL ENRICHMENT. Safe products appropriate for the
29 species that will stimulate mental, physical and grooming activities for Animals.

30 ESTABLISHMENT. A place of business in a zone other than a Residential
31 Zone together with its grounds and equipment.

32 ESTRUS. The regularly recurring state rendering a female Animal capable
33 of accepting the male Animal for breeding and conception.

1 EUTHANASIA. The killing of an Animal in a manner commonly recognized
2 as humane and acceptable by local Veterinarians or HSUS. Intra-cardiac shots
3 are absolutely prohibited as a form of Euthanasia at AACC.

4 EUTHANASIA AUTHORIZED. Employees of AACC who have met the
5 necessary training requirements to perform Euthanasia and have been
6 authorized by the Person In Charge to humanely destroy the life of an Animal.

7 EUTHANASIA QUALIFIED EMPLOYEE. An AACC employee who is trained
8 and certified by HSUS to be qualified to perform Euthanasia and approved by the
9 Mayor to perform Euthanasia at City facilities.

10 EUTHANASIA ROOM. A separate room at AACC facilities used to perform
11 Euthanasia and for no other purpose and which meets all the requirements set
12 forth in this ordinance.

13 EXOTIC OR WILD ANIMALS. Those species of Animals that are exotic to
14 humans. Exotic Animals include, but are not limited to, any or all of the following
15 orders and families, whether bred in the wild or in captivity, and any or all
16 hybrids. The Animals listed in parentheses are intended to act as examples and
17 are not to be construed as an exhaustive list or limit the generality of each group
18 of Animals, unless otherwise specified:

19 A. Class Mammalia

20 (1) Order Artiodactyla (hippopotamuses, giraffes, camels, deer, not cattle
21 or swine or sheep or goats)

22 (2) Order Carnivora

23 (a) Family Felidae (lions, tigers, cougars, leopards, ocelots, servals,
24 not domestic cats)

25 (b) Family Canidae (wolves, coyotes, foxes, jackals, not domestic
26 dogs)

27 (c) Family Ursidae (all bears)

28 (d) Family Mustelidae (weasels, skunks, martens, minks, not
29 ferrets)

30 (e) Family Procyonidae (raccoons, coatis)

31 (f) Family Hyaenidae (hyenas)

32 (g) Family Viverridae (civets, genets, mongooses)

33 (3) Order Edentatia (anteaters, armadillos, sloths)

- 1 (4) Order Marsupialia (opossums, kangaroos, wallabies, not sugar gliders)
- 2 (5) Order Perissodactyla (rhinoceroses, tapirs, not horses or donkeys or
- 3 mules)
- 4 (6) Order Primates (lemurs, monkeys, chimpanzees, gorillas)
- 5 (7) Order Proboscidae (elephants)
- 6 (8) Order Rodentia (squirrels, beavers, porcupines, not guinea pigs, or
- 7 rats, or mice, or gerbils, or hamsters)

8 B. Class Reptilia

9 (1) Order Squamata

- 10 (a) Family Varanidae (only water monitors and crocodile monitors)
- 11 (b) Family Iguanidae (only green iguanas and rock iguanas)
- 12 (c) Family Boidae (all species whose adult length has the potential
- 13 to exceed eight feet in length)
- 14 (d) Family Colubridae (only boomslangs and African twig snakes)
- 15 (e) Family Elapidae (coral snakes, cobras, mambas) - All species
- 16 (f) Family Nactricidae (only keelback snakes)
- 17 (g) Family Viperidae (copperheads, cottonmouths, rattlesnakes) -

18 All species

- 19 (2) Order Crocodilia (crocodiles, alligators, caimans, gavials) - All species
- 20 (3) Order Cetacea (whales, dolphins, porpoises)
- 21 (4) Order Pinnipedia (seals, sea lions, walruses)

22 EXOTIC OR WILD ANIMAL COLLECTION PERMIT OR EWACP. The

23 Permit allowing a Person to own a Permissible Exotic or Wild Animal within the

24 Albuquerque City Limits.

25 EXTREME CRUELTY. A Person is guilty of Extreme Cruelty to Animals if a

26 Person intentionally or maliciously tortures, mutilates, injures or kills an Animal,

27 or if a Person poisons an Animal. Extreme Animal Cruelty is governed by §§ 30-

28 18-1 NMSA 1978 et seq. and is a Fourth Degree Felony, punishable by a fine up

29 to \$5000 and 18 months imprisonment.

30 FACILITY-WIDE CONTAGION. The presence of any disease at AACC

31 which could be passed from one Animal to another or to humans to a degree not

32 ordinarily found in nature and exacerbated by the close proximity of large

33 numbers of Animals at AACC.

1 FIGHTING BIRD. A bird that is possessed, reared or trained for use in, or
2 that is actually used in, a Cockfight or any other fight or contest involving
3 Animals.

4 FIGHTING DOG. A dog that is trained for use in, or that is actually used in a
5 fight with other dogs or any other Animal.

6 FINDER. Any Person who discovers and temporarily takes possession of a
7 Companion Animal that has been separated from its Owner.

8 FOSTER. To take temporary Custody of any Animal with the approval of or
9 at the request of AACC to administer veterinary care, groom, train, provide
10 special feeding, care for or otherwise provide for the Animal.

11 FOSTER CARE PROVIDER. Any Person who fosters an Animal from or
12 through AACC to lend aid and comfort and to otherwise assist in making the
13 Animal Adoptable or, in the case of Domestic Abuse Boarding, to provide a safe,
14 homelike environment to minimize the negative effects on the Animal of being
15 separated from its family.

16 FOUND COMPANION ANIMAL. A Stray Animal that is temporarily
17 possessed by a Person who has registered with AACC to hold the Animal for
18 Reclaim by the Owner or subsequent disposition as provided in this ordinance.

19 GAFF. An artificial steel spur designed for attachment to the leg of a
20 Fighting Bird.

21 GROOMING PARLOR. An Establishment that is maintained in whole or in
22 part for the purposes of performing cosmetological services for Animals.

23 GUARD DOG. A dog that is used to protect a Guard Dog Site.

24 GUARD DOG SITE. An Establishment that utilizes a Guard Dog.

25 GUARD DOG SITE PERMIT OR GDSP. The Permit required for a Guard
26 Dog Site.

27 HARNESS. With respect to a dog, a properly fitting apparatus that is not
28 abrasive and that restrains the dog by the body and shoulders without the
29 involvement of the neck. With respect to a cat, a properly fitting apparatus that is
30 not abrasive featuring adjustable collar buckles around the neck that are joined to
31 an adjustable girth.

32 HEALTHY. That an Animal is free from disease and not suffering from any
33 objectively observable illness.

- 1 HOUSEHOLD. A human social or family unit comprised of Persons living,
2 residing and domiciled in the same residence.
- 3 HSUS. The Humane Society of the United States or its successor entities.
- 4 HYBRID. An Animal created by breeding Animals of different species.
5 Dogs, wolves and coyotes are different species for purposes of this definition.
- 6 IDENTIFIED. A Companion Animal that has an affixed License Tag,
7 Microchip, Tattoo or other indication of the Owner sufficient for AACC or any
8 other Person to contact the Owner or is known to an ASO or other AACC
9 employee.
- 10 ILLNESS. A malady, injury, impairment, or physical/mental condition that
11 requires veterinary care.
- 12 IMPOUND. Receipt of an Animal by AACC for processing as provided in this
13 ordinance.
- 14 INDEPENDENT OBSERVER. A Person who evaluates a dog for Aggressive
15 behavior without knowing about the conclusions or observations of another
16 Person who has also evaluated the dog. Independent Observer shall also mean
17 a Person who evaluates a dog with no predisposition or prejudice concerning the
18 dog and who is free from influence by any third Person desiring any certain
19 outcome of the assessment.
- 20 INJURED. The condition of an Animal's being harmed, disabled or impaired
21 in a physical sense which is determined by the reasonable objective observation
22 of wounds, injured limbs, broken bones, or disfiguring lacerations.
- 23 INTACT. A dog or a cat over six months old that has not been Altered.
- 24 INTACT COMPANION ANIMAL PERMIT OR ICAP. The annual Permit
25 issued to the Owner of a Companion Animal that has not been Altered.
- 26 INTACT COMPANION ANIMAL SITE. Any residence, building or other
27 structure in a Residential Zone that is used in whole or in part to house or keep
28 an Intact Animal.
- 29 INTAKE AREA. The area set aside at each AACC facility where Animals are
30 dropped off by the public, Surrendered by the Owner, or brought in by Animal
31 Service Officers or other public safety personnel.
- 32 INTAKE DAY. The first day of arrival of an Animal at AACC during which
33 time the Animal goes through the Intake Process.

1 INTAKE PROCESS. The procedure for receiving, documenting,
2 photographing, physically examining, vaccinating, de-worming and applying
3 parasite prevention to Animals that arrive at AACC, and includes all activities
4 between the time of arrival and the time the Animal is put in the Enclosure where
5 it will be housed while at AACC.

6 INTENT TO ADOPT. A document filed with AACC indicating that a Qualified
7 Adopter wants to Adopt a Companion Animal not currently available for Adoption.

8 LAWFUL JUSTIFICATION. A strictly construed defense to a charge of
9 Cruelty based on an immediate need to defend a threatened Person or Animal
10 from an imminent attack by an Animal apparently capable of causing death or
11 serious bodily injury to the threatened individual or Animal.

12 LEASH LAW. Animals, other than wild animals not owned by any human,
13 must be restricted at all times by either a Secure Fence, a Secure Facility, a
14 Secure Enclosure, secured in the back of a pickup truck, inside a vehicle with
15 proper ventilation, or be on a leash no longer than 8 feet long accompanied by a
16 person able to control the Animal.

17 LETHAL DRUG. A chemical that causes the humane death of an Animal
18 and that is approved by the AACC Veterinarian and the Mayor.

19 LICENSE. An Albuquerque Companion Animal License.

20 LICENSE TAG. The tag supplied by AACC or its agents that contains the
21 number of an Albuquerque Companion Animal License.

22 LITTER. One or more sibling offspring Companion Animal under six months
23 old.

24 LITTER PERMIT. Permit required when an Animal becomes pregnant.

25 LITTER SURRENDER AGREEMENT. An agreement between the Mayor or
26 his or her designated representative(s) and the Owner of a Litter.

27 LIVE HUMANE TRAP. Any device designed to catch and restrict an Animal
28 without causing any harm to the Animal.

29 LIVESTOCK. Livestock as defined in the State Livestock Code and shall
30 include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules,
31 chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels),
32 farmed cervidae, swine, sheep or goats.

1 LOST AND FOUND PROGRAM. An AACC program that focuses on
2 reuniting lost Animals with their Owners.

3 LOW INCOME PERSON. (1) a Person who possesses (a) an EBT card
4 issued by the State of New Mexico for Food Stamps, (b) either the annual letter
5 of statement of benefits or monthly benefit card for Supplemental Security
6 Income, (c) an EBT card issued by the State of New Mexico for the Temporary
7 Assistance for Needy Families program, or (d) a Medicaid health benefit card or
8 (2) a Person (a) whose income is 50% or less of the median gross income for the
9 City adjusted for family size, as determined by the U.S. Department of Housing
10 and Urban Development or by figures obtainable from the Family and Community
11 Services Department of the City of Albuquerque or its successor agencies, and
12 (b) who signs and submits an affidavit to AACC swearing that his or her income
13 is 50% or less of the median gross income for the City, adjusted for family size.

14 MAYOR. The Mayor of the City of Albuquerque or his or her designee.

15 MEDICAL WAIVER CERTIFICATE. A document written by a Veterinarian
16 stating why a Companion Animal should not be altered. Used in cases when
17 Alteration would pose a substantial threat to the health of the Animal.

18 MICROCHIP. A passive transponder which can be implanted in an Animal
19 by injection and which is a component of a radio frequency identification (RFID)
20 system, but excluding any system that is not compatible with the scanner used
21 by AACC.

22 MODERATE INCOME PERSON. Any Person (1) whose income is 80% or
23 less of the median gross income for the City adjusted for family size, as
24 determined by the U.S. Department of Housing and Urban Development or by
25 figures obtainable from the Family and Community Services Department of the
26 City or its successor agencies, and (2) who signs and submits an affidavit to
27 AACC swearing that his or her income is 80% or less of the median gross
28 income for the City, adjusted for family size.

29 MULTIPLE COMPANION ANIMAL SITE OR MCAS. Property in a
30 Residential Zone upon which, by virtue of a Permit, the Owner is allowed to
31 exceed the authorized Companion Animal number limits authorized by this
32 ordinance.

1 MULTIPLE COMPANION ANIMAL SITE PERMIT OR MCASP. The Permit
2 required to operate a Multiple Companion Animal Site.

3 NEGLECT. The failure of an Owner to provide care for an Animal in the
4 Owner's Custody which failure causes an Animal to suffer physical or emotional
5 harm.

6 NIGHTTIME. The period starting at 10:01 p.m. and ending at 7:00 a.m. the
7 following day.

8 OWNER. A Person who possesses an Animal and claims a legally valid
9 right of possession of an Animal superior to the rest of the world. Under this
10 ordinance, any Person acting as the agent of the Owner and any Person over the
11 age of 18 in a Household and left in charge of an Animal may be deemed the
12 Owner.

13 OWNER SURRENDER. The relinquishment by the Owner of all rights in and
14 to an Animal to AACC.

15 OWNER SURRENDER ACKNOWLEDGEMENT FORM. The AACC form
16 that an Owner executes in order to relinquish an Animal to AACC.

17 PARASITE CONTROL. Eradication of pests such as insects, ticks, fleas,
18 worms, and other organisms living or seeking to live in or on an Animal.
19 Reasonable Parasite Control measures must be employed to eradicate parasites
20 from all areas an Animal has access to and from the body of the Animal.

21 PERMANENT IDENTIFICATION. Companion dogs and cats required to
22 have a permanent, easily detectable, identification number applied by a
23 Veterinarian by means of a Microchip or Tattoo.

24 PERMISSIBLE EXOTIC OR WILD ANIMALS. Exotic or Wild Animals, the
25 Ownership of which does not violate state or federal law.

26 PERMIT. A document evidencing approval by the Mayor to conduct a
27 certain activity or possess a certain Animal.

28 PERMIT HOLDER. A qualified person to whom a valid permit has been
29 provided.

30 PERMITTED PREMISES. The Establishment, residence, real property or
31 other site for which a valid Permit has been issued.

32 PERSON. An individual, firm, partnership, corporation, company, society,
33 association or legal entity, and every officer, agent or employee thereof.

1 PERSON IN CHARGE. The individual present or individual in apparent
2 supervision or control of a premise.

3 PET STORE. An Establishment that, in whole or in part, offers Animals,
4 other than Companion Animals, for sale or resale, or sells Animals to consumers
5 or wholesalers.

6 PET STORE PERMIT OR PSP. A Pet Store Permit for Pet Stores that do
7 not sell Companion Animals.

8 POLICE OFFICER. Any sworn member of the Albuquerque Police
9 Department or any sworn officer of any other law enforcement agency authorized
10 and empowered to enforce or execute laws in the City.

11 POSSESSION. Custody of an Animal.

12 POTABLE WATER. Water that is safe for drinking.

13 POULTRY. Any bird that is kept as a pet or any bird that is commonly used
14 by humans for eggs or meat. Companion Birds are not considered Poultry in this
15 ordinance.

16 PROHIBITED EXOTIC OR WILD ANIMALS. Any Exotic or Wild Animal that
17 is unlawful to own, possess, keep, harbor, bring into the city, have in one's
18 possession or allow to breed under federal or state law.

19 PROOF OF OWNERSHIP. Any documentation or evidence which proves to
20 the satisfaction of the Mayor that a Person is the Owner of an Animal, including,
21 but not limited to, an Albuquerque Companion Animal License, Microchip
22 identification, Veterinarian invoice, official registration, or photographs of the
23 Animal.

24 PROTECTIVE CUSTODY. The temporary control over and care of an
25 Animal at AACC.

26 PROVOKED. The response of an Animal that a reasonable Person believes
27 the Animal has taken to defend itself, its Owner or family member, or another
28 Person within its immediate vicinity from assault, actual or perceived, or to
29 defend real property belonging to its Owner or family member.

30 QUALIFIED ADOPTER. A Person who is 18 years of age or older, who has
31 never been convicted of any form of Cruelty under any law and in addition has
32 not been convicted two or more times for any violation of this ordinance or its
33 predecessor ordinances, has never had any Animal-related Permit Revoked or

1 Suspended, has never failed to Reclaim an Animal from AACC, has not
2 Surrendered an Animal within one year of the time of Adoption and has never
3 been convicted of child or domestic abuse.

4 QUARANTINE. The segregation of an Animal for any time as required under
5 state law or this ordinance in order to control the spread of rabies or contagious
6 illness.

7 RABIES VACCINATION. Inoculation with an anti-rabies vaccine recognized
8 and approved by the State of New Mexico and given in an amount sufficient to
9 provide immunity from rabies for a minimum of one year.

10 RECLAIM. An Owner's recovery of an Animal that has been Impounded at
11 AACC.

12 REHABILITATORS. Individuals who provide professional care to sick,
13 injured, and orphaned wild animals so they can ultimately be returned to their
14 natural habitats. Such rehabilitation is not an attempt to turn wild animals into
15 pets. Patients are held in captivity only until they are able to live independently in
16 the wild.

17 RESCUE GROUP OR RESCUE INDIVIDUAL. Those groups or individuals
18 approved by the Mayor for the purpose of Adopting Animals from AACC at a
19 reduced rate to provide needed medical, grooming, behavioral or rehabilitative
20 services in order to facilitate successful Adoptions of Animals.

21 RESERVE ANIMAL SERVICE OFFICER OR RESERVE ASO. Any Person
22 who volunteers without compensation to assist ASOs in the field.

23 RESIDENTIAL ZONE. "Zone, Residential" as defined in the city's
24 Comprehensive Zoning Code.

25 RETURN BY ADOPTER. That an Animal has been returned to AACC within
26 thirty days of Adoption.

27 SAFE HAVEN. The period of time when an Animal is exempt from
28 Euthanasia.

29 SANCTUARY. Areas protected through the management of human activities
30 to provide and maintain habitat, other wildlife, and the ecosystems that support
31 them. Inclusions: National Wildlife Areas, Migratory Bird Sanctuaries,
32 Conservation Areas and Marine Protected Areas.

1 SECURE ENCLOSURE. Cage or box, that may be portable, from which an
2 Animal is not able to escape or be invaded.

3 SECURE FENCE. A visible protective or confining barrier that prevents any
4 Animal, including Guard Dogs, from escaping the property on which the Animal is
5 being restricted. The Secure Fence shall also reasonably protect the Animal
6 within the fence from other Animals or people coming into contact with the
7 restrained Animal. This includes a dog run type structure.

8 SECURE FACILITY. A house or building in which an Animal is being
9 restricted that will prevent the Animal, including a Guard Dog, from being able to
10 escape.

11 SEIZE. To take Custody of an Animal with or without notice to the Owner or
12 the consent of the Owner. Exigent circumstances must exist if an Animal is
13 taken into Custody without notice to the Owner or the consent of the Owner.

14 SENIORS. Persons 65 years of age or older.

15 SERVICE ANIMAL. A dog trained or being trained by a recognized school for
16 training dogs to assist Persons with disabilities; an Animal recognized as a
17 Service Animal pursuant to the American with Disabilities Act of 1990; or any
18 other Animal approved by the Governor's Committee on Disability as acceptable
19 in public places and trained to provide some special assistance to a Person with
20 a disability.

21 SEVERE MEDICAL CONDITION. A condition that results in an Animal
22 requiring, permanently or for an extended period, a high level of constant care to
23 maintain comfort, sustain life, or attend to a bodily function that the Animal
24 cannot manage itself.

25 SLASHER. A steel weapon resembling a curved knife blade designed for
26 attachment to the foot of a Fighting Bird.

27 SPRING LOADED TRAP. Any device used to capture an Animal by the leg
28 or any extremity by closing on the Animal by the action of a spring or any other
29 mechanism designed to hold, immobilize or otherwise automatically detain an
30 Animal for any purpose. The City does not consider this to be a humane trap.

31 STAFFING LEVELS FOR ANIMAL CARETAKING. The minimum number of
32 kennel staff that must be available at AACC according to the Animal population
33 at AACC as set forth in the October 2000 HSUS Report to the Albuquerque

1 Animal Services Division under the heading titled "Staffing Levels for Animal
2 Caretaking" at page 96 of said report and the minimum number of ASOs that
3 must be available according to the HSUS Report at page 159.

4 STRAY. An Animal that is At Large.

5 SURRENDER. The relinquishment of Ownership of an Animal to AACC by
6 the Owner of the Animal.

7 TATTOO. An indelible mark placed on an Animal to serve as Permanent
8 Identification.

9 TIME. Days spent at AACC.

10 TREATABLE ILLNESS. An illness, injury, impairment, or physical/mental
11 condition that can be reasonably treated using proper medication.

12 TROLLEY. A cable strung between two fixed and stable points, to which a
13 dog on a short lead is attached, allowing for freedom of movement.

14 TROLLEY PERMIT. A permit issued by the City authorizing the use of a
15 Trolley. In order to obtain a Trolley Permit, the applicant must prove that all other
16 means of restricting the Animal to the personal property have been exhausted.

17 UNIDENTIFIED. An animal that has no identification sufficient to allow
18 AACC to determine the Owner's identity.

19 USDA. The United States Department of Agriculture or its successor.

20 VACCINATION OR VACCINATE. Administer a vaccine to an Animal,
21 including, but not limited to, rabies, distemper, parvo, para influenza, corona virus
22 or bordatella and other vaccines deemed necessary from time to time by the
23 Mayor.

24 VERMIN. Wild rodents and various insects including flies, mosquitoes, ants
25 and wasps.

26 VETERINARIAN. A Doctor of Veterinary Medicine licensed to practice in the
27 State of New Mexico.

28 VETERINARY EMERGENCY CLINIC OR VEC. Any entity which contracts
29 with the city for Veterinarian services.

30 VOLUNTEER. Any Person who performs any Animal services function or
31 assists any AACC employee without compensation.

1 VOLUNTEER COORDINATOR. A person employed by the city, of at least
2 class M-14, assigned to AACC for the purpose of recruiting and maintaining a
3 cadre of highly committed volunteers.

4 WOLF HYBRID. The offspring of a domesticated dog that has been bred
5 with a wolf.

6 WORKING DAYS. The days AACC is open to the public.

7 ZOO. The Rio Grande Zoological Park and others zoos accredited by the
8 American Zoological Association.

9 § 9-2-1-5 ADMINISTRATION.

10 Rules and Regulations. Reasonable rules and regulations may be
11 prescribed by the Mayor to carry out the intent and purpose of this ordinance,
12 pursuant to standards created by this ordinance.

13 § 9-2-1-6 PERJURY.

14 It is unlawful for any person to make any false affidavit, or knowingly swear
15 or affirm falsely to any document, matter or thing required to be sworn to or
16 affirmed by the terms of this ordinance.

17 § 9-2-1-7 NO PRIVATE CAUSE OF ACTION.

18 Nothing in this Ordinance is intended to create a private cause of action.

19 § 9-2-1-8 EXEMPTION FOR ZOO AND AQUARIUM.

20 Nothing in this Ordinance shall apply to the employees of the Albuquerque
21 Aquarium or the Rio Grande Zoo while acting within the scope of their
22 employment and consistent with accepted zoological practices.

23 PART 2: CARE, MAINTENANCE, HOUSING, RESTRAINT AND
24 TRANSPORTATION STANDARDS.

25 Any person who violates a provision of this ordinance shall be deemed guilty
26 of a petty misdemeanor and, upon conviction thereof, shall be subject to the
27 penalty provisions set forth in § 1-1-99 ROA 1994. Every violation of this
28 ordinance shall be a separate misdemeanor. Every day this ordinance is violated
29 shall be considered a separate offense. Upon receipt of a citation, the person
30 cited must appear in court.

31 The Owners of less common and Permissible Exotic or Wild Animals are
32 responsible for knowing and meeting the specific needs of the Animals in their

care. Ignorance of these needs will not be a defense against prosecution for failure to provide proper care, maintenance and housing.

§ 9-2-2-1 REQUIRED CARE AND MAINTENANCE FOR MAMMALS AND BIRDS KEPT ON RESIDENTIAL PROPERTY.

(A) Food and Water.

(1) Food. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy Animal. Additionally the amount of food administered must properly conform to the individual Animal's age and condition.

(2) Water. Mammals and birds shall be provided with constant access to a supply of Potable Water in sufficient amount as to maintain good health as required by the species whether Animals are outdoors or indoors.

(B) Medical Treatment.

(1) Mammal and bird Owners shall provide regular Basic Medical Care and Emergency Medical Care as defined in this ordinance for all their Animals.

(2) No Animal should ever be allowed to suffer due to lack of medical care.

(3) Owners of Companion Animals or ferrets over three months of age shall have the Companion Animals and ferrets Vaccinated against rabies no less frequently than required under state law.

(C) Required Alteration of Companion Animals. All dogs and cats over the age of six months shall be Altered by a Veterinarian except as provided herein.

(1) Owners of Companion Animals may seek an exemption from this regulation if Alteration would be dangerous for the Companion Animal due to advanced age or health issues. The Mayor may grant this exemption if the Owner of the Animal can provide proof in the form of a letter from a Veterinarian stating such reasons.

(2) Owners of Companion Animals may buy an Intact Animal Permit for up to four Animals per residence as an exemption to this regulation.

1 (D) Female Animals in Estrus. While a female Companion Animal is in
2 Estrus, such Animal shall be isolated and protected from interaction with Intact
3 male Companion Animals of the same species unless breeding is intended
4 consistent with the requirements of this ordinance.

5 (E) Basic Grooming. All Animals shall be groomed in accordance with the
6 definition of Basic Grooming as applicable to the species. Basic Grooming is
7 necessary to maintain the eyes, ears, beaks, hooves, feet and skin of an Animal
8 in healthy condition. Basic Grooming ensures that the toenails or hooves are not
9 so long as to cause the Animal not to be able to move normally or to cause pain
10 to the Animal. Basic Grooming also includes the Owner providing an Animal with
11 whatever the Animal needs for self-grooming. Grooming the coat on most
12 Animals is necessary to insure the coat is not matted to the point that it becomes
13 so heavy as to cause skin irritation or trap fecal matter. The Animal shall not be
14 so dirty as to provide a home for parasites and insects. No Animal shall be
15 allowed to have foreign objects imbedded in its skin, fur or hair other than the
16 required Microchip for Companion Animals.

17 (F) Environmental Enrichment. Owners shall provide safe products,
18 appropriate for the species, that will stimulate mental, physical and grooming
19 activities.

20 (G) Permanent Identification. All Companion Animals shall be
21 Permanently Identified by a Microchip or Tattoo. Microchipping shall be available
22 for free at AACC for Low Income Persons and Seniors. It is the Owner's
23 responsibility to contact AACC for information regarding using a Tattoo as a
24 Permanent Identification.

25 § 9-2-2-2 HOUSING AND RESTRAINT STANDARDS FOR MAMMALS
26 AND BIRDS KEPT ON RESIDENTIAL PROPERTY.

27 (A) Leash Law. All Animals, other than wild Animals not owned by any
28 human, must be restricted at all times by either a Secure Fence, a Secure
29 Facility, a Secure Enclosure, secured in the back of a pickup truck, inside a
30 vehicle with proper ventilation, or be on a leash no longer than 8 feet long
31 accompanied by a person able to control the Animal.

32 (B) General Standards that apply to both indoor and outdoor locations
33 including Secure Facility and Secure Fence.

1 (1) Cleanliness. Feces and soiled bedding must be removed at
2 least weekly to prevent odors and possible dangerous or toxic exposure or
3 contamination by fecal material, mold or internal and external parasites that could
4 harm the Animal or cause the spread of disease to other Animals or humans.
5 Premises shall be kept in such a way that no animal has an opportunity to
6 become entangled with loose wire, or get splinters from wooden boards, or come
7 into contact with other yard trash that could harm an Animal.

8 (2) Hazards. All areas where Animals are kept shall be maintained
9 in a manner that no Animal can accidentally or intentionally come into contact
10 with chemicals or other dangerous substances including, but not limited to,
11 antifreeze that could potentially poison an Animal.

12 (3) Exposure to insects and parasites. Areas where the Animal will
13 be spending time shall be maintained to minimize the Animal's exposure to fleas,
14 ticks, flies, mosquitoes, ants, wasps, bees, maggots or other insects that could
15 potentially cause the Animal harm or discomfort.

16 (C) Indoor - Secure Facility.

17 (1) Companion Animals kept in Cages or Crates indoors must be
18 kept in a Crate, Cage or enclosure larger than that required for Boarding
19 Kennels, Pet Stores and Animal Shelters in § 9-2-2-4 of this ordinance.

20 (2) Companion Birds kept in Cages must have enough room to
21 spread their wings and have at least 2 perches of different diameters available to
22 them.

23 (3) Other Animals kept indoors in Cages, Crates or other
24 enclosures must be provided with adequate space to prevent overcrowding and
25 to allow the Animals to maintain normal exercise levels required by the size,
26 temperament and type of Animal.

27 (D) Outdoor - Secure Fence.

28 (1) Space Requirement. When Animals are outdoors restricted by
29 a Secure Fence they must be provided with adequate space to prevent
30 overcrowding and to allow the Animals to maintain normal exercise levels
31 required by the size, temperament and type of Animal.

32 (2) Adequate Shelter and shade. Animals that are not allowed free
33 access to the Household must be provided with Adequate Shelter and shade. A

1 structure that provides Adequate Shelter might not provide adequate shade: for
2 example, a doghouse that protects the dog from wind and rain may be too hot
3 inside when exposed to direct sunlight during the warmer months so shade must
4 also be provided. Outside housing shall protect Animals from any extreme
5 weather conditions that may be detrimental to the health or comfort of the
6 Animals.

7 (3) Chaining, when not accompanied by a Person.

8 (a) Chaining is prohibited as a means of outdoor
9 confinement for more than one hour during any twenty-four hour period.

10 (b) No Chain shall weigh more than 1/8 of the Animal's
11 weight.

12 (c) The Chain must be affixed to the Animal by the use of a
13 non-abrasive, well-fitted harness.

14 (d) The Chain must be at least 12 feet long and fastened so
15 the Animal can sit, walk, and lie down using natural motions.

16 (e) The Chain must be unobstructed by objects that may
17 cause the Chain or the Animal to become entangled.

18 (f) The Chain shall have a swivel on both ends.

19 (g) The Chained Animal shall be surrounded by a barrier
20 sufficient to protect the Chained Animal from At Large Animals. The barrier shall
21 be sufficient to prevent children from accidentally coming into contact with the
22 Chained Animal.

23 (4) Trolley. A person may apply for a Trolley Permit as a means of
24 restricting an Animal to one's property. Trolleys shall be used for no longer than
25 nine hours in a twenty-four hour period. The animal attached to a Trolley shall be
26 surrounded by a barrier sufficient to protect the Animal from At Large animals.
27 The barrier shall be sufficient to prevent children from accidentally coming into
28 contact with the chained animal. To use a Trolley, the Owner must have a valid
29 Trolley Permit.

30 (5) Crates. The use of a Crate is prohibited as a means of outdoor
31 confinement for the purpose of circumventing the Secure Fence requirement or
32 the Chaining prohibition of this ordinance.

1 (6) Cages and other enclosures. Companion Birds kept in Cages
2 must have enough room to spread their wings and have at least 2 perches of
3 different diameters available to them. Other outdoor enclosures must provide the
4 basic needs, including shade, as stated in this ordinance.

5 § 9-2-2-3 REQUIRED CARE AND MAINTENANCE FOR MAMMALS AND
6 BIRDS KEPT AT BOARDING KENNELS, GUARD DOG SITES, ANIMAL
7 SHELTERS INCLUDING THE ALBUQUERQUE ANIMAL CARE CENTER AND
8 PET STORES (Non-residential sites). Pet Stores are not allowed to sell dogs or
9 cats.

10 Facilities must have an adequate number of employees on duty to maintain
11 the care and maintenance standards in this ordinance. Each Animal shall be
12 observed daily by the Person in Charge.

13 (A) Food and Water.

14 (1) Food. Mammals and birds shall be provided with
15 uncontaminated, edible, nutritious food, which is of adequate quantity as to
16 maintain the normal weight and condition of a healthy Animal. Additionally, the
17 amount of food administered and feeding times must properly conform to the
18 individual Animal's age and condition. Food should be stored in a rodent proof
19 and insect proof container. Open food must be kept in covered, washable
20 containers. Refrigeration shall be available and used for partially consumed cans
21 of food. Food and water dishes must not be made of plastic and must be
22 washed after every meal. There should be a designated area available to wash
23 dishes with hot water and the appropriate disinfectant.

24 (2) Water. Mammals and birds shall be provided with constant
25 access to a supply of Potable Water in sufficient amount as to maintain good
26 health as required by the species whether the Animal is outdoors or indoors.

27 (B) Medical Treatment.

28 (1) Boarding Kennels.

29 (a) The services of a locally available Veterinarian must be
30 retained and his or her name must be listed on the application for the Animal
31 Service Provider Permit. AACC must be notified if a change in Veterinary
32 services occurs. If there is a medical problem with an Animal and the Owner's

1 Veterinarian is not available, the Veterinarian listed for the kennel shall be
2 contacted as soon as possible.

3 (b) Sick Animals should be placed in their own enclosures
4 and given medical attention immediately.

5 (c) No Animal should ever be allowed to suffer due to lack of
6 medical care.

7 (2) Animal Shelters including AACC.

8 (a) Veterinary Services shall be available to Animals in
9 shelters 24 hours a day, 7 days a week. AACC shall employ at least 2 full time
10 Veterinarians and contract with or employ additional staff to meet the
11 requirements of this ordinance.

12 (b) Sick Animals should be placed in their own enclosures
13 and given medical attention immediately.

14 (c) No Animal should ever be allowed to suffer due to lack of
15 medical care.

16 (3) Pet Stores.

17 (a) The services of a locally available Veterinarian must be
18 retained and his or her name must be listed on the application for the Animal
19 Service Provider Permit. AACC must be notified if a change in Veterinary
20 services occurs. The listed Veterinarian shall be used whenever there is a health
21 concern.

22 (b) Sick Animals should be placed in their own enclosures
23 and given medical attention.

24 (c) No Animal should ever be allowed to suffer due to lack of
25 medical care.

26 (4) Guard Dog Sites.

27 (a) Both the Owner of the Guard Dog and the owner of the
28 Guard Dog Site must retain the services of a locally available Veterinarian and
29 his or her name must be listed on the application for the Guard Dog Site Permit.
30 AACC must be notified if a change in Veterinary services occurs. The listed
31 Veterinarian shall be used whenever there is a health concern.

32 (b) Sick Animals should be placed in their own enclosures
33 and given medical attention.

1 (c) No Animal should ever be allowed to suffer due to lack of
2 medical care.

3 (C) Required Alteration of Companion Animals. No Companion Animal
4 owned by a person who lives in Bernalillo County or the surrounding counties of
5 Valencia, Sandoval, Cibola, Santa Fe and Torrance shall leave any Animal
6 Shelter including AACC without having been Altered except as provided herein.
7 The foregoing does not apply to a permitted Intact Animal which is not required to
8 be Altered until Impounded twice at AACC or to an Animal whose Alteration
9 would be dangerous due to age or health issues. This provision does not apply
10 to Boarding Kennels and Guard Dog Sites. Intact Animals at Guard Dog Sites
11 must have Intact Animal Permits.

12 (D) Female Animals in Estrus. While a female Companion Animal is in
13 Estrus, such Animal shall be isolated and protected from interaction with Intact
14 male Companion Animals of the same species unless breeding is intended
15 consistent with the requirements of this ordinance. No breeding is allowed at
16 Guard Dog Sites, Pet Stores or Animal Shelters including AACC.

17 (E) Basic Grooming. All Animals shall be groomed in accordance with
18 this ordinance as described by the definition of Basic Grooming as applicable to
19 the species. Basic Grooming is necessary to maintain the eyes, ears, beaks,
20 hooves, feet and skin of an Animal in healthy condition. Basic Grooming
21 includes making sure that the toenails or hooves are not so long as to cause the
22 Animal not to be able to move normally or to cause pain to the Animal. Basic
23 grooming also includes providing the Animal with whatever the Animal needs for
24 self-grooming. No Animal shall be allowed to have a coat that is matted to the
25 point that it becomes so heavy as to cause skin irritation or trap fecal matter.
26 The Animal shall not be so dirty as to provide a home for parasites and insects.
27 No Animal shall be allowed to have foreign objects imbedded in its skin, fur or
28 hair other than the required Microchip for Companion Animals. Boarding
29 Kennels are not required to provide Basic Grooming for boarded Animals.

30 (F) Environmental Enrichment. Mammals and Companion birds kept
31 overnight shall be provided with safe products appropriate for the species that
32 will stimulate mental, physical and grooming activities. Boarding Kennels may

1 waive this requirement. No toy shall be used by more than one Animal. Toys
2 shall not be allowed to get so dirty that the toy could be a health hazard.

3 (G) Permanent Identification. No Companion Animals shall be allowed to
4 leave any Animal Shelter including AACC without being Microchipped. Boarding
5 Kennels are not responsible for Microchipping.

6 § 9-2-2-4 HOUSING AND RESTRAINT STANDARDS FOR MAMMALS
7 AND BIRDS KEPT AT BOARDING KENNELS, GUARD DOG SITES, ANIMAL
8 SHELTERS INCLUDING THE ALBUQUERQUE ANIMAL CARE CENTER
9 (AACC) AND PET STORES (Non-residential sites).

10 (A) General Housing and Restraint Standards. Housing provided must
11 meet the criteria of a Secure Facility or Secure Fence as defined in this
12 ordinance.

13 (1) Leash Law. All Animals, other than Wild Animals not owned by
14 any human, must be restricted at all times by either a Secure Fence, a Secure
15 Facility, a Secure Enclosure, secured in the back of a pickup truck, inside a
16 vehicle with proper ventilation, or be on a leash no longer than 8 feet long
17 accompanied by a Person able to control the Animal.

18 (2) Living quarters for Animals must be waterproof, structurally
19 sound, and have no protrusions that could injure Animals.

20 (3) Cleanliness. The entire premises shall be kept clean and in
21 good repair in a manner which will protect Animals from disease or injury. Feces
22 and urine must be removed at least twice daily from Companion Animal living
23 quarters to prevent odors and possible dangerous or toxic exposure or
24 contamination by fecal material, mold or internal and external parasites that could
25 harm the Animal or cause the spread of disease to other Animals or humans.
26 After cleaning, cats shall not be returned to their enclosures until the enclosures
27 have air dried. Soiled bedding must be changed daily. If hosing the enclosures,
28 the Animals must be removed and not allowed to come in contact with the dirty,
29 pooled water or wet floors. Animals shall never be squirted with water. Suitable
30 drainage must be provided. There can be no standing water.

31 (4) Hazards. All areas where Animals are kept shall be maintained
32 in a manner such that no Animal can accidentally or intentionally come into
33 contact with chemicals or other dangerous substances including, but not limited

1 to, antifreeze that could potentially poison an Animal. A room or closet must be
2 available to store cleaning supplies. Cleaning supplies and food cannot be
3 stored together. Provisions shall be made for the timely removal and proper
4 disposal of Animal and food waste, soiled bedding, dead Animals, and debris.
5 Disposal facilities and methodology shall minimize vermin infestation, odors, and
6 disease.

7 (5) Exposure to insects and parasites. Areas where the Animal will
8 be spending time shall be maintained to minimize the Animal's exposure to fleas,
9 ticks, flies, mosquitoes, ants, wasps, bees, or other insects that could potentially
10 cause the Animal harm or discomfort.

11 (B) Indoor - Secure Facility.

12 (1) Minimum floor space and other requirements for cats.

13 (a) Cats shall have a minimum of four square feet of flat
14 floor space and twenty-two inches of vertical space.

15 (b) Cats shall always have access to litter. The size of a
16 litter box shall be subtracted when measuring the minimum space required for a
17 cat.

18 (c) When there is more than one cat in an enclosure,
19 additional floor and vertical space and resting perches are required. This does
20 not include a cat with kittens.

21 (2) Minimum floor space requirements for dogs.

22 (a) Dogs weighing less than 30 pounds shall have eight
23 square feet of flat floor space and two feet of vertical space per dog.

24 (b) Dogs weighing between 30 and 65 pounds shall have 12
25 square feet of flat floor space and three feet of vertical space per dog.

26 (c) Dogs that weigh more than 65 pounds shall have 24
27 square feet of flat floor space and three feet of vertical space per dog.

28 (3) Minimum requirements for birds.

29 (a) Birds must have enough room to spread their wings to
30 their full width.

31 (b) Birds must have at least two perches of different
32 circumferences available to them.

1 (4) Any other Animals not specifically listed should be provided
2 with adequate space to prevent overcrowding and to allow the Animal to maintain
3 normal exercise levels required by the species, size and temperament of the
4 Animal.

5 (5) Heating and cooling systems are required if needed to keep the
6 temperature between 60 and 80 degrees Fahrenheit. All kennel buildings
7 constructed after the effective date of this ordinance that are not fully and
8 constantly enclosed shall be required to contain radiant floor heat. Existing
9 kennel buildings not fully and constantly enclosed must install radiant floor heat
10 within five years of the effective date of this ordinance. Ventilation must be such
11 that there are no drafts in the winter, odors, or moisture condensation. The
12 general ventilation guideline for the areas in which the Animals are confined is
13 ten to fifteen fresh air changes per hour. All kennel buildings constructed after
14 the effective date of this ordinance shall install ventilation systems that adhere to
15 this guideline. Existing kennel buildings that do not meet this guideline must do
16 so within five years of the effective date of this ordinance.

17 (6) Ample light must exist so that all areas of the building and
18 Animal enclosures can be easily examined. Any lights in Animal areas should
19 have covers such as protective sleeves for fluorescent bulbs.

20 (7) Fire suppression equipment and automatic emergency fire
21 suppression devices and systems such as sprinkler systems shall be available
22 and in working order at all times in all areas where Animals are kept. This is
23 especially important whenever Animals are left unattended by humans. Existing
24 facilities have 10 years from the passage of this ordinance to install automatic
25 sprinklers. New facilities must be built to include fire suppression equipment and
26 automatic emergency fire suppression devices and systems such as sprinkler
27 systems.

28 (C) Outdoor - Secure Fence.

29 (1) Space Requirements. When Animals are outdoors restricted
30 by a Secure Fence, they must be provided with adequate space to prevent
31 overcrowding and to allow the Animal to maintain normal exercise levels required
32 by the size, temperament and type of Animal.

1 (2) Adequate Shelter and shade. Animals that are not allowed free
2 access to go inside a building must be provided with Adequate Shelter and
3 shade. A structure that provides Adequate Shelter might not provide adequate
4 shade: for example, a doghouse that protects the dog from wind and rain may be
5 too hot inside when exposed to direct sunlight during the warmer months so
6 shade must also be provided. Outside housing shall protect Animals from any
7 extreme weather conditions that may be detrimental to the health or comfort of
8 the Animals. Suitable drainage must be provided and there can be no standing
9 water.

10 (3) Chaining. Chaining is prohibited as a means of outdoor
11 confinement in non-residential areas.

12 (4) Trolley. Trolleys are prohibited as a means of outdoor
13 confinement in non-residential areas.

14 (5) Crate. Crates are prohibited as a means of outdoor
15 confinement in non-residential areas.

16 (6) Cages and other stackable kennel enclosures with wire
17 bottoms are prohibited. The exceptions to this are Companion Bird and ferret
18 cages and enclosures with plastic coated mesh floors with holes smaller than
19 one square inch. Rabbit hutches may have a wire bottom no more than one half
20 the floor.

21 § 9-2-2-5 STANDARDS FOR GROOMING PARLORS AND DOGGIE DAY
22 CARE FACILITIES.

23 (A) Indoor and outdoor facilities must meet the definitions of "Secure
24 Facility" and "Secure Fence". Indoor temporary enclosures for Animals must be
25 structurally sound and have no protrusions that are reasonably likely to injure
26 Animals. Temporary enclosures must be large enough for the Animals to stand
27 up, lie down and stretch out comfortably. Cats shall have access to litter.
28 Ventilation must be such that there are no strong odors. If the outdoor facilities
29 include enclosures for the Animals, they must be waterproof. Outdoor facilities
30 must provide shade from the sun and shelter from rain or snow. Suitable
31 drainage must be provided. There can be no unintentional standing water.

32 (B) Cleanliness. Feces and urine shall be removed as necessary to
33 prevent the Animals from becoming soiled and to prevent odors but under no

1 circumstances less than twice each day or every time a new Animal is placed in
2 a temporary enclosure. All areas of the premises must be kept clean and in good
3 repair. A room or closet must be available to securely store cleaning supplies.
4 Provisions shall be made for the timely removal and proper disposal of Animal
5 waste and debris. Disposal facilities and methodology shall minimize vermin
6 infestation, odors and disease.

7 § 9-2-2-6 TRANSPORTING ANIMALS IN VEHICLES.

8 When transporting Animals they must be kept safe.

9 (A) Pickup Trucks. Animals that are transported in the bed of a pickup
10 truck must be humanely restrained or Crated to prevent the possibility of the
11 Animal falling out, protected from extreme temperatures and provided with a non-
12 metal surface to sit or stand on.

13 (1) Humanely restrained. The Animal must be attached to the
14 truck by means of a Harness, not a neck collar, in a way to insure that the animal
15 cannot jump out of or fall from the truck or be strangled. There must be two fixed
16 point fastening locations at least two feet apart to attach the harness to in order
17 to prevent the Animal from strangling or falling out.

18 (2) Crate. If an Animal is put in a Crate or other enclosure, the
19 Crate or enclosure must be securely fastened to the bed or sides of the truck so
20 that the Crate or enclosure cannot turn over or fall out.

21 (3) Protection from weather. No Animal shall be left in the bed of a
22 truck whether in a Crate or not when the weather is such that the Animal will be
23 exposed to extreme heat, cold or rain.

24 (B) Cars, Vans and RVs. Animals riding inside vehicles that are not in
25 Crates or other enclosures must not be allowed access to a window opened wide
26 enough for the Animal to jump, fly or fall out. Animals left unattended in cars,
27 vans or RVs must have adequate ventilation to prevent the temperature in the
28 vehicle from rising high enough such that any reasonable Person would know
29 that the Animal would suffer from heat exposure. During the warmer months, no
30 amount of ventilation will keep the car from getting too hot. If the Mayor
31 determines that an Animal in a vehicle is in immediate danger, the Mayor may
32 enter the vehicle by whatever means necessary, without being liable to the owner
33 of the vehicle, and seize the Animal.

1 (C) Transporting more than one Animal. In addition to all other regulations
2 in this ordinance, Animals should never be overcrowded when being transported.
3 If the Animals are Crated or kept in any enclosure, they may be allowed to share
4 a Crate but each Animal should be able to stand up, move around, lie down and
5 stretch out naturally. If Crates or enclosures are stacked, they must be attached
6 securely to prevent the Crates or enclosures from falling or turning over. If
7 Crates or other enclosures are stacked, it is important that no urine or feces are
8 passed between Crates and enclosures.

9 PART 3: REQUIRED LICENSE AND PERMITS.

10 § 9-2-3-1 REQUIRED ALBUQUERQUE COMPANION ANIMAL LICENSE.

11 (A) Albuquerque Residents. All residents of Albuquerque who own
12 Companion Animals shall have a current annual Albuquerque Companion Animal
13 License for each Companion Animal they own that is over the age of three
14 months.

15 (B) Non-Resident. Any Person who lives in Bernalillo County or the
16 surrounding counties of Valencia, Cibola, Sandoval, Torrance or Santa Fe and is
17 not a City resident but who keeps a Companion Animal in the city for more than
18 15 consecutive days or an aggregate of 30 days in any year shall obtain an
19 Albuquerque Companion Animal License.

20 (C) Companion Animals must have a current Rabies Vaccination and be
21 Microchipped or Permanently Identified before the Owner can be issued a
22 License.

23 (D) Low Income Persons, Seniors, and Owners of Service Dogs must
24 obtain an annual License for their Companion Animals but are exempt from the
25 annual License fee.

26 (E) Impounded Companion Animals. Any Person who lives in Bernalillo
27 County or the surrounding counties of Valencia, Cibola, Sandoval, Torrance or
28 Santa Fe who owns a Companion Animal that has been impounded by AACC
29 shall obtain a City License.

30 (F) License Tags. A License Tag shall be issued with each License.

31 (1) Any Companion Animal outside the Owner's real property shall
32 wear a collar or a Harness with a current License Tag and an Anti-Rabies

1 Vaccination Tag attached to the collar or Harness, even if the Companion Animal
2 is Microchipped.

3 (2) A collar or Harness with the required tags attached may be
4 removed from the Companion Animal temporarily for medical care, training,
5 grooming, or when the Companion Animal is in a Bona Fide Animal Show.

6 (3) Replacement License tags shall be sold at the AACC at a cost
7 of \$4 each.

8 (G) License fees are not refundable and Licenses are not transferable to
9 any other Companion Animal.

10 (H) The fee for an Albuquerque Companion Animal License is as stated in
11 § 9-2-3-16 of this ordinance.

12 (I) The fee for late License renewal shall be a minimum of \$10.

13 § 9-2-3-2 PERMITS: GENERAL PROVISIONS.

14 (A) A Permit is not a property right.

15 (B) The Mayor can refuse to issue, revoke, suspend or modify Permits
16 and impose conditions or limits upon the issuance of Permits, including the
17 declaration of moratoria regarding issuance of Permits.

18 (C) Permits expire one year from the date of issue, unless otherwise
19 specifically provided in this ordinance.

20 (D) The Mayor shall charge a reasonable inspection fee for compliance
21 inspections.

22 (E) Permits are not transferable or refundable.

23 (F) The Fees for Permits are as stated in § 9-2-3-16 of this ordinance.

24 § 9-2-3-3 PERMIT HOLDERS: GENERAL DUTIES AND REQUIREMENTS.

25 Permit Holders must comply with all the requirements of this ordinance, state
26 law, and federal law. Additionally, Permit Holders must comply with the following
27 duties and requirements. Any violation by a Permit Holder may result in
28 revocation, suspension or modification of the Permit.

29 (A) Permit Holders shall meet the standards of a Qualified Adopter.

30 (B) Permit Holders shall comply with all special requirements pertaining to
31 the type of Permit held.

32 (C) Inspections.

1 (1) A permitted Establishment, other than a residence, shall allow
2 entry and inspection of the Permit Holder's premises by the Mayor. Upon
3 presentation of proper identification, the Mayor shall be allowed to enter any
4 Permitted Establishment for the purpose of making an inspection of the premises
5 for compliance with this ordinance or an inspection to ascertain the existence or
6 nonexistence of conditions dangerous to health or safety or otherwise relevant to
7 the public interest in conformance with the provisions of the Public Health Act,
8 NMSA 1978, 24-1-1 et seq. (2006).

9 (2) The holder of a Permit pertaining to a permitted activity in a
10 residence may consent to an inspection but also has the right to deny entry for
11 an inspection or schedule the inspection at a convenient time and attempt to
12 prove compliance to the satisfaction of the Mayor by means other than
13 inspection. If the Mayor finds that the Permit Holder is not in compliance, the
14 Permit Holder may request an Administrative Hearing to prove compliance to the
15 satisfaction of the Administrative Hearing Officer. Nothing herein limits the
16 authority of the city or other law enforcement authority to seek or obtain a search
17 warrant if there is probably cause of crime on private property or an inspectorial
18 order for the purpose of ascertaining the existence or nonexistence of conditions
19 dangerous to health or safety or otherwise relevant to the public interest.

20 (3) The Person in Charge of the Permitted Premises shall be
21 allowed to accompany the Mayor on his inspection.

22 (4) Upon completion of an inspection of a Permitted Premises, the
23 Mayor shall prepare a written inspection report stating whether the Permitted
24 Premises is in compliance with or in violation of the requirements of this
25 ordinance.

26 (5) If the Mayor determines the Permitted Premises is not in
27 compliance with the provisions of this ordinance, the report shall specify the
28 nature of the noncompliance.

29 (6) The Mayor and the Person in Charge of the Permitted
30 Premises shall sign the inspection report.

31 (7) A copy of the inspection report shall be furnished to the Person
32 in Charge at the time of the inspection.

1 (8) All inspection reports for business Permitted Premises shall be
2 posted on the AACC Website.

3 (D) Records. The Mayor shall be allowed to examine all records pertinent
4 to the origin, care and disposition of Animals owned by the Permit Holder. A
5 current record shall be kept which describes all Animals owned, purchased or
6 received by the Permit Holder and the disposition of each Animal. Permit
7 Holders shall promptly produce any and all documents pertaining to medical care
8 and ownership records for inspection upon request of the Mayor. Permit Holders
9 who sell, give away, loan, transfer or in any way alienate possession or
10 ownership of an Animal shall keep records containing the name and address of
11 each recipient, the date of disposition and the Permanent Identification of each
12 Companion Animal. All required documents shall be kept for three years after
13 the death or other disposition of any Animal owned by the Permit Holder.

14 (E) Permit Holders shall comply with all city ordinances including, but not
15 limited to, the Comprehensive Zoning Code and Noise Ordinance provisions that
16 pertain to Animals.

17 (F) Any Permitted Premises open to the public shall post a sign
18 conspicuously observable by the public which states that all Companion Animals
19 in the city must be spayed or neutered unless they possess an Intact Animal
20 Permit and they must be Licensed and Microchipped or otherwise Permanently
21 Identified. Such signs shall be at least 8 1/2 inches by 11 inches in size and
22 contain lettering at least 1 inch in height.

23 (G) Non-residential Permitted Premises shall post their Permit in a
24 conspicuous place.

25 (H) The Permit Holder shall notify the Mayor of any changes which may
26 affect the status of the Permit and shall keep the Mayor informed of any changes
27 in the Permit Holder's name, address, home and business telephone numbers,
28 location of the Permitted Premises, emergency contacts and activities covered by
29 the Permit.

30 (I) Both the Person in Charge of a Permitted Premises and the Owner of
31 the Permitted Premises shall be responsible for complying with this ordinance.

32 § 9-2-3-4 PERMIT RENEWALS.

1 (A) An application for the renewal of a Permit shall be filed with AACC not
2 less than 30 days before the date the Permit expires.

3 (B) The application, inspection procedures and fees for Permit renewals
4 shall be the same as those for new applications.

5 (C) Failure to renew a Permit as specified shall result in the expiration of
6 the Permit. In addition to the renewal fee the Mayor may charge a late fee.

7 § 9-2-3-5 PERMIT APPLICATIONS.

8 (A) Applicants for any Permit shall meet the standards of a Qualified
9 Adopter.

10 (B) Application Process.

11 (1) The application form shall require the applicant to affirm under
12 penalty of perjury that the applicant meets the standards of a Qualified Adopter
13 and to provide information that is sufficient to assure the Mayor that the applicant
14 has the knowledge and facilities adequate to care for the Animals covered by the
15 Permit in a manner that protects both the Animals and the public.

16 (2) The application form shall require the applicant to supply the
17 names, addresses and phone numbers of two adults not living at the same
18 address as the applicant, or each other, for the purpose of being emergency
19 contacts. These people must agree to take responsibility for the Animals in the
20 event the Permit Holder becomes unable to take care of the Animals covered by
21 their Permit.

22 (3) No Person shall be issued a Permit if that Person is jointly
23 interested in the Permit or otherwise in privity with any Person who does not
24 meet the standards of a Qualified Adopter.

25 (4) Within 30 days of the receipt of a Permit application the Mayor
26 shall review the application and inspect the premises. The Mayor shall approve,
27 conditionally approve or deny the Permit application and notify the applicant in
28 writing of the decision.

29 (5) The Mayor may approve an application only after the following
30 determinations are made:

31 (a) the standards established by this ordinance and other
32 applicable laws and regulations have been met;

1 (b) the issuance of a Permit will not result in activity which
2 presents a danger to the public health, safety or welfare; and

3 (c) the issuance of a Permit does not create a nuisance for
4 any Person.

5 (6) If any affected party wishes to appeal the Mayor's decision
6 regarding a Permit application, the party may request an Administrative Hearing
7 before the Administrative Hearing Officer.

8 § 9-2-3-6 INTACT COMPANION ANIMAL PERMIT OR ICAP.

9 Owners of dogs and cats over the age of six months that have not been
10 Altered shall obtain an Intact Companion Animal Permit for those Animals.

11 (A) All Intact Companion Animals must be Licensed and Permanently
12 Identified by a Microchip or other identification method acceptable to the Mayor
13 before an ICAP can be issued.

14 (B) No Person shall have more than four Intact Companion Animals in
15 any Household.

16 (C) The Household shall be secure against ingress by Companion
17 Animals of the same species or egress of the Companion Animal for which the
18 ICAP is issued. The Household shall meet the standards of a Secure Facility or
19 a Secure Fence.

20 (D) If an Intact Companion Animal that has been issued an ICAP is
21 Impounded twice by AACC, the ICAP will be automatically revoked and the Intact
22 Companion Animal will be required to be Altered. If an Intact Companion Animal
23 is Impounded twice and must therefore be Altered, the Permit Holder shall pay
24 AACC to Alter the Companion Animal.

25 (E) If an ICAP Holder wants to breed an Intact Companion Animal or if a
26 female Intact Companion Animal has been impregnated, the ICAP Holder must
27 obtain a Litter Permit prior to the birth of the Litter.

28 (F) Medical Waiver Certificate.

29 (1) If Alteration of a Companion Animal would endanger the health
30 of the Companion Animal due to age or illness, a Veterinarian may complete a
31 Medical Waiver Certificate stating the reasons why the Companion Animal
32 should not be Altered.

1 (2) The Medical Waiver Certificate must include a description of
2 the Companion Animal, including the Permanent Identification information.

3 (3) Upon receipt of a Medical Waiver Certificate, the Mayor may
4 request a second opinion from a different Veterinarian.

5 (4) The Mayor may direct the AACC Veterinarian to examine any
6 Animal listed in a Medical Waiver Certificate if there appears to be an abundance
7 of Medical Waiver Certificates from one particular Veterinarian or Veterinary
8 clinic.

9 (5) If there is a difference of opinion between the two Veterinarians
10 as to whether the Companion Animal may be safely Altered, a written notice will
11 be provided to the Owner indicating that a Medical Waiver Certificate has been
12 rejected. The Owner will then be required to Alter the Animal or pay for an Intact
13 Companion Animal Permit. The decision to deny a Medical Waiver Certificate
14 due to a difference in professional opinions by two Veterinarians may be subject
15 to appeal by the Owner.

16 (6) Upon the acceptance of a Medical Waiver Certificate by AACC,
17 the Owner shall be issued an Intact Companion Animal Permit free of charge.

18 (7) Medical Waiver Certificates shall be valid for one year. Upon
19 expiration of the Medical Waiver Certificate, the Owner shall be required to
20 reapply for the Intact Companion Animal Permit.

21 § 9-2-3-7 COMPANION ANIMAL LITTER PERMIT.

22 (A) Owners of female intact Companion Animals must obtain a Litter
23 Permit prior to the birth of a Litter or within one week after the birth of the Litter.

24 (B) All female Intact Companion Animals must have an ICAP and be
25 Licensed and Microchipped or otherwise Permanently Identified before a Litter
26 Permit will be issued.

27 (C) No Person shall apply for or obtain more than four Litter Permits per
28 Household in any consecutive 12 month period.

29 (D) No Person shall apply for or obtain more than one Litter Permit per
30 female Companion Animal per Household in any consecutive 12 month period.

31 (E) Litter Permits expire six months from the date of issue.

32 (F) During the time the Litter Permit is in effect and while the Litter is with
33 the mother, but for no longer than six months from the time of birth of the Litter,

1 the Litter Permit Holder may exceed the Animal Possession Limits in this
2 ordinance.

3 (G) AACC may waive the Litter Permit Fee for Rescue Groups and
4 Fosters.

5 (H) The following Care and Disposition requirements regarding Litter
6 Companion Animals are in effect whether or not the Owner of the Litter
7 possesses a Litter Permit:

8 (1) Puppies and kittens shall have at least the first in any series of
9 required Vaccinations and be de-wormed by a de-worming treatment consistent
10 with the size and age of the Animal before being transferred to a new Owner or
11 otherwise separated from the mother.

12 (2) Puppies and kittens shall be microchipped or otherwise
13 Permanently Identified prior to being separated from the mother. Proof of
14 Permanent Identification must be provided to AACC.

15 (3) The Litter Permit Holder shall upon transfer or conveyance of
16 the kitten or puppy, deliver a complete Vaccination record to the new Owner.

17 (4) The Litter Permit Holder shall document and retain for
18 inspection the name and address of each recipient of any Litter Companion
19 Animal once owned by the Litter Permit Holder.

20 (5) The Litter Permit Holder is liable for the medical costs, including
21 medicine, for any puppy or kitten that is diagnosed as sick by a Veterinarian
22 within one week from the date of sale. The Litter Permit Holder shall reimburse
23 the new Owner the costs associated with the sick Animal, up to the amount of
24 money the puppy or kitten was purchased for. The new Owner shall be allowed
25 to keep the puppy or kitten even if the Litter Permit Holder pays the medical
26 costs. The new Owner or the Litter Permit Holder may appeal to the
27 Administrative Hearing Officer if there is a dispute as to the fact of the Illness or
28 the amount of the charges. If the Litter Permit Holder does not prevail on appeal,
29 the Litter Permit Holder shall reimburse the costs of the appeal to the new
30 Owner.

31 (6) A Litter Permit is required to advertise any Companion Animal
32 under the age of six months old for sale, gift or other transfer or conveyance, in

any local periodical or newspaper of general circulation. The Litter Permit number must be included in any advertisement.

(7) Failure to advertise without including a valid Litter Permit number shall be a violation of this ordinance. Any Person who advertises a Companion Animal and purports in the advertisement to reside outside the city limits or lists a telephone number outside the city limits and is subsequently found to maintain Companion Animals inside the city limits or is found attempting to sell Companion Animals in the city limits is in violation of this ordinance. Each day of possession of each said Animal will constitute a separate offense.

(8) Puppies and kittens can only be sold, given as a gift or other transfer or conveyance from the location listed on the Litter Permit. Puppies or kittens being sold on public property or commercial property even with the Owner's permission are in violation of this ordinance and the puppies and kittens may be seized.

(9) Puppies and kittens shall not be sold to a Pet Store, Animal Broker or other Animal dealer.

(10) Puppies and kittens shall not be released from the Permitted Premises prior to 8 weeks of age.

§ 9-2-3-8 MULTIPLE COMPANION ANIMAL SITE PERMIT OR MCASP.

Any Person intending to exceed the maximum limit of six Companion Animals, no more than four of which are dogs, in a Household shall obtain a Multiple Companion Animal Site Permit (MCASP).

(A) All Companion Animals at a Multiple Companion Animal Site shall be Licensed, Microchipped or otherwise Permanently Identified. Fostering a pregnant Companion Animal and her eventual offspring is a temporary exception to this rule.

(B) A MCASP will only be granted to applicants in a Residential Zone.

(C) Any adjoining property owner may petition the Administrative Hearing Officer for revocation, modification or suspension of a MCASP if the adjoining property owner is reasonably aggrieved by any effects of the Multiple Animal Site.

(D) No Person shall keep or maintain more than 15 Companion Animals at any MCASP site, no more than four of which can be Intact. This limit may be exceeded under special circumstances determined by the Mayor.

§ 9-2-3-9 PERMISSIBLE EXOTIC OR WILD ANIMAL COLLECTION
PERMIT OR EWACP.

(A) Any Person who wishes to receive, purchase, own or keep 15 or more Permissible Exotic or Wild Animals shall first obtain an Exotic or Wild Animal Collection Permit (EWACP).

(B) The applicant shall supply AACC with a list of all Exotics owned by the applicant. The EWACP Holder shall supply an updated list every year as part of the Permit renewal process.

(C) Notwithstanding the foregoing, zoological parks, Rehabilitators licensed through the State of New Mexico, Veterinary hospitals, and the humane society shelters are excluded from the provisions of this section, provided that the excluded facilities use protective devices adequate to prevent the Exotic or Wild Animals from escaping or injuring the public and the Animals will not be used in any kind of testing or experimentation. The city expects these excluded entities to treat the Exotic or Wild Animals in their possession in a humane manner as stated in this ordinance.

(D) No Person shall own, harbor or keep any species in violation of federal or New Mexico law.

(E) Exotic or Wild Animals shall never be released from captivity within the city limits without written permission from the Mayor whether or not the Owner has an EWACP.

(F) The Mayor may Seize the Exotic or Wild Animal for its Owner's failure to obtain an EWACP or comply with this ordinance and such Animal shall become the property of the city. The EWACP Holder or Owner of the Exotic or Wild Animal is liable for any costs incurred by the city and such costs may result in a lien being placed against the Exotic or Wild Animal.

(G) The Mayor shall use Seizure procedures which protect the public, the Exotic or Wild Animal and other Animals. The Mayor may convey an Exotic or Wild Animal in his possession to any Zoo, Sanctuary or refuge or dispose of the Animal in a Humane Manner.

§ 9-2-3-10 GUARD DOG SITE PERMIT OR GDSP.

Any Person wishing to operate a Guard Dog Site shall obtain a Guard Dog Site Permit (GDSP).

(A) Any Person wishing to operate a Guard Dog Site shall have a Tax ID number and be registered under the Albuquerque Business Registration Ordinance before applying for a GDSP.

(B) The Owner of the Guard Dog must have an Intact Companion Animal Permit for each Intact dog.

(C) The GDSP attaches to the real property and the GDSP Holder may not transfer Guard Dogs to a separate site lacking a GDSP.

(D) A GDSP will not be granted for property in a Residential Zone or within 250 feet of a school.

(E) When a Guard Dog is on duty outside of a building, the premises must be enclosed by a Secure Fence.

(F) The escape of a Guard Dog from a Guard Dog Site is a violation of this ordinance and can constitute a basis for revocation of a GDSP and seizure of the dog.

(G) If the Mayor determines it is necessary to control noise at the Guard Dog Site, the Mayor may require the Owner of the site or GDSP Holder to construct a barrier which breaks the Guard Dog's line of sight to the exterior and adequately buffers the noise.

(H) The doors, windows, and all other openings to the outside of a building where a Guard Dog is on duty must be secured to prevent its escape.

(I) The Guard Dog Site shall be posted with warning signs that are at least 12 inches by 12 inches.

(1) The warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an aggressive dog.

(2) The warning signs shall be posted not more than 50 feet apart on the exterior of the fences or walls surrounding the site, and shall be posted at all exterior corners of the site and at every entrance to the site.

(J) Vehicles used to transport Guard Dogs shall be secured so the public is protected from Injury, shall be constructed or modified to ensure that the Guard

1 Dog is transported in a safe, humane manner and that does not violate § 9-2-2-6
2 et seq., and shall be posted with warning signs on each side of the vehicle.

3 (K) A GDSP Holder shall not apply for a Litter Permit or Multiple
4 Companion Animal Site Permit for the Guard Dog Site. No breeding of Animals is
5 allowed at a Guard Dog Site.

6 § 9-2-3-11 ANIMAL SERVICE PROVIDER PERMIT OR ASPP.

7 Any Establishment intending to conduct business as an Animal Service
8 Provider shall obtain an Animal Service Provider Permit (ASPP). The ASPP
9 applicant must have a valid Tax ID Number and a City of Albuquerque Business
10 Registration under the Business Registration Ordinance.

11 § 9-2-3-12 PET STORE PERMIT OR PSP.

12 Pet Stores shall not sell Companion Animals but may sell other living
13 creatures including, but not limited to, fish, birds, rodents, insects, arachnids,
14 reptiles and other Permissible Exotic Animal.

15 (A) No Pet Store shall conduct business in the city without a Pet Store
16 Permit (PSP).

17 (B) The applicant for a PSP must have a valid Tax ID Number and a City
18 of Albuquerque Business Registration under the Business Registration
19 Ordinance before applying for a PSP.

20 (C) The PSP must attach to a specific real property commercial site.

21 (D) No PSP Holder may sell or offer for sale any Animal from a mobile
22 facility or at a site away from the PSP site.

23 (E) A PSP Holder shall not apply for or obtain an Intact Companion
24 Animal Permit, Litter Permit or Multiple Companion Animal Site Permit.

25 (F) PSP Holders are liable for the medical costs including medicine, up to
26 the amount the Animal was sold for, for any Animal that is diagnosed as sick by a
27 Veterinarian qualified for the species within one week from the date of sale.

28 (G) The PSP Holder shall reimburse the patron the costs associated with
29 the sick Animal, up to the amount paid by the patron when the Animal was
30 purchased.

31 (H) The patron shall be allowed to keep the Animal, even if the PSP
32 Holder pays the medical costs.

1 (I) The patron or the PSP Holder may appeal to the Administrative
2 Hearing Officer if there is a dispute as to the fact of the Illness or the amount of
3 the charges. If the PSP Holder does not prevail on appeal, the PSP Holder shall
4 reimburse the costs of the appeal to the patron.

5 (J) Thorough and accurate records for each Animal that passes through a
6 PSP site must be maintained and kept for three years and must be made
7 available upon demand by the Mayor. These records shall include, but are not
8 limited to, the name, address and telephone number of each Person who bought
9 an Animal and information on where each Animal came from originally.

10 (K) Animals with known or suspected communicable diseases shall be
11 isolated, as appropriate, and treated as soon as possible.

12 (L) The daily use of antibiotics for preventative purposes, and not to treat
13 a specific Illness or condition, is prohibited whether administered in food, water or
14 by any other method.

15 § 9-2-3-13 TROLLEY PERMIT.

16 The Owner of a Dog who has exhausted all options for restricting its dog to
17 its property may apply for a one year Trolley Permit.

18 (A) The Mayor may issue a Trolley Permit upon an applicant's proving the
19 following:

20 (1) All other methods of restricting the dog to the property of the
21 Owner have been exhausted.

22 (2) A Trolley is deemed the only acceptable temporary method to
23 keep the Animal on the Owner's property.

24 (3) The dog has been spayed or neutered, Microchipped, and has
25 a current Albuquerque Companion Animal License.

26 (B) No more than one dog per Household will be allowed to use a Trolley.

27 (C) A dog attached to a Trolley shall be surrounded by a barrier sufficient
28 to protect the dog from At Large Animals. The barrier shall be sufficient to
29 prevent children from accidentally coming into contact with the dog on the
30 Trolley.

31 (D) No dog shall be left on a Trolley for longer than 9 hours in a twenty-
32 four hour period.

(E) Trolley Permits are good for one year only, in which time the Owner must come up with an acceptable method of restricting the dog to his property. Trolley Permits will not be renewed.

(F) AACC shall work with various Animal volunteer organizations in order to help Owners locate resources to deal with restraint issues.

§ 9-2-3-14 ANIMAL-DRAWN VEHICLE PERMIT OR ADVP.

Any Person intending to do business operating an Animal-Drawn Vehicle shall apply for an Animal-Drawn Vehicle Permit (ADVP).

(A) Any person applying for an ADVP must have a valid Tax ID Number and a City of Albuquerque Business Registration under the Business Registration Ordinance before applying for the Permit.

(B) All operators and Owners of Animal-Drawn Vehicles shall be subject to the following additional requirements:

(1) All Animals used to pull any wagon, cart, carriage or other vehicle must weigh at least 800 pounds and be considered in good health. Any Owner or operator of an Animal-Drawn Vehicle who desires to use a smaller Animal shall apply to AACC for approval, in writing, prior to such use.

(2) Animals used to pull Animal-Drawn Vehicles exhibiting any of the following shall be deemed unfit for work and shall be under the care of a Veterinarian:

(a) Sores or abrasions caused, or likely to be irritated, by girth, harnesses or bridles;

(b) Serious injury or illness; or

(c) Obvious signs of emaciation, malnutrition, lameness or exhaustion.

(3) Animals used to pull Animal-Drawn Vehicles requiring Veterinary care shall not be moved, ridden or driven except for the purpose of pasturing or obtaining medical care.

(4) Enclosures where Animals are kept shall be graded and raked so as to keep the surface reasonably dry.

(5) Animals used to pull Animal-Drawn Vehicles shall be allocated at least 30 minutes of rest for every two hour work period. The maximum working period for any one Animal shall be eight hours in every 24 hour period.

1 No Animal used to pull an Animal-Drawn Vehicle shall be overridden or driven in
2 a manner that might result in overheating or exhaustion.

3 (6) Animals used to pull Animal-Drawn Vehicles shall not be
4 worked when the temperature at street level at any loading site reaches or
5 exceeds 95 degrees Fahrenheit.

6 (7) Animals used to pull Animal-Drawn Vehicles shall not be driven
7 at a speed exceeding a slow trot.

8 (8) Animals used to pull Animal-Drawn Vehicles shall be provided
9 Potable Water at every loading site and at least once an hour while they are
10 working.

11 (9) All harnesses and other tack shall be kept oiled, cleaned and in
12 good repair.

13 (10) Wagons, carts, carriages or other vehicles must be kept
14 properly lubricated, and all wheels must spin freely.

15 (11) In addition to issuing any applicable citations, the Mayor may
16 order a Quarantine of the entire premises where the Animals used to pull Animal-
17 Drawn Vehicles are being stabled or any part thereof for any of the following
18 conditions in one or more of the Animals:

19 (a) Excessive parasitism, diagnosed by a Veterinarian,
20 which could cause any Animal to be unfit to be ridden or driven; or

21 (b) General malnutrition as diagnosed by a Veterinarian; or

22 (c) Presence or suspicion of contagious or transmittable
23 disease as diagnosed by a Veterinarian.

24 (12) Owners and operators of Animal-Drawn Vehicles shall not
25 permit unsanitary conditions to be present on any route or in any Animal rest
26 area or area where animals are kept. All such areas shall be kept clean and free
27 of conditions which might attract insects, parasites or rodents.

28 § 9-2-3-15 HOBBY BREEDER PERMITS.

29 Anyone in possession of a valid Hobby Breeder Permit may present the Permit to
30 AACC and shall receive one Intact Animal Permit in exchange, provided that all
31 requirements for an Intact Animal Permit are met.

32 § 9-2-3-16 LICENSE AND PERMIT FEES.

(A) There is hereby created a Humane and Ethical Animal Rules and Treatment (HEART) Ordinance Fund; 60% of all net License and Permit fees collected under the HEART Ordinance shall be deposited in the HEART Ordinance Fund. HEART Ordinance Fund monies are dedicated exclusively to programs for the free microchipping and the free spaying and neutering of Companion Animals for Low Income Persons, Moderate Income Persons, Seniors and when possible, the general public. All fees listed in this ordinance are a minimum fee amount and may be increased administratively by the Mayor.

(B) Albuquerque Companion Animal License Fee is \$6 per Animal. The License fee is waived for Seniors, Low Income Persons and Service Animals.

(C) Permit Fees.

(1) Intact Companion Animal Permit fee is \$150 per animal.

(2) Litter Permit fee is \$150 per litter.

(3) Exotic or Wild Animal Collection Permit fee is \$35.

(4) Multiple Companion Animal Site fee is \$25 per site.

(5) Guard Dog Site fee is \$150 per site.

(6) Animal Service Provider fee is \$25 per year.

(7) Pet Store Permit fee is \$50 per year.

(8) Animal Drawn Vehicle fee is \$150 per Animal.

(9) Trolley Permit fee is \$25 per Animal.

PART 4: PROHIBITED ACTIVITIES.

§9-2-4-1 CRUELTY TO ANIMALS.

Nothing herein shall be construed to preclude a conviction for Extreme Cruelty under state law.

(A) Cruelty is any act or inaction that causes, is known to cause or is calculated to cause physical or psychological pain, injury, damage or harm to an Animal.

(B) Any Person, including employees of AACC, may be cited for Cruelty hereunder whether or not said Person owns the subject Animal.

(C) Cruelty is applicable to all Animals within the city limits of Albuquerque.

(D) Personal observation of Cruelty by an ASO, Reserve ASO or Police Officer is not required and such officers may issue citations, file criminal

1 complaints or assist any other Person in filing a criminal complaint if an Animal
2 has been treated cruelly. A charge of Cruelty under this ordinance is not a
3 lesser included offense for a charge of Cruelty under state law.

4 (E) In addition to criminal charges for Cruelty, the city may avail itself of
5 the remedies of Seizure, Confiscation and Protective Custody provided under
6 this ordinance.

7 (F) Any Person who treats an Animal in any way that would lead a
8 reasonable Person to conclude that such Animal has been subjected to harm
9 without Lawful Justification is guilty of Cruelty.

10 (G) Any charges for medical care paid by the city for an Animal suspected
11 of being a victim of Cruelty shall constitute a municipal lien against the Animal.

12 §9-2-4-2 SPECIFIC ACTIVITIES THAT CONSTITUTE CRUELTY TO AN
13 ANIMAL.

14 Any Person who acts intentionally, willfully or maliciously is guilty of cruelty
15 when engaged or attempting to engage in the following behavior:

16 (A) Killing or attempting to kill an Animal. Exceptions include:

17 (1) Humane Euthanasia performed by a Veterinarian, a Euthanasia
18 Qualified Employee or a Euthanasia Authorized employee of AACC or the Animal
19 Humane Association;

20 (2) Killing a bird if such bird is Poultry owned by that Person and
21 will be used for food;

22 (3) Killing a rabbit if such rabbit is owned by that Person and will be
23 used for food;

24 (4) Killing mice or rats that are not a Domestic Animal or otherwise
25 claimed as a pet by any Person; and

26 (5) Reasonably necessary taking of Animals by a governmental
27 entity or contractor of a governmental entity for bio-disease management
28 including, without limitation, selection of birds to determine the existence of or
29 monitor the spread of avian flu.

30 (B) Poisoning, attempting to poison or allowing an Animal access to
31 poisonous substances such as antifreeze, baiting any Animal with any substance
32 soaked, treated or prepared with any harmful or poisonous material unless such
33 actions are undertaken by a licensed professional exterminator.

1 (1) There is no justification for poisoning Animals in the city.

2 (2) A Person may use poison to kill mice and rats, but only within a
3 Person's own enclosed structures.

4 (3) Except when applied by a licensed exterminator, no poison
5 may be used outside, even on a Person's own property, or in any way in which a
6 poisoned animal, including mice and rats, can consequently poison other
7 Animals.

8 (C) Abusing an Animal which includes, but is not limited to, maiming,
9 disfiguring, torturing, beating, having sexual contact with, hurting, burning,
10 scalding or cruelly setting upon any Animal.

11 (D) Using a prod, stick, electrical shock, chemical, physical force,
12 starvation, pain or discomfort on an Animal in order to make it perform for
13 entertainment purposes.

14 (E) Generally accepted methods of animal training that do not cause
15 undue physical and emotional suffering, including the training of Livestock,
16 Companion Animals, Guard Dogs, hunting dogs, police dogs and Service
17 Animals shall not constitute Cruelty.

18 (F) Using a whip or riding crop in a manner that causes injury to the
19 Animal.

20 (G) Chaining an Animal to a stationary post, pole, or other immovable
21 object by means of any instrumentality or other extension device including, but
22 not limited to, a chain, tether, coil or rope and leaving such Animal unattended for
23 more than one hour in a 24 hour period.

24 (H) Any Owner who Reclaims an Injured Animal from AACC for the
25 purpose of obtaining treatment by a private Veterinarian and who subsequently
26 fails to provide written proof of treatment to AACC within five days.

27 (I) Abandonment of an Animal. Any Person who relinquishes possession
28 or control of an Animal in a location where any reasonable Person would know
29 the Animal has little chance of finding food, Potable Water, and shelter is guilty of
30 Cruelty. Abandonment also includes dumping or releasing an Animal anywhere
31 or leaving an Animal behind when a Person moves.

1 (J) Use of a Spring Loaded Trap. Spring Loaded Traps are absolutely
2 prohibited in the city unless used on mice or rats inside a Household or inside a
3 commercial property.

4 (K) Improper use of a Live Trap. Any person who leaves an Animal in a
5 Live Humane Trap for more than 6 daylight hours or 12 nighttime hours.

6 (L) Overworking an Animal.

7 (M) Animal Fighting. No Person shall promote, stage, hold, manage,
8 conduct, carry on, train for or attend a game, show, exhibition, contest or fight in
9 which one or more Animals is injuring, killing, maiming or destroying itself or
10 other Animals or attempting to injure, kill, maim, or destroy other Animals or
11 people.

12 (1) Any Person who attends or observes any Animal fight is
13 vicariously criminally liable under this ordinance, whether or not that Person paid
14 for entry to the event.

15 (2) The owner of any premises used for Animal fighting is in
16 violation of this ordinance.

17 (3) Any Person who profits in any manner from an Animal fight,
18 including but not limited to on-site vendors or purveyors of illegal gambling
19 concerning an Animal fight, is in violation of this ordinance.

20 (4) Any person who sells, receives, possesses, transports, loans or
21 gives away any Animal used for fighting or Animal Fighting Paraphernalia is in
22 violation of this ordinance.

23 (5) No Person shall provoke or entice an Animal from the property
24 of its Owner for the purpose of engaging the Animal in an Animal fight.

25 (N) Teasing or Taunting Animals. No Person shall tease or taunt any
26 Animal with the intent, purpose or effect of provoking a reaction from the Animal.

27 (O) Artificially coloring an Animal. No person shall dye or artificially color
28 an Animal under the age of 12 weeks or use any dyes or coloring substance that
29 could be harmful to the Animal.

30 (P) Any Person who violates any provision of §9-2-2-1 except (F) and
31 (G), §9-2-2-2, §9-2-2-3 except (F) and (G), §9-2-2-4, §9-2-2-5 or §9-2-2-6 is
32 guilty of Cruelty and shall be cited for Cruelty.

1 (Q) Failing to report an Injury to an Animal caused by a Motorist. A Motor
2 Vehicle Operator who strikes or runs down an Animal shall immediately call 311
3 and provide the facts regarding the accident and, if possible, the injuries
4 sustained by the Animal. The Motor Vehicle Operator may elect to transport the
5 Animal to AACC, a Veterinarian or VEC for Emergency Medical Treatment.

6 § 9-2-4-3 ANIMAL LIMITS AND RESTRICTIONS.

7 (A) Intact Companion Animals. No person shall own or possess an Intact
8 dog or cat over the age of six months old without a valid Intact Companion
9 Animal Permit except as provided herein.

10 (B) Breeding Companion Animals. No Person shall own or possess a
11 pregnant female Companion Animal without obtaining a Litter Permit.

12 (C) Exceeding Animal Possession Limits.

13 (1) Companion Animals. No Person shall own more than six
14 Companion Animals, no more than four of which are dogs. Any person wishing
15 to exceed these limits may apply for a Multiple Companion Animal Site Permit.
16 There are temporary exceptions to this rule for Foster Care Providers, Finders
17 and Persons with a valid Litter Permit.

18 (2) Rabbits. No Person shall have more than 15 rabbits in the
19 same Household.

20 (3) Poultry. The Poultry limit is 15. No Person shall have more
21 than one rooster in a Household.

22 (D) Animals At Large. No Person shall cause or allow any Animal, other
23 than Wild Animals not owned by any human, to be At Large whether or not it is
24 accompanied by its Owner.

25 (1) Unattended Companion Animals are to be restricted by a
26 Secure Fence, in a Secure Facility, Secure Enclosure, secured in the back of a
27 pickup truck, or be inside a vehicle with proper ventilation.

28 (2) Companion Animals accompanied by a Person must be
29 restrained by a leash no longer than eight feet long held by a Person capable of
30 controlling the Animal or contained by an invisible fence.

31 (3) Verbal commands do not constitute control of an Animal and
32 any Person accompanying and allowing the Animal to be At Large is in violation
33 of this ordinance.

1 (4) An At Large Animal shall be Seized and Impounded if the
2 Owner is not available or if the Owner continues to intentionally or negligently
3 allow his or her Animal to be At Large.

4 (E) Defecation. No Person shall allow an Animal to defecate upon public
5 property or upon any private property other than the property of the Animal's
6 Owner without thoroughly removing and disposing of the feces.

7 (F) Unlawful Use of Tags. No Person shall affix an Anti-Rabies or License
8 tag to the collar or Harness of any Animal other than the Animal for which the
9 Anti-Rabies or License tag was issued. No Person shall keep, manufacture or
10 use a stolen, counterfeit or forged Animal Anti-Rabies Vaccination certificate,
11 Rabies tag or License tag.

12 (G) Interference With an ASO. No Person shall attack, assault or in any
13 way threaten or interfere with an ASO or a Reserve ASO in the performance of
14 the duties required by this ordinance.

15 § 9-2-4-4 SALE OR GIFT OF AN ANIMAL.

16 (A) Public Property. No Person shall display, sell, deliver, offer for sale,
17 barter, auction, give away, or otherwise dispose of an Animal upon a street,
18 sidewalk, public park, public right-of-way or other public property. Adoption
19 events approved by the Mayor, or any adoption events held by a Rescue Group
20 or Rescue individual are exempt.

21 (B) Commercial Property. No Person shall display, sell, deliver, offer for
22 sale, barter, auction, give away, or otherwise dispose of any Animal upon
23 commercial property including parking lots, with or without the property owner's
24 permission. PSP Holders are limited to the property the Permit was issued for.
25 Adoption events approved by the Mayor are exempt.

26 (C) Residential Property. No Person shall display, sell, deliver, offer for
27 sale, barter, auction, give away, or otherwise dispose of any Companion Animal
28 puppies or kittens upon residential property without a Litter Permit.

29 (D) Sales Incentives. No Person shall offer a live Animal as an incentive
30 to purchase merchandise or as a premium, prize, award, or novelty.

31 (E) Advertising. No Person shall advertise puppies or kittens for sale in
32 any local periodical without a valid Litter Permit number conspicuously listed in

1 the advertisement. No Person shall advertise any Animal for sale in the City of
2 Albuquerque using any roadside signs, flyers, handbills or billboards.

3 (F) Turtles. No Person shall display, sell, deliver, offer for sale, barter,
4 auction, give away, or otherwise dispose of turtles except in conformance with
5 appropriate federal regulations. Sales of turtles are limited to properly permitted
6 Pet Stores.

7 (G) Permissible Exotic or Wild Animal. Permissible Exotic or Wild
8 Animals may only be sold in accordance with this ordinance at properly Permitted
9 Pet Stores.

10 (H) Prohibited Exotic or Wild Animals.

11 (1) No person shall display, sell, offer for sale, barter, auction, give
12 away, or otherwise dispose of Prohibited Exotic or Wild Animals.

13 (2) It shall be unlawful for any person to own, possess, keep,
14 harbor, bring into the city, sell, have in one's possession, act as a custodian, or
15 have custody or control of a Prohibited Exotic or Wild Animal.

16 (3) It shall be unlawful for a Person to breed an Exotic or Wild
17 Animal.

18 (4) The provisions of this section shall not apply to:

19 (a) Institutions accredited by the American Zoo and
20 Aquarium Association (AZA) or under mentorship through the AZA;

21 (b) Duly incorporated non-profit Animal Protection
22 Organizations housing an Exotic or Wild Animal at the written request of the
23 AACC;

24 (c) Animal control or law enforcement agencies or officers
25 acting under the authority of this ordinance;

26 (d) Licensed Veterinary hospitals or clinics;

27 (e) Any Wildlife Sanctuary as defined under this ordinance;

28 (f) Any licensed or accredited research or medical
29 institution;

30 (g) Any licensed or accredited educational institution; or

31 (h) Any lawfully operated rodeo.

(I) Exotic or Wild Animal Displays. It shall be unlawful for any person to Display or sponsor a display of Prohibited Exotic or Wild Animals on any public or private land within the City of Albuquerque.

(1) The following are exempt from these provisions:

(a) institutions accredited by the American Zoo and Aquarium Association;

(b) Veterinarians, in the ordinary course of a Veterinarian's practice of business; and

(c) institutions accredited by The Association of Sanctuaries, and the American Sanctuary Association.

§ 9-2-4-5 ANIMAL RACING.

It shall be unlawful for any person to hold, conduct, attend or operate live Animal racing for public exhibition, pari-mutuel betting or special exhibition events. The exception to this prohibition is horse racing and charitable events with the approval of the Mayor.

§ 9-2-4-6 IMPROPER DISPOSAL OF ANIMALS.

Deceased Animals shall be properly disposed of in accordance with this ordinance. Following the death of an Animal, the Owner shall be responsible for removing the corpse immediately and disposing of the body by either private burial, private cremation, or taking the Animal to AACC. It is unlawful to dispose of the body of any Animal by dumping the corpse on public or private property, roads or rights-of-way.

§ 9-2-4-7 ANIMAL NOISE.

No person shall allow an Animal to persistently or continuously bark, howl or make noise common to its species to the extent that it causes a nuisance or as otherwise prohibited by this Chapter. This provision shall not apply to public Zoos and approved and properly zoned Animal Shelters as defined by this ordinance.

§9-2-4-8 ANIMAL FIGHTS.

(A) No Person shall promote, stage, hold, manage, conduct, carry on, train for or attend a game, exhibition, contest or fight in which one or more Animals is injuring, killing, maiming or destroying itself or other Animals. Without

1 limitation on the foregoing, Cockfighting is specifically included under this
2 section.

3 (B) No Person shall provoke or entice an Animal from the property of its
4 Owner for the purpose of engaging the Animal in an Animal fight.

5 (C) No Person shall commit the offense of Cockfighting. When any
6 Person is charged with Cockfighting, the Mayor shall take the Fighting Birds at
7 the location into Protective Custody. A Person commits the offense of
8 Cockfighting if the person knowingly:

9 (1) owns, possesses, keeps, rears, breeds, trains, buys, sells,
10 transports, or advertises or otherwise offers to sell a Fighting Bird;

11 (2) promotes or participates in, or performs services in furtherance
12 of, the conducting of a Cockfight. Services in furtherance of a Cockfight include,
13 but are not limited to, transporting spectators to a Cockfight, handling Fighting
14 Birds, organizing, advertising or refereeing a Cockfight and providing, or acting
15 as a stakeholder for, money wagered on a Cockfight;

16 (3) keeps, uses or manages, or accepts payment of admission to,
17 a place for the conducting of a Cockfight;

18 (4) suffers or permits a place in the possession or control of the
19 Person to be occupied, kept or used for the conducting of a Cockfight;

20 (5) manufactures, buys, sells, barter, exchanges, possesses,
21 advertises or otherwise offers to sell a Gaff, Slasher or other sharp implement
22 designed for attachment to a Fighting Bird or any other bird; or

23 (6) attends a Cockfight or pays admission at any location to view or
24 bet on a Cockfight.

25 PART 5: LOST AND FOUND ANIMALS.

26 §9-2-5-1 LOST AND FOUND COMPANION ANIMALS.

27 (A) Lost Companion Animal.

28 (1) Owners who lose a Companion Animal shall contact AACC and
29 report the loss within 24 hours.

30 (2) The Owner shall provide to AACC the Owner's name, address,
31 telephone number, a description of the Companion Animal together with any
32 identification information such as an affixed License or Microchip, a photograph if

1 possible, the date of the loss, and the last known location of the Companion
2 Animal prior to the loss.

3 (B) Found Companion Animal.

4 (1) Any Person who finds a Stray Companion Animal may possess
5 and temporarily care for such Companion Animal pursuant to the terms of this
6 ordinance.

7 (2) The provisions of this ordinance apply equally to both the
8 Finder and the Owner.

9 (3) The Finder may keep such Companion Animal at the
10 Household of the Finder and need not deliver the Animal to AACC so long as the
11 requirements of this section are met.

12 (4) These provisions do not apply if the Companion Animal is
13 Owned or claimed by any Person known to the Finder and is or may be the
14 subject of a dispute between the Finder and any other Person concerning
15 ownership or Custody of the Companion Animal.

16 (5) Within 24 hours of the time the Companion Animal is found, the
17 Finder must contact AACC and register as a Finder with AACC.

18 (6) No Person who does not qualify as a Qualified Adopter shall
19 register or be allowed to register hereunder and such Person must immediately
20 surrender the Found Animal to AACC upon demand of the Mayor.

21 (7) To register, the Finder shall provide a description of the
22 Companion Animal including, when applicable, any License, Microchip or other
23 identification on the Companion Animal, the time and date when the Animal was
24 found, and the location where the Animal was found.

25 (8) The Finder shall determine if the Companion Animal is
26 Microchipped by taking the Companion Animal to any Person who can scan and
27 read a Microchip, by calling AACC and requesting an ASO to come to the
28 Household to scan the Animal or by delivering the Animal to AACC so it can be
29 scanned.

30 (9) If the Companion Animal is Microchipped, the Finder shall
31 provide the Microchip number to AACC.

32 (10) A registered Finder may exceed Companion Animal number
33 limits while in temporary possession of a Found Companion Animal.

1 (11) If the Companion Animal is not Licensed or Altered, the Finder
2 does not have to License or Alter said Animal while in temporary possession but
3 shall License or Alter the Companion Animal when and if the Finder becomes the
4 Owner under this section.

5 (12) If the Finder wishes to own the Found Companion Animal, the
6 Finder shall so notify AACC and said Animal shall become the property of the
7 Finder 10 days from the registration date if no Person Reclaims the Companion
8 Animal.

9 (13) Within the 10 days, if any Person purports to be the actual
10 Owner of the Companion Animal, such Person shall contact AACC and not the
11 Finder. The Mayor may require Proof of Ownership. If the claimant is in fact the
12 Owner, the Mayor shall order the registered Finder to return the Companion
13 Animal to AACC for Reclaim by the Owner and the Finder shall comply.

14 PART 6: RABIES.

15 § 9-2-6-1 RABIES.

16 (A) An Anti-Rabies Vaccination shall be administered as often as required
17 according to state law. The duty to provide an Anti-Rabies Vaccination does not
18 discharge the Owner from the duty to provide other Vaccinations and reasonable
19 medical treatment for Companion Animals.

20 (B) Anti-Rabies Vaccination. All Owners of Companion Animals or ferrets
21 over the age of three months shall have Companion Animals and ferrets
22 Vaccinated against rabies no less frequently than required under New Mexico
23 State law. The Anti-Rabies Vaccination shall be administered by a Veterinarian
24 who also shall issue an Anti-Rabies Vaccination certificate and tag. The Mayor
25 may require Animals other than Companion Animals or ferrets to receive annual
26 Anti-Rabies Vaccinations. The Veterinarian administering the Anti-Rabies
27 Vaccine to an Animal shall issue the Owner an Anti-Rabies Vaccination
28 certificate and tag, each bearing the same number. The Veterinarian shall legibly
29 record, on the approved certificate, in the appropriate areas the name and
30 address of the Owner of the Animal, a description of the Animal, the date of
31 Vaccination and the expiration date of the period of immunity, sterilization status,
32 and Veterinary practice name. This information shall be delivered by the
33 Veterinarian to the Mayor in accordance with this ordinance. The Owner of a

1 Companion Animal or a ferret shall produce its certificate of Anti-Rabies
2 Vaccination upon demand by the Mayor.

3 (C) Potentially Rabid Animals. The Owner of an Animal having rabies or
4 showing signs of rabies, an Animal bitten by a rabid Animal or an Animal that has
5 been exposed to rabies shall immediately isolate the Animal in a Secure Facility
6 or within a Secure Fence where it cannot possibly come into contact with any
7 other Animals or humans other than the Owner. Any Person who has knowledge
8 of an Animal infected by or exposed to rabies shall immediately notify the Mayor
9 of the location of the affected Animal. The Animal shall be surrendered by its
10 Owner to the Mayor upon demand. The Animal shall be dealt with in accordance
11 with state law.

12 It is the duty of the Owner of an Animal that Bites a Person and of the
13 Person bitten by an Animal to report the Bite to the Mayor within 24 hours after
14 the Bite occurs. If deemed necessary by the Mayor, the Owner shall surrender
15 the Animal to the Mayor for Impoundment, Quarantine, observation or destruction
16 and rabies testing at the Mayor's discretion. A physician who renders medical
17 treatment to a Person bitten by an Animal shall report the Bite to the Mayor within
18 24 hours of such treatment. Such medical treatment shall be paid for by the
19 Owner of the Animal. The physician shall report the name, sex, and address of
20 the Person bitten, as well as the type and location of the Bite on the Person's
21 body. The physician shall give the name and address of the Owner of the Animal
22 to the Mayor and, if known, any other facts that may assist the Mayor in locating
23 the biting Animal and in ascertaining the immunization status of the Animal.

24 (D) Quarantine. An Animal that has bitten or is suspected of biting a
25 Person shall be confined securely at a location for a period of time deemed
26 necessary by the Mayor. The Owner of the Animal shall be responsible for and
27 bear the cost of confinement. If the Owner does not confine the Animal as
28 required by the Mayor, the Mayor may Seize and Impound the Animal and will
29 keep it under Protective Custody at AACC for no longer than fifteen days and the
30 Owner shall pay all related costs before Reclaiming the Animal. After fifteen
31 days of Protective Custody under this subsection, the Animal will become the
32 property of the City and may be routed or disposed of under the terms of this
33 ordinance. The Mayor may consent to confinement on the Owner's premises

1 only if the Owner can prove to the Mayor's satisfaction that the Animal cannot
2 escape. Before the Owner's premises can be used for Animal confinement, the
3 premises shall be inspected and must be approved for such purpose by the
4 Mayor. A Person who has custody of an Animal that has bitten a Person shall
5 immediately notify the Mayor if the Animal shows any signs of sickness,
6 abnormal behavior or if the Animal escapes confinement. If the Animal dies
7 while in confinement, the Person having custody of the Animal shall notify the
8 Mayor immediately and surrender the deceased Animal to the Mayor. Any
9 Animal Quarantined for rabies will, on completion of the Quarantine period, be
10 Microchipped for positive and Permanent Identification as a condition of
11 Quarantine release or Reclaim. An Animal being Quarantined by AACC will
12 receive the Microchip prior to being released. The Owners of any Animal
13 Quarantined by the Owner will immediately make arrangements for
14 Microchipping their Quarantined Animal with a Veterinarian of their choice or
15 AACC, with the cost for such services being borne by the Owner. Microchipping
16 a Quarantined Animal must be completed within 10 days of the Quarantine and
17 failure to do so is a violation of this ordinance.

18 (E) Veterinarians.

19 (1) Each Veterinarian that Vaccinates or issues Licenses shall
20 deliver to the city information regarding all Anti-Rabies Vaccinations administered
21 and Licenses sold during the preceding month by the 15th day of the following
22 month by either hard copy or in an electronic format approved by the city.

23 (2) Approved Veterinarians shall receive a credit of fifty cents for
24 each Vaccination certificate submitted as a hard copy and one dollar for each
25 submitted electronically. The credits will only be granted if the information is
26 received by the 15th day of the month immediately following the month in which
27 the Vaccination certificate was issued and if the information is complete and
28 accurate as determined by the Mayor. The credits will be doubled if the
29 Veterinarian also issues a License and collects the License fee from the Owner
30 at the time of Vaccination. The Veterinarian will be billed \$6 for each License
31 issued as provided further herein.

32 (3) The Veterinarian will be billed monthly by the city for the
33 difference between License fees collected by the Veterinarian and credits

1 accrued for information supplied. The Veterinarian shall pay the full amount due
2 within 30 days of the date billed. Credits will be carried over. If the Veterinarian
3 defaults, the city is entitled to pursue all available legal remedies.

4 (4) Veterinarians shall post and maintain a sign clearly visible to
5 the public stating that dogs and cats must have a City of Albuquerque Animal
6 License and be spayed, neutered or permitted in accordance with the ordinance
7 [including the proper citation] and have anti-rabies vaccinations as mandated by
8 the State of New Mexico and the City of Albuquerque. AACC will provide one
9 sign free to each Veterinarian.

10 PART 7: ADMINISTRATIVE HEARINGS AND PENALTIES.

11 § 9-2-7-1 INSPECTIONS AND HEARING PROCESS.

12 (A) Permitted matters must be regulated by the city to protect Animals
13 and the public. A Permit gives a Person the privilege to possess Animals and
14 engage in activities in exchange for an agreement by the Permit Holder to care
15 for Animals pursuant to the standards in this ordinance and protect the public. A
16 Permit is not a property right and can be revoked, suspended, conditioned or
17 limited by the city. The city may declare moratoria regarding the issuance of
18 Permits or temporarily limit or condition Permits from time to time. Any Person
19 who does not have a Permit and is engaged in any activity that requires a Permit
20 under this ordinance is guilty of a petty misdemeanor under Section 1-1-99 ROA
21 1994. Each day of activity without a Permit is a separate petty misdemeanor
22 offense. The absence of a Permit and engagement in activity prohibited
23 hereunder is prima facie evidence of a petty misdemeanor. Permits
24 automatically expire one year from the date granted unless otherwise specifically
25 provided in this ordinance. Permits are not transferable. The Mayor may
26 promulgate regulations consistent with this ordinance. The following provisions
27 apply to revocation, suspension or limitation and other administrative
28 enforcement actions concerning Permits.

29 (B) Violations and Inspections. If the Mayor discovers a violation of this
30 ordinance by a Permit Holder or any citizen complains about the activities
31 allowed under a Permit and the Mayor finds that such complaint is valid, the
32 Mayor shall give notice of the violations by means of an inspection report or other
33 written notice. The notification shall (1) set forth each specific violation, (2)

1 establish a specific and reasonable period of time for the correction of the
2 violation, (3) state that failure to comply with a notice issued in accordance with
3 the provisions of this ordinance may result in immediate suspension or
4 revocation of the Permit and (4) state that an opportunity for appeal from a notice
5 or inspection findings will be provided if a written request for a hearing is filed
6 with the Mayor within five days of receipt of the notice.

7 (C) Notice. Notices under this section shall be deemed properly served
8 and received when the original inspection report or other notice has been
9 personally served on the Person in Charge or sent by registered or certified mail
10 to the last known address of the Permit Holder.

11 (D) Suspension. Permits may be suspended for failure of the Holder to
12 comply with the requirements of this ordinance or other applicable laws,
13 ordinances or regulations. The suspension may be lifted when the Mayor
14 determines the violations have been corrected.

15 (E) Revocation. Permits may be revoked for serious or repeated
16 violations of the requirements of this ordinance, or for violation of other applicable
17 laws, ordinances or regulations. A Permit revocation is permanent and a second
18 Permit of any kind will not be granted to the previous Holder or any Person in
19 privity with the previous Holder. The Permit shall be surrendered to the Mayor
20 upon suspension or revocation.

21 (F) Reinspection. A Person whose Permit has been suspended may
22 apply for an inspection of the premises for the purpose of reinstating the Permit
23 by filing an additional application for a Permit at AACC on the form provided by
24 the Mayor. Within five working days after AACC receives the application, the
25 Mayor shall make an inspection. If the applicant and the site are in compliance
26 with the requirements of this ordinance and all other applicable laws, regulations,
27 and ordinances, the Permit shall be reinstated. The reinstated Permit shall
28 expire on the date of expiration of the previously suspended permit.

29 (G) Revocation of Exotic or Wild Animal Permit. If an Exotic or Wild
30 Animal Permit is suspended or revoked, all Animals received, purchased, owned
31 or kept under the authority of the Permit shall be surrendered to the Mayor for
32 Impoundment as provided in the Impoundment section of this article. After a
33 period of at least seven days, if the violations of the ordinance which resulted in

1 suspension or revocation of the Permit have not been corrected, the Mayor may
2 sell or dispose of the Animal(s) in a humane manner.

3 (H) Appeal. A Person whose application for a Permit or Permit renewal
4 has been approved on condition or denied, and a Permit Holder whose Permit
5 has been suspended or revoked, may submit to the Mayor a written request for a
6 hearing, provided that the written request is received at AACC within five days of
7 the applicant's receipt of the written notice of denial or conditional approval. The
8 hearing shall be conducted within a reasonable time.

9 (I) Hearing. Hearings shall be conducted by the Mayor at a time and a
10 place designated by the Mayor and shall be recorded. All witnesses shall be
11 sworn or affirmed. Written notice of the time, date and place of the hearing shall
12 be mailed to the applicant and the Mayor.

13 (J) Preclusion and Default. The Administrative Hearing Officer may
14 render a decision without proceeding with the hearing if the Administrative
15 Hearing Officer determines that the issue has been previously decided in another
16 proceeding which provided due process. If the applicant or the Mayor fails to
17 appear at a scheduled hearing, the Hearing Officer may postpone the hearing for
18 a period of no more than five business days or may determine that the absent
19 party has waived his right to a hearing. Both parties shall be notified of such
20 determination.

21 (K) Recording. The hearing shall be recorded by audio method, but need
22 not be transcribed unless a written transcript is requested, in which case the cost
23 of transcription shall be borne by the party requesting transcription. If one party
24 prefers to have the hearing transcribed by a court reporter, that party shall pay all
25 directly related costs, and the party requesting transcription shall pay the cost of
26 transcription.

27 (L) Decision. The Hearing Officer shall prepare a written report of his
28 findings and decision within ten days after the hearing and shall provide copies to
29 the parties.

30 (M) Fee. A nonrefundable hearing fee of \$50 shall accompany the
31 appeal to the Mayor filed pursuant to this section.

32 PART 8: SAFE-HAVEN.

33 § 9-2-8-1 CREATION OF SAFE-HAVEN.

1 To increase every Animal's chance of being adopted, this ordinance hereby
2 creates SAFE-HAVEN. Safe-Haven guarantees every adoptable Animal at
3 AACC at least ten days, including two weekends, without the possibility of being
4 Euthanized.

5 SECTION 3. SEVERABILITY CLAUSE. If any section, paragraph, word
6 or phrase of this ordinance is for any reason held to be invalid or unenforceable
7 by any court of competent jurisdiction, such decision shall not affect the validity of
8 the remaining provisions of this ordinance. The Council hereby declares that it
9 would have passed this ordinance and each section, paragraph, sentence,
10 clause, word or phrase thereof irrespective of any provision being declared
11 unconstitutional or otherwise invalid.

12 SECTION 4. COMPILATION. This ordinance shall be incorporated in and
13 made part of the Revised Ordinances of Albuquerque, New Mexico, 1994.

14 SECTION 5. EFFECTIVE DATE. This ordinance shall take effect August
15 22, 2006 after publication by title and general summary. After the effective date,
16 Companion Animal Owners are hereby given a six month grace period within
17 which to Alter and Microchip Companion Animals.

18
19
20
21
22
23
24
25
26
27
28
29
30
31

32 X:\SHARE\Legislation\Sixteen\O-135fsfin.doc