

CITY of ALBUQUERQUE  
SIXTEENTH COUNCIL

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

SPONSORED BY: Sally Mayer

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ORDINANCE

REPEALING CHAPTER 9, ARTICLE 2, PARTS 1, 2, 3 ,4 and 5 R.O.A. 1994, THE ALBUQUERQUE ANIMAL SERVICES ORDINANCE; CREATING THE ALBUQUERQUE HUMANE AND ETHICAL ANIMAL RULES AND TREATMENT (HEART) ORDINANCE; DEFINING TERMS; ESTABLISHING REQUIRED CARE AND MAINTENANCE REQUIREMENTS; ESTABLISHING REQUIRED LICENSE AND PERMITS; ESTABLISHING FEES; SETTING FORTH PROHIBITED ACTIVITIES; ESTABLISHING PROCEDURES FOR DEALING WITH RABIES; CREATING PROCEDURES FOR LOST AND FOUND COMPANION ANIMALS; CREATING ADMINISTRATIVE HEARINGS FOR ANIMAL CASES; ESTABLISHING PENALTIES FOR VIOLATIONS.

BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF ALBUQUERQUE:

SECTION 1. REPEALER. Chapter 9, Article 2, Parts 1,2 ,3,4 and 5 R.O.A. 1994 are hereby repealed.

SECTION 2. NEW MATERIAL. Chapter 9, Article 2 is hereby added to read as follows:

“PART 1: GENERAL PROVISIONS

§ 9-2-1-1. SHORT TITLE.

This ordinance may be cited as the “Albuquerque Humane and Ethical Animal Rules and Treatment (HEART) Ordinance”.

§ 9-2-1-2. FINDINGS.

(A) The Council finds that the City has the responsibility to protect animals in the City and that the way a community responds to its animals reflects how that community responds to its citizens.

(B) The Council further finds that the people of Albuquerque should treat animals as more than just lifeless inanimate chattel property and recognizes that

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1 the relationship between human beings and animals is a special relationship that  
2 improves people’s lives and reflects basic humanitarian beliefs.

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

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

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

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

26 (G) The Council further finds that dogs that bark excessively, and not in  
27 response to any apparent stimulus, create a public nuisance. Many dogs spend  
28 much of their lives alone in yards or restrained by ropes or chains. Dogs that are  
29 restrained by chaining or tethering are more likely to create barking problems,  
30 are more likely to be aggressive toward humans and other animals, and are more  
31 likely to run away and end up in animal shelters that have no choice but to  
32 euthanize them. The Council is opposed to the restraint of companion animals

1 by ropes or chains and is also opposed to owners, who refuse to provide  
2 adequate care or supervision for companion animals in their charge.

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

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

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

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

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

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

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

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

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

29 (C) AACC facilities are not just a series of holding pens where animals are  
30 incarcerated for doing something wrong. The AACC will humanely and  
31 compassionately care for animals housed at the AACC facilities by providing a  
32 safe haven for animals while trying to reunite lost animals with their owners or

1 find new successful adoptive homes for the animals at AACC. The employees of  
2 the AACC shall be advocates for animals.

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

6 § 9-2-1-4 DEFINITIONS.

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

9 AACC. Albuquerque Animal Care Center.

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

12 AACC WEBSITE. An Internet site maintained by AACC.

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

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

24 ADMINISTRATIVE HEARING. The process by which any grievance under  
25 this Ordinance is resolved by adjudication.

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

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

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

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

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

9 ALTER. To render an Animal incapable of reproduction.

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

14 ANIMAL. Any living nonhuman mammal, bird, reptile, or amphibian  
15 including, but not limited to, bats, Companion Animals, Companion Birds,  
16 Domestic Animals, Exotic or Wild Animals, Livestock, pigeons, porcupines,  
17 Poultry, prairie dogs, rabbits and skunks.

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

23 ANIMAL CONTROL OFFICER. Any Person employed by the City,  
24 assigned to AACC and charged by the Mayor with enforcement of this Ordinance  
25 in the field and to perform other duties as assigned by the Mayor.

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

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

29 ANIMAL EXHIBIT. A Companion Animal or Companion Bird show, petting  
30 zoo, pony ride, rodeo or other Animal activity operated for the purposes of  
31 showing Animals. Prohibited Exotic or Wild Animals are forbidden in Animal  
32 Exhibits.

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

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

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

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

21 ANIMAL PROTECTION ORGANIZATION. A group that advocates the  
22 rights of animals by effecting systemic change, resulting in the humane treatment  
23 of all animals. Albuquerque Protection of New Mexico is an example of an  
24 Animal Protection Organization.

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

30 ANIMAL SHELTERS. A pound, lot, premises or building maintained by the  
31 city or a private organization, for the care and custody of animals.

32 AT LARGE. An Animal, on or off the Owner's premises, that is not contained  
33 by a Secure Fence, a Secure Facility, a Secure Enclosure, secured in the back of

1 a pickup truck, inside a vehicle with proper ventilation or restrained on a leash no  
2 longer than eight feet held by a responsible Person capable of controlling the  
3 Animal. Verbal commands do not constitute control of an Animal.

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

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

13 BASIC MEDICAL CARE. Medical care required by the species, including,  
14 but not limited to, periodic, at least annual, examinations by a Veterinarian,  
15 prompt Veterinary care when required, age and species appropriate  
16 Vaccinations, Basic Grooming and internal and external Parasite Control.

17 BITE. A puncture or tear of the skin inflicted by the teeth of a Companion  
18 Animal.

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

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

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

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

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

1           CHEMICAL RESTRAINT DRUGS. Any drug administered to a Companion  
2 Animal prior to Euthanasia to reduce aggressiveness, excessive mobility or  
3 stress to the Companion Animal including but not limited to ketamine, xylazine,  
4 and acepromazine.

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

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

11           COMMERCIAL BREEDER FACILITY. Any building or other structure  
12 located in any zone other than a residential zone used in whole or in part for  
13 breeding Animals including but not limited to the gestation and maintenance and  
14 care for newborn Animals from birth until separation from the mother by loan, gift,  
15 sale or otherwise.

16           COMMERCIAL PROPERTY. Real property deemed commercial under the  
17 Comprehensive City Zoning Code. A vehicle or other temporary mobile facility  
18 used for the purpose of doing business concerning or involving Animals shall  
19 also be deemed Commercial Property for the purposes of this Ordinance.

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

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

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

- 1 (9) all of the family Scolopacidae (shorebirds, snipe, sandpipers and
- 2 curlews);
- 3 (10) all of the family Recurvirostridae (avocets and stilts);
- 4 (11) all of the family Phalaropodidae (phalaropes); and
- 5 (12) all of the family Columbidae (wild pigeons and doves) except for the
- 6 domestic strains of pigeons.

7 (13) ducks, geese chickens and other poultry

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

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

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

18 CRUELTY. A Person intentionally killing an Animal without Lawful  
19 Justification or mistreating, injuring, maiming, disfiguring, tormenting, torturing,  
20 beating, mutilating, burning, scalding, poisoning, attempting to poison or  
21 otherwise unnecessarily causing an Animal to suffer physical or emotional harm.  
22 Any of the following is a separate act of Cruelty: failing to provide necessary  
23 sustenance to an Animal under that Person's Custody or control, failing to  
24 provide Adequate Shelter, failing to provide Potable Water, failing to provide  
25 palatable, nutritious food of adequate quantity, taunting an Animal, dyeing, or  
26 artificially coloring an Animal under the age of 12 weeks, transporting an Animal  
27 in an open vehicle without proper restraints, leaving an Animal in a vehicle when  
28 the temperature is such that it could cause pain or suffering to the Animal .

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

1 Cruelty provided it is carried out by methods specified in this Ordinance or by  
2 other generally accepted methods.

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

5 DEA. Drug Enforcement Agency.

6 DIRECTOR. The Director of the Environmental Health Department of the  
7 City.

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

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

14 DOMESTIC ABUSE BOARDING. A program at AACC where animals  
15 owned by a victim of a Domestic Abuse Situation may obtain temporary housing  
16 for the Animals at the ACCC.

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

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

24 EMERGENCY ANIMAL CLINIC or EAC. Any entity which contracts with the  
25 City for Veterinarian services.

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. Toys and other safe products  
29 appropriate for the species that will stimulate mental, physical and grooming  
30 activities for animals.

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

- 1           ESTRUS. The regularly recurring state rendering a female Animal capable
- 2 of accepting the male Animal for breeding and conception.
- 3           EUTHANASIA. The killing of an Animal in a manner commonly recognized
- 4 as humane and acceptable by local Veterinarians or HSUS. Intra-cardiac shots
- 5 are absolutely prohibited as a form of Euthanasia at AACC.
- 6           EUTHANASIA AUTHORIZED. Employees of AACC who have met the
- 7 necessary training requirements to perform Euthanasia and have been
- 8 authorized by the Person In Charge to humanely destroy the life of an Animal.
- 9           EUTHANASIA QUALIFIED EMPLOYEE. An AACC employee who is trained
- 10 and certified by HSUS to be qualified to perform euthanasia and approved by the
- 11 Mayor to perform euthanasia at City facilities.
- 12           EUTHANASIA ROOM. A Separate room at AACC facilities used to perform
- 13 Euthanasia and for no other purpose and which meets all the requirements set
- 14 forth in this ordinance.
- 15           EXOTIC OR WILD ANIMALS. Those species of Animals that are exotic to
- 16 humans. Exotic Animals include, but are not limited to, any or all of the following
- 17 orders and families, whether bred in the wild or in captivity, and any or all
- 18 hybrids. The Animals listed in parentheses are intended to act as examples and
- 19 are not to be construed as an exhaustive list or limit the generality of each group
- 20 of Animals, unless otherwise specified:
- 21           A. Class Mammalia
- 22               (1) Order Artiodactyla (hippopotamuses, giraffes, camels, deer, not cattle
- 23 or swine or sheep or goats)
- 24               (2) Order Carnivora
- 25                   (a) Family Felidae (lions, tigers, cougars, leopards, ocelots, servals,
- 26 not domestic cats)
- 27                   (b) Family Canidae (wolves, coyotes, foxes, jackals, not domestic
- 28 dogs)
- 29                   (c) Family Ursidae (all bears)
- 30                   (d) Family Mustelidae (weasels, skunks, martins, minks, not ferrets)
- 31                   (e) Family Procyonidae (raccoons, coatis)
- 32                   (f) Family Hyaenidae (hyenas)
- 33                   (g) Family Viverridae (civets, genets, mongooses)

- 1 (3) Order Edentata (anteaters, armadillos, sloths)
- 2 (4) Order Marsupialia (opossums, kangaroos, wallabies, not sugar gliders)
- 3 (5) Order Perissodactyla (rhinoceroses, tapirs, not horses or donkeys or
- 4 mules)
- 5 (6) Order Primates (lemurs, monkeys, chimpanzees, gorillas)
- 6 (7) Order Proboscidea (elephants)
- 7 (8) Order Rodentia (squirrels, beavers, porcupines, not guinea pigs, or
- 8 rats, or mice, or gerbils, or hamsters)
- 9 B. Class Reptilia
- 10 (1) Order Squamata
- 11 (a) Family Varanidae (only water monitors and crocodile monitors)
- 12 (b) Family Iguanidae (only green iguanas and rock iguanas)
- 13 (c) Family Boidae (all species whose adult length has the potential
- 14 to exceed eight) feet in length)
- 15 (e) Family Colubridae (only boomslangs and African twig snakes)
- 16 (f) Family Elapidae (such as coral snakes, cobras, mambas, etc.) -
- 17 All species
- 18 (g) Family Natricidae (only keelback snakes)
- 19 (h) Family Viperidae (such as copperheads, cottonmouths,
- 20 rattlesnakes, etc.) - All species
- 21 (2) Order Crocodylia (such as crocodiles, alligators, caimans, gavials, etc.)
- 22 - All species
- 23 (3) Order Cetacea – Whales, dolphins, porpoises
- 24 (4) Order Pinnipedia – Seals, sea lions, walruses
- 25 EXOTIC OR WILD ANIMAL COLLECTION PERMIT OR EWACP. The
- 26 Permit allowing a Person to own a Permissible Exotic or Wild Animal within the
- 27 Albuquerque City Limits.
- 28 EXTREME CRUELTY. A Person is guilty of Extreme Cruelty to Animals if a
- 29 Person intentionally or maliciously tortures, mutilates, injures or kills an Animal,
- 30 or if a Person poisons an Animal. Extreme Animal Cruelty is governed by §§ 30-
- 31 18-1 NMSA 1978 et seq. and is a Fourth Degree Felony, punishable by a fine up
- 32 to \$5000 and 18 months imprisonment.

- 1 FACILITY WIDE CONTAGION. The presence of any disease at AACC
- 2 which could be passed from one Animal to another or to humans to a degree not
- 3 ordinarily found in nature and exacerbated by the close proximity of large
- 4 numbers of Animals at AACC.
- 5 FIGHTING BIRD. A bird that is possessed, reared or trained for use in, or
- 6 that is actually used in, a Cockfight or any other fight or contest involving
- 7 Animals.
- 8 FIGHTING DOG. A dog that is trained for use in, or that actually used in a
- 9 fight with others dogs or any other Animal.
- 10 FINDER. Any Person who discovers and temporarily takes possession of a
- 11 Companion Animal that has been separated from its Owner.
- 12 FOSTER. To take temporary Custody of any Animal with the approval of or
- 13 at the request of AACC to administer veterinary care, groom, train, provide
- 14 special feeding, care for or otherwise provide for the Animal.
- 15 FOSTER CARE PROVIDER. Any Person who fosters an Animal from or
- 16 through AACC to lend aid and comfort and to otherwise assist in making the
- 17 Animal Adoptable or, in the case of Domestic Abuse Boarding, to provide a safe,
- 18 homelike environment to minimize the negative effects on the Animal of being
- 19 separated from its family.
- 20 FOUND COMPANION ANIMAL. A Stray Animal that is temporarily
- 21 possessed by a Person who has registered with AACC to hold the Animal for
- 22 reclaim by the Owner or subsequent disposition as provided in this Ordinance.
- 23 GAFF. An artificial steel spur designed for attachment to the leg of a
- 24 Fighting Bird.
- 25 GROOMING PARLOR. An Establishment that is maintained in whole or in
- 26 part for the purposes of performing cosmetological services for Animals.
- 27 GUARD DOG. A dog that is used to protect a Guard Dog Site.
- 28 GUARD DOG SITE. An Establishment that utilizes a Guard Dog.
- 29 GUARD DOG SITE PERMIT OR GDSP. The Permit required for a Guard
- 30 Dog Site.
- 31 HARNESS. With respect to a dog, a properly fitting apparatus that is not
- 32 abrasive and that restrains the dog by the body and shoulders without the
- 33 involvement of the neck. With respect to a cat, a properly fitting apparatus that is

- 1 not abrasive featuring adjustable collar buckles around the neck that are joined to
- 2 an adjustable girth.
- 3 HEALTHY. That an Animal is free from disease and not suffering from any
- 4 objectively observable illness.
- 5 HOUSEHOLD. A human social or family unit comprised of Persons living,
- 6 residing and domiciled in the same residence.
- 7 HSUS. The Humane Society of the United States or its successor entities.
- 8 HYBRID. An Animal created by breeding Animals of different species.
- 9 Dogs, wolves and coyotes are different species for purposes of this definition.
- 10 IDENTIFIED. A Companion Animal that has an affixed License Tag,
- 11 Microchip, Tattoo or other indication of the Owner sufficient for AACC or any
- 12 other Person to contact the Owner or is known to an ACO or other AACC
- 13 employee.
- 14 ILLNESS. A malady, injury, impairment, or physical/mental condition that
- 15 requires Veterinary care.
- 16 IMPOUND. Receipt of an Animal by AACC for processing as provided in this
- 17 Ordinance.
- 18 INDEPENDENT OBSERVER. A Person who evaluates a dog for Aggressive
- 19 behavior without knowing about the conclusions or observations of another
- 20 Person who has also evaluated the dog. Independent Observer shall also mean
- 21 a Person who evaluates a dog with no predisposition or prejudice concerning the
- 22 dog and who is free from influence by any third Person desiring any certain
- 23 outcome of the assessment.
- 24 INJURED. The condition of an Animal's being harmed, disabled or impaired
- 25 in a physical sense which is determined by the reasonable objective observation
- 26 of wounds, injured limbs, broken bones, or disfiguring lacerations.
- 27 INTACT. A dog over six months old or a cat over five months old that has
- 28 not been Altered.
- 29 INTACT ANIMAL REMOVAL FORM. The AACC form that allows an Owner
- 30 to remove an Intact Animal from AACC.
- 31 INTACT COMPANION ANIMAL PERMIT. The annual Permit issued to the
- 32 Owner of a Companion Animal that has not been Altered.

- 1 INTACT COMPANION ANIMAL SITE. Any residence, building or other
- 2 structure in a Residential Zone that is used in whole or in part to house or keep
- 3 an Intact Animal.
- 4 INTAKE AREA. The area set aside at each AACC facility where Animals are
- 5 dropped off by the public, Surrendered by the Owner, or brought in by Animal
- 6 Control Officers or other public safety personnel.
- 7 INTAKE DAY. The first day of arrival of an Animal at AACC during which
- 8 time the Animal goes through the Intake Process.
- 9 INTAKE PROCESS. The procedure for receiving, documenting,
- 10 photographing, physically examining, vaccinating, de-worming and applying
- 11 parasite prevention to Animals that arrive at AACC and includes all activities
- 12 between the time of arrival and the time the Animal is put in the Enclosure where
- 13 it will be housed while at AACC.
- 14 INTENT TO ADOPT. A document filed with AACC indicating that a Qualified
- 15 Adopter wants to Adopt a Companion Animal not currently available for Adoption.
- 16 LAWFUL JUSTIFICATION. A strictly construed defense to a charge of
- 17 Cruelty based on an immediate need to defend a threatened Person or Animal
- 18 from an imminent attack by an Animal apparently capable of causing death or
- 19 serious bodily injury to the threatened individual or Animal.
- 20 LEASH LAW . Animals, other than wild animals not owned by any human,
- 21 must be restricted at all times by either a Secure Fence, a Secure Facility, a
- 22 Secure Enclosure, secured in the back of a pickup truck, inside a vehicle with
- 23 proper ventilation, or be on a leash no longer than 8 feet long accompanied by a
- 24 person able to control the Animal.
- 25 LETHAL DRUG. A chemical that causes the humane death of an Animal
- 26 and that is approved by the AACC Veterinarian and the Mayor.
- 27 LICENSE. An Albuquerque Companion Animal License.
- 28 LICENSE TAG. The tag supplied by AACC or its agents that contains the
- 29 number of an Albuquerque Companion Animal License.
- 30 LITTER. One or more sibling offspring Companion Animals under six
- 31 months old.
- 32 LITTER PERMIT. Permit required when an Animal becomes pregnant.

1 LITTER SURRENDER AGREEMENT. An agreement between the Mayor  
2 and the Owner of a Litter.

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

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

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

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

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

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

29 MODERATE INCOME PERSON. Any Person (1) whose income is 80% or  
30 less of the median gross income for the City adjusted for family size, as  
31 determined by the U.S. Department of Housing and Urban Development or by  
32 figures obtainable from the Family and Community Services Department of the  
33 City or its successor agencies and (2) who signs and submits an affidavit to

1 AACC swearing that his or her income is 80% or less of the median gross  
2 income for the City adjusted for family size.

3 MULTIPLE COMPANION ANIMAL SITE OR MCAS. Property in a  
4 Residential Zone upon which, by virtue of a Permit, the Owner is allowed to  
5 exceed the authorized Companion Animal number limits authorized by this  
6 Ordinance.

7 MULTIPLE COMPANION ANIMAL SITE PERMIT. The Permit required to  
8 operate a Multiple Companion Animal Site.

9 NEGLECT. The failure of an Owner to provide care and comfort for an  
10 Animal in the Owner's Custody which failure causes an Animal to suffer physical  
11 or emotional harm.

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

14 OWNER. A Person who possesses an Animal and claims a legally valid  
15 right of possession of an Animal superior to the rest of the world. Under this  
16 Ordinance, any Person acting as the agent of the Owner and any Person over  
17 the age of 18 in a Household and left in charge of an Animal may be deemed the  
18 Owner.

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

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

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

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

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

32 PERMIT. A document evidencing approval by the Mayor to conduct an  
33 activity or possess an Animal.

- 1           PERMIT HOLDER. A qualified person to whom a valid permit has been
- 2 provided.
- 3           PERMITTED PREMISES. The Establishment, residence, real property or
- 4 other site for which a valid Permit has been issued.
- 5           PERSON. An individual, firm, partnership, corporation, company, society,
- 6 association or legal entity, and every officer, agent or employee thereof.
- 7           PERSON IN CHARGE. The sole individual present or individual in apparent
- 8 supervision and control of a premise.
- 9           PERSONAL INJURY. An injury not to property, but to one's body, mind or
- 10 emotions.
- 11           PET STORE. An Establishment that, in whole or in part, offers Animals,
- 12 other than Companion Animals, for sale or resale or sells Animals to consumers
- 13 or wholesalers.
- 14           PET STORE PERMIT OR PSP. A Pet Store Permit for Pet Stores that do
- 15 not sell Companion Animals
- 16           POLICE OFFICER. Any sworn member of the Albuquerque Police
- 17 Department or any sworn officer of any other law enforcement agency authorized
- 18 and empowered to enforce or execute laws in the City.
- 19           POSSESSION. Custody of an Animal.
- 20           POTABLE WATER. Water that is safe for drinking.
- 21           POULTRY. Any bird that is kept as a pet, other than Companion Birds, or
- 22 any bird that is commonly used by humans for eggs or meat.
- 23           PROHIBITED EXOTIC OR WILD ANIMALS. Any Exotic or Wild Animal that
- 24 is unlawful to own, possess, keep, harbor, bring into the city, have in one's
- 25 possession or allow to breed under federal or state law.
- 26           PROOF OF OWNERSHIP. Any documentation or evidence, which proves to
- 27 the satisfaction of the Mayor that a Person is the Owner of an Animal, including
- 28 but not, limited to: an Albuquerque Companion Animal License, Microchip
- 29 identification, Veterinarian invoice, official registration, or photographs of the
- 30 Animal
- 31           PROTECTIVE CUSTODY. The temporary control over and care of an
- 32 Animal at AACC.

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

5           QUALIFIED ADOPTER. A Person who is 18 years of age or older, who has  
6 never been convicted of any form of Cruelty under any law and in addition has  
7 not been convicted two or more times for any violation of this Ordinance or its  
8 predecessor ordinances, has never had any Animal related Permit Revoked or  
9 Suspended, has never failed to Reclaim an Animal from AACC, has not  
10 Surrendered an Animal within one year of the time of Adoption and has never  
11 been convicted of child or domestic abuse.

12           QUARANTINE. The segregation of an Animal for any time as required under  
13 state law or this Ordinance in order to control the spread of rabies or contagious  
14 illness.

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

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

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

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

29           RESERVE ANIMAL CONTROL OFFICER OR RESERVE ACO. Any Person  
30 who volunteers without compensation to assist ACOs in the field.

31           RESIDENTIAL ZONE. "Zone, Residential" as defined in the City's "Zoning  
32 Code.

- 1           RETURN BY ADOPTER. That an Animal has been returned to AACC within
- 2 thirty days of Adoption.
- 3           SAFE HAVEN. The period of time when an Animal is exempt from
- 4 Euthanasia.
- 5           SANCTUARY. Areas protected through the management of human activities
- 6 to provide and maintain habitat, other wildlife, and the ecosystems that support
- 7 them. Inclusions: National Wildlife Areas, Migratory Bird Sanctuaries,
- 8 Conservation Areas and Marine Protected Areas.
- 9           SECURE ENCLOSURE. Cage or box, that may be portable, from which an
- 10 animal is not able to escape or be invaded.
- 11           SECURE FENCE. A visible protective or confining barrier that prevents any
- 12 Companion Animal, including Guard Dogs, from escaping the property on which
- 13 the Animal is being restricted. This includes a dog run type structure.
- 14           SECURE FACILITY. A house or building in which a Companion Animal is
- 15 being restricted that will prevent the Companion Animal, including Guard Dogs,
- 16 from being able to escape.
- 17           SEIZE. To take Custody of an Animal with or without notice to the Owner or
- 18 the consent of the Owner. Exigent circumstances must exist if an Animal is
- 19 taken into Custody without notice to the Owner of the consent of the Owner.
- 20           SENIORS. Persons 65 years of age or older.
- 21           SERVICE ANIMAL. A dog trained or being trained by a recognized school for
- 22 training dogs to assist Persons with disabilities; an Animal recognized as a
- 23 Service Animal pursuant to the American with Disabilities Act of 1990; or any
- 24 other animal approved by the Governor’s Committee on Concerns of the
- 25 Handicapped as acceptable in public places and trained to provide some special
- 26 assistance to a Person with a disability.
- 27           SEVERE MEDICAL CONDITION. A condition that results in an Animal
- 28 requiring, permanently or for an extended period, a high level of constant care to
- 29 maintain comfort, sustain life, or attend to a bodily function that the Animal
- 30 cannot manage themselves.
- 31           SITE MANGER. A Person employed by the City, assigned to AACC and
- 32 charged by the Mayor to be responsible for the health, welfare, and well being of
- 33 all Animals in the care of the shelter and for ensuring that appropriate care is

1 administered for all Animals under the shelter’s control; for the sanitary and cost  
2 effective and humane management of the shelter; managing all personnel  
3 assigned to Animal welfare, health and well being work areas and other duties as  
4 identified by the Director.

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

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

11 STAFFING LEVELS FOR ANIMAL CARETAKING. The minimum number of  
12 kennel staff that must be available at AACC according to the Animal population  
13 at AACC as set forth in the October 2000 HSUS Report to the Albuquerque  
14 Animal Services Division under the heading titled "Staffing Levels for Animal  
15 Caretaking" at page 96 of said report and the minimum number of ACOs that  
16 must be available according to the HSUS report at page 159.

17 STRAY. An Animal that is At Large.

18 SURRENDER. The relinquishment of Ownership of an Animal to AACC by  
19 the Owner of the Animal.

20 TATTOO. An indelible mark placed on an Animal to serve as Permanent  
21 Identification.

22 TIME. Days spent at AACC.

23 TRANSFER. The temporary change of Custody of an Animal in which  
24 ownership of the Animal remains with AACC.

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

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

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

31 VACCINATION OR VACCINATE. Administer a vaccine to an Animal,  
32 including, but not limited to, rabies, distemper, parvo, para influenza, corona virus

1 or bordatella and other vaccines deemed necessary from time to time by the  
2 Mayor.

3 VERMIN. Wild rodents and various insects including flies, mosquitoes, ants  
4 and wasps.

5 VETERINARIAN. A Doctor of Veterinary Medicine licensed to practice in the  
6 State of New Mexico.

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

9 § 9-2-1-5 ADMINISTRATION.

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

17 § 9-2-1-99 PENALTY.

18 (A) The care and maintenance standards in this ordinance pertain to all  
19 Animals in the City of Albuquerque. Any person who violates a provision of this  
20 Ordinance shall be deemed guilty of a petty misdemeanor and, upon conviction  
21 thereof, shall be subject to the penalty provisions set forth in § 1-1-99. Every  
22 violation of this ordinance shall be a separate misdemeanor. Every day this  
23 ordinance is violated shall be considered a separate offense. Upon receipt of a  
24 citation, the person cited must appear in court.

25 PART 2: CARE, MAINTENANCE, HOUSING, RESTRAINT AND  
26 TRANSPORTATION STANDARDS

27 The care and maintenance standards in this ordinance pertain to all Animals  
28 in the City of Albuquerque. Any person who violates a provision of this  
29 Ordinance shall be deemed guilty of a petty misdemeanor and, upon conviction  
30 thereof, shall be subject to the penalty provisions set forth in § 9-2-1-99. Every  
31 violation of this ordinance shall be a separate misdemeanor. Every day this  
32 ordinance is violated shall be considered a separate offense. Upon receipt of a  
33 citation, the person cited must appear in court.

1           The owners of less common and Permissible Exotic or Wild Animals are  
2 responsible for knowing and meeting the specific needs of the animals their care.  
3 Ignorance of these needs will not be a defense against prosecution for failure to  
4 provide proper care, maintenance and housing.

5           § 9-2-2-1 REQUIRED CARE AND MAINTENANCE FOR MAMMALS AND  
6 BIRDS KEPT ON RESIDENTIAL PROPERTY.

7           (A) Food and Water.

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

12           (2) Water. Mammals and birds shall be provided with constant access to a  
13 supply of potable water in sufficient amount as to maintain good health as  
14 required by the species.

15           (B) Medical Treatment.

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

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

21           (3) Owners of Companion Animals or ferrets over three months of  
22 age shall have the Companion Animals and ferrets Vaccinated against rabies no  
23 less frequently than required under State Law.

24           (C) Required Alteration of Companion Animals. All dogs over the age of  
25 six months and cats over the age of five months shall be Altered by a  
26 Veterinarian.

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

32           (2) Owners of Companion Animals may buy an Intact Animal  
33 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  
6 accordance with the definition of Basic Grooming as applicable to the species.  
7 Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet and  
8 skin of an Animal in healthy condition. Basic Grooming ensures that the toenails  
9 or hooves are not so long as to cause the Animal not to be able to move normally  
10 or to cause pain to the Animal. Basic grooming also includes the Owner  
11 providing an Animal with whatever the Animal needs for self-grooming.  
12 Grooming the coat on most Animals is necessary to insure the coat is not matted  
13 to the point that it becomes so heavy as to cause skin irritation or trap fecal  
14 matter. The Animal shall not be so dirty as to provide a home for parasites and  
15 insects. No Animal shall be allowed to have foreign objects imbedded in its skin  
16 or hair other than the required Microchip for Companion Animals.

17 (F) Permanent Identification. All Companion Animals shall be Permanently  
18 Identified by a Microchip or Tattoo. Microchipping shall be available for free at  
19 AACC for Low Income Persons. It is the Owner's responsibility to notify AACC of  
20 the type of Permanent Identification if it is anything other than a Microchip.

21 § 9-2-2-2 HOUSING AND RESTRAINT STANDARDS FOR MAMMALS AND  
22 BIRDS KEPT ON RESIDENTIAL PROPERTY.

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

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

30 (1) Cleanliness. Feces and soiled bedding must be removed at  
31 least weekly to prevent odors and possible dangerous or toxic exposure or  
32 contamination by fecal material, mold or internal and external parasites that could  
33 harm the Animal or cause the spread of disease to other Animals or humans.

1 Premises shall be kept in such a way that no animal has an opportunity to  
2 become entangled with loose wire, or get splinters from wooden boards, or come  
3 into contact with other yard trash that could harm an Animal.

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

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

12 (4) Environmental Enrichment. Owners shall provide toys and other safe  
13 products, appropriate for the species that will stimulate mental, physical and  
14 grooming activities.

15 (C) Indoor - Secure Facility

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

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

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

26 (D) Outdoor - Secure Fence

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

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

1 shade: for example, a doghouse that protects the dog from wind and rain may be  
2 too hot inside when exposed to direct sunlight during the warmer months so  
3 shade must also be provided. Outside housing shall protect Animals from any  
4 extreme weather conditions that may be detrimental to the health or comfort of  
5 the Animals.

6 (3) Chaining. Chaining is prohibited as a means of outdoor  
7 confinement for more than one hour during any twenty four hour period.

8 (4) Trolley. In the rare case and as a last resort, a person may  
9 apply for a Trolley Permit as a means of restricting an Animal to one's property.  
10 Trolleys shall be used for no longer than nine hours in a twenty four hour period.  
11 To use a Trolley the owner must have a valid Trolley Permit

12 (5) Crating. Crating is prohibited as a means of outdoor  
13 confinement for the purpose of circumventing the Secure Fence requirement or  
14 the Chaining prohibition of this ordinance

15 (6) Cages and other enclosures. Companion Birds kept in  
16 cages must have enough room to spread their wings and have at least 2 perches  
17 of different diameters available to them. Other outdoor enclosures must provide  
18 the basic needs stated in this ordinance.

19 § 9-2-2-3 REQUIRED CARE AND MAINTENANCE FOR MAMMALS AND  
20 BIRDS KEPT AT BOARDING KENNELS, GUARD DOG SITES, ANIMAL  
21 SHELTERS INCLUDING THE ALBUQUERQUE ANIMAL CARE CENTER AND  
22 PET STORES (non-residential sites) Pet Stores are not allowed to sell dogs or  
23 cats.

24 Facilities must have an adequate number of employees on duty to maintain  
25 the care and maintenance standards in this Ordinance. Each Animal shall be  
26 observed daily by the Person in Charge.

27 (A) Food and Water.

28 (1) Food. Mammals and birds shall be provided with uncontaminated,  
29 palatable, nutritious food, which is of adequate quantity as to maintain the normal  
30 weight and condition of a healthy Animal. Additionally, the amount of food  
31 administered and feeding times must properly conform to the individual Animal's  
32 age and condition. Food should be stored off the floor in a dedicated room. The  
33 door to this room must be able to close tightly to keep out rodents and insects.

1 Open food must be kept in covered, washable containers. Refrigeration shall be  
2 available and used for partially consumed cans of food. Food and water dishes  
3 must not be made of plastic and must be washed after every meal. There should  
4 be a designated area available to wash dishes with hot water and the appropriate  
5 disinfectant.

6 (2) Water. Mammals and birds shall be provided with constant access to  
7 a supply of potable water in sufficient amount as to maintain good health as  
8 required by the species.

9 (B) Medical Treatment.

10 (1) Boarding Kennels

11 (a) The services of a locally available Veterinarian must  
12 be retained and his or her name must be listed on the application for the Animal  
13 Service Provider Permit. AACC must be notified if a change in Veterinary  
14 services occurs. If there is a medical problem with an Animal and the Owner's  
15 Veterinarian is not available, the Veterinarian listed for the Kennel shall be  
16 contacted as soon as possible.

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

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

21 (2) Animal Shelters including AACC

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

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

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

30 (3) Pet Stores.

31 (a) The services of a locally available Veterinarian must  
32 be retained and his or her name must be listed on the application for the Animal  
33 Service Provider Permit. AACC must be notified if a change in Veterinary

1 services occurs. The listed Veterinarian shall be used whenever there is a health  
2 concern.

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

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

7 (4) Guard Dog Sites.

8 (a) Both the owner of the Guard Dog and the owner of the Guard  
9 Dog Site must retain the services of a locally available Veterinarian and their  
10 names must be listed on the application for the Guard Dog Site Permit. AACC  
11 must be notified if a change in Veterinary services occurs. The listed Veterinarian  
12 shall be used whenever there is a health concern.

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

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

17 (C) Required Alteration of Companion Animals. No Companion Animal  
18 shall leave any Animal Shelter including AACC without having been Altered. The  
19 only exemption to this provision is if Alteration would be dangerous for the  
20 Companion Animal due to age or health issues. Intact Animal Permits are  
21 subject to revocation if an Animal arrives at an Animal Shelter including AACC.  
22 This provision does not apply to Boarding Kennels and Guard Dog Sites. Intact  
23 Animals at Guard Dog Sites must have Intact Animal Permits

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

29 (E) Basic Grooming. All Animals shall be groomed in accordance with  
30 this ordinance as described by the definition of Basic Grooming as applicable to  
31 the species. Basic Grooming is necessary to maintain the eyes, ears, beaks,  
32 hooves, feet and skin of an Animal in healthy condition. Basic Grooming  
33 includes making sure that the toenails or hooves are not so long as to cause the

1 Animal not to be able to move normally or to cause pain to the Animal. Basic  
2 grooming also includes providing the Animal with whatever the Animal needs for  
3 self-grooming. No Animal shall be allowed to have a coat that is matted to the  
4 point that it becomes so heavy as to cause skin irritation or trap fecal matter.  
5 The Animal shall not be so dirty as to provide a home for parasites and insects.  
6 No Animal shall be allowed to have foreign objects imbedded in its skin or hair  
7 other than the required Microchip for Companion Animals. Boarding Kennels are  
8 not required to provide Basic Grooming for boarded Animals.

9 (F) Environmental Enrichment. Mammals and Companion birds kept  
10 overnight shall be provided with toys or other safe products, appropriate for the  
11 species that will stimulate mental, physical and grooming activities. At Boarding  
12 Kennels, Owners of the Animals to be boarded may waive this requirement.

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

16 § 9-2-2-4 HOUSING AND RESTRAINT STANDARDS FOR MAMMALS AND  
17 BIRDS KEPT AT BOARDING KENNELS, GUARD DOG SITES, ANIMAL  
18 SHELTERS INCLUDING THE ALBUQUERQUE ANIMAL CENTER (AACC)  
19 AND PET STORES (non-residential sites)

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

22 (1) Leash Law. All Animals, other than wild animals not owned by  
23 any human, must be restricted at all times by either a Secure Fence, a Secure  
24 Facility, a Secure Enclosure, secured in the back of a pick-up truck, inside a  
25 vehicle with proper ventilation, or be on a leash no longer than 8 feet long  
26 accompanied by a person able to control the Animal.

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

29 (3) Cleanliness. The entire premises shall be kept clean and in  
30 good repair in a manner which will protect Animals from disease or injury. Feces  
31 and urine must be removed at least twice daily from Companion Animal living  
32 quarters to prevent odors and possible dangerous or toxic exposure or  
33 contamination by fecal material, mold or internal and external parasites that could

1 harm the Animal or cause the spread of disease to other Animals or humans.  
2 After cleaning, cats shall not be returned to their enclosures until the enclosures  
3 have air dried. Soiled bedding must be changed daily. If hosing the enclosures,  
4 the Animals must be removed and not allowed to come in contact with the dirty,  
5 pooled water or wet floors. Animals shall never be squirted with water. Suitable  
6 drainage must be provided. There can be no standing water.

7 (4) Hazards. All areas where animals are kept shall be maintained in a  
8 manner that no Animal can accidentally or intentionally come into contact with  
9 chemicals or other dangerous substances including, but not limited to, antifreeze  
10 that could potentially poison an Animal. A room or closet must be available to  
11 store cleaning supplies. Cleaning supplies and food cannot be stored together.  
12 Provisions shall be made for the timely removal and proper disposal of Animal  
13 and food waste, soiled bedding, dead Animals, and debris. Disposal facilities  
14 and methodology shall minimize vermin infestation, odors, and disease.

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

19  
20 (B) Indoor - Secure Facility

21 (1) Minimum floor space and other requirements for Cats

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

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

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

30 (2) Minimum floor space requirements for Dogs

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

1 (b) Dogs weighing between 30 and 65 pounds shall have  
2 12 square feet of flat floor space and three feet of vertical space per dog.

3

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

6 (3) Minimum requirements for Birds.

7 (a) Birds must have enough room to spread their wings to  
8 their full width.

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

11 (4) Any other animals not specifically listed should be provided with  
12 adequate space to prevent overcrowding and to allow the Animal to maintain  
13 normal exercise levels required by the species, size and temperament of the  
14 animal.

15 (5) Heating and cooling systems are required if needed to keep the  
16 temperature between 60 and 80 degrees Fahrenheit. Radiant floor heat is  
17 required in kennel buildings that are not fully and constantly enclosed.  
18 Ventilation must be such that there are no drafts in the winter, odors, or moisture  
19 condensation. The general ventilation guidelines for the areas the Animals are  
20 confined in are ten to fifteen fresh air changes per hour.

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

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

32 (C) Outdoor - Secure Fence

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

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

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

16 (4) Trolley. Trolleys are prohibited as a means of out door  
17 confinement in non-residential areas.

18 (5) Crating. Crating is prohibited as a means of outdoor  
19 confinement in non-residential areas.

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

24 §9-2-2-5 STANDARDS FOR GROOMING PARLORS AND DOGGIE DAY CARE  
25 FACILITIES

26 (A) Indoor and outdoor facilities must meet the definitions of Secure Facility  
27 and Secure Fence. Indoor temporary enclosures for Animals must be structurally  
28 sound, and have no protrusions that could injure Animals. Temporary enclosures  
29 must be large enough for the Animals to stand up, lie down and stretch out  
30 comfortably. Cats shall have access to litter. Ventilation must be such that there  
31 are no strong odors. If the outdoor facilities include enclosures for the animals  
32 they must be waterproof. Outside facilities must provide shade from the sun and

1 shelter from rain or snow. Suitable drainage must be provided. There can be no  
2 unintentional standing water.

3 (B) Cleanliness. Feces and urine shall be removed as necessary to prevent  
4 the Animals from becoming soiled and to prevent odors but under no  
5 circumstances less than twice each day or every time a new Animal is placed in  
6 a temporary enclosure. No bleach shall be used as a disinfectant for areas with  
7 cats or kittens. All areas of the premises must be kept clean and in good repair.  
8 A room or closet must be available to securely store cleaning supplies.  
9 Provisions shall be made for the timely removal and proper disposal of Animal  
10 waste and debris. Disposal facilities and methodology shall minimize vermin  
11 infestation, odors and disease.

12 9-2-2-6 TRANSPORTING ANIMALS IN VEHICLES When transporting Animals  
13 they must be kept safe.

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

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

23 (2) Crates. If an Animal is put in a Crate or other enclosure, the  
24 Crate or enclosure must be securely fastened to the bed or sides of the truck so  
25 that the Crate or enclosure can not turn over or fall out.

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

29 (B) Cars, Vans and RVs. Animals riding inside vehicles that are not in  
30 Crates or other enclosures must not be allowed access to a window opened wide  
31 enough for the Animal to jump, fly or fall out. Animals left unattended in cars,  
32 vans or RVs must have adequate ventilation to prevent the temperature in the  
33 vehicle from rising high enough such that any reasonable Person would know

1 that the Animal would suffer from heat exposure. During the warmer months no  
2 amount of ventilation will keep the car from getting too hot. If the Mayor  
3 determines that an Animal in a vehicle is in immediate danger, the Mayor may  
4 enter the vehicle by whatever means necessary , without being liable to the  
5 owner of the vehicle and seize the Animal.

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

14 PART 3: REQUIRED LICENSE AND PERMITS

15 § 9-2-3-1 REQUIRED ALBUQUERQUE COMPANION ANIMAL LICENSE

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

19 (B) Non-Resident. Any Person who is not a City resident but who keeps a  
20 Companion Animal in the City for more than 15 consecutive days or an  
21 aggregate of 30 days in any year shall obtain an Albuquerque Companion Animal  
22 License.

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

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

29 (E) Impounded Companion Animals. Any Person, whether or not they live in  
30 the city of Albuquerque, who owns a Companion Animal that has been  
31 impounded by AACC shall obtain a City License.

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

1 (1) Any Companion Animal outside the Owner’s real property shall wear a  
2 collar or a Harness with a current License Tag and an Anti-Rabies Vaccination  
3 Tag attached to the collar or Harness, even if the Companion Animal is  
4 Microchipped.

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

8 (3) Replacement License tags shall be sold at the AACCs at a cost of  
9 \$4 each.

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

12 (H) The fee for an Albuquerque Companion Animal License is as stated in  
13 § 9-2-3-18 of this ordinance.

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

15 § 9-2-3-2 PERMITS: GENERAL PROVISIONS

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

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

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

22 (D) Permits are not transferable or refundable.

23 (E) The Fees for Permits are as stated in § 9-2-3-18 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) Permit Holders shall allow entry and inspection of the Permit Holder's  
2 premises by the Mayor with reasonable notice. Upon presentation of proper  
3 identification, and at any reasonable time, the Mayor shall be allowed to enter  
4 any Permitted Premises for the purpose of making inspections to determine  
5 compliance with this ordinance. The Person in Charge of the Permitted  
6 Premises shall be allowed to accompany the Mayor on his inspection.

7 (2) Upon completion of an inspection of a Permitted Premises, the Mayor  
8 shall prepare a written inspection report stating whether the Permitted Premises  
9 is in compliance or in violation of the requirements of this ordinance.

10 (3) If the Mayor determines the Permitted Premises are not in compliance  
11 with the provisions of this ordinance, the report shall specify the nature of the  
12 noncompliance.

13 (4) The Mayor and the Person in Charge of the Permitted Premises shall  
14 sign the inspection report.

15 (5) A copy of the inspection report shall be furnished to the Person in  
16 Charge at the time of the inspection.

17 (6) With the exception of Household permits, all inspection reports shall  
18 be posted on the AACCC Website.

19 (D) Records. The Mayor shall be allowed to examine all records pertinent to  
20 the origin, care and disposition of Animals owned by the Permit Holder. A  
21 current record shall be kept which describes all Animals owned, purchased or  
22 received by the Permit holder and the disposition of each Animal. Permit Holders  
23 shall promptly produce any and all documents pertaining to medical care and  
24 ownership records for inspection upon request of the Mayor. Permit Holders who  
25 sell, give away, loan, transfer or in any way alienate possession or ownership of  
26 a Companion Animal shall keep records containing the name and address of  
27 each recipient, the date of disposition and the Permanent Identification of each  
28 Companion Animal. All required documents shall be kept for three years after  
29 the death or other disposition of any Animal owned by the Permit Holder.

30 (E) Permit Holders shall comply with all City Ordinances including, but not  
31 limited to, the Zoning Code and Noise Ordinance provisions that pertain to  
32 Animals. (F) Any Permitted Premises open to the public shall post a sign  
33 conspicuously observable by the public which states that all Companion Animals

1 in the City must be Spayed or Neutered unless they possess an Intact Animal  
2 Permit and they must be Licensed and Microchipped or otherwise Permanently  
3 Identified. Such signs shall be at least 8 1/2 inches by 11 inches in size and  
4 contain lettering at least 1 inch in height.

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

7 (H) The Permit Holder shall notify the Mayor of any changes which may  
8 affect the status of the Permit and shall keep the Mayor informed of any changes  
9 in the Permit holder's name, address, home and business telephone numbers,  
10 location of the Permitted Premises, emergency contacts and activities covered by  
11 the Permit.

12 (I) Both the Person in Charge of a Permitted Premises and the Owner of  
13 the Permitted Premises shall be responsible for complying with this Ordinance.

14 § 9-2-3-4 PERMIT RENEWALS

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

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

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

21 § 9-2-3-5 PERMIT APPLICATIONS

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

23 (B) Application Process.

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

29 (2) The application form shall require the applicant to supply the names,  
30 addresses and phone numbers of two adults not living at the same address as  
31 the applicant, or each other, for the purpose of being emergency contacts.  
32 These people must agree to take responsibility for the Animals in the event the

1 Permit Holder becomes unable to take care of the Animals covered by their  
2 Permit .

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

6 (4) Within 30 days of the receipt of a Permit application the Mayor  
7 shall review the application and inspect the premises. The Mayor shall approve,  
8 conditionally approve or deny the Permit application and notify the applicant in  
9 writing of the decision.

10 (5) The Mayor shall charge a reasonable inspection fee.

11 (6) The Mayor may approve an application only after the following  
12 determinations are made:

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

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

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

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

22 § 9-2-3-6 INTACT COMPANION ANIMAL PERMIT. All Owners of dogs over  
23 the age of six months old and all cats over the age of five months old that have  
24 not been altered shall obtain an Intact Companion Animal Permit ("ICAP").

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

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

30 (C) The Household shall be secure against ingress by Companion Animals of  
31 the same species or egress of the Companion Animal for which the ICAP is  
32 issued.

1 (D) If an Intact Companion Animal that has been issued an ICAP is  
2 Impounded by AACC, the ICAP will be automatically revoked and the Intact  
3 Companion Animal will be required to be Altered. If an ICAP Companion Animal  
4 is Impounded and must therefore be Altered, the Permit holder may pay AACC to  
5 Alter the Companion Animal or remove the Companion Animal from AACC to be  
6 Altered by a Veterinarian of the Owner's choosing by signing the Intact Animal  
7 Removal Form.

8 (E) If an ICAP holder wants to breed an Intact Companion Animal or if a  
9 female Intact Companion Animal has been impregnated, the ICAP holder must  
10 obtain a Litter Permit prior to the birth of the Litter.

11 (F) Medical Waiver Certificate.

12 (1) If Alteration of a Companion Animal would endanger the health  
13 of the Companion Animal due to age or Illness, a Veterinarian may complete a  
14 Medical Waiver Certificate stating the reasons why the Companion Animal  
15 should not be altered.

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

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

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

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

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

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

4 § 9-2-3-7 COMPANION ANIMAL LITTER PERMIT Owners of female Intact  
5 Companion Animals must obtain a Litter Permit prior to the birth of a Litter.

6 (A) All female Intact Companion Animals must have an ICAP and be  
7 Licensed and Microchipped or otherwise Permanently Identified before a Litter  
8 Permit will be issued.

9 (B) No Person shall apply for or obtain more than four Litter Permits per  
10 Household in any consecutive 12 month period.

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

13 (D) Litter Permits expire six months from the date of issue.

14 (E) During the time the Litter Permit is in effect and while the Litter is with  
15 the mother, but for no longer than six months from the time of birth of the Litter,  
16 the Litter Permit holder may exceed the Animal Possession Limits in this  
17 ordinance.

18 (F) Requirements Regarding Litter Companion Animals: Care and  
19 Disposition

20 These requirements are in effect whether or not the Owner of the Litter  
21 possesses a Litter Permit.

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

26 (2) Puppies and Kittens shall be microchipped or otherwise  
27 Permanently Identified prior to being separated from the mother. .Proof of  
28 Permanent Identification must be provided to AACC.

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

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

1                   (5) The Litter Permit Holder is liable for the medical costs, including  
2 medicine, for any Puppy or Kitten that is diagnosed as sick by a Veterinarian  
3 within four weeks from the date of sale. The Litter Permit Holder shall reimburse  
4 the new owner the costs associated with the sick Animal, up to the amount of  
5 money the puppy or kitten was purchased for. The new Owner shall be allowed  
6 to keep the puppy or kitten even if the Litter Permit Holder pays the medical  
7 costs. The new Owner or the Litter Permit Holder may appeal to the  
8 Administrative Hearing Officer if there is a dispute to the fact of the illness or the  
9 amount of the charges. If the Litter Permit Holder does not prevail on appeal, the  
10 Litter Permit Holder shall reimburse the costs of the appeal to the new Owner.

11                   (6) A Litter Permit is required to advertise any Companion Animal under  
12 the age of six months old for sale, gift or other transfer or conveyance, in any  
13 local periodical or newspaper of general circulation. The Litter Permit number  
14 must be included in any advertisement.

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

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

27                   § 9-2-3-8 MULTIPLE COMPANION ANIMAL SITE PERMIT. Any Person  
28 intending to exceed the maximum limit of four dogs plus two cats or six cats in a  
29 Household shall obtain a Multiple Companion Animal Site Permit ("MCASP").

30 (A) No Person with intact Companion Animals shall apply for or possess an  
31 MCASP

32                   (B) All Companion Animals at a Multiple Companion Animal Site shall be  
33 Licensed, Microchipped or otherwise Permanently Identified and spayed or

1 neutered. Fostering a pregnant Companion Animal and her eventual offspring  
2 are a temporary exception to this rule.

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

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

7 (E) No Person shall keep or maintain more than 15 Companion Animals at  
8 any MCASP site. This limit may be exceeded under special circumstances  
9 determined by the Mayor.

10 § 9-2-3-9 PERMISSIBLE EXOTIC OR WILD ANIMAL COLLECTION PERMIT.

11 (A) Any Person who wishes to receive, purchase, own or keep more than 10  
12 Permissible Exotic or a Wild Animals shall first obtain an Exotic or Wild Animal  
13 Collection Permit ("EWACP").

14 (B) Notwithstanding the foregoing, zoological parks, Rehabilitators licensed  
15 through the State of New Mexico, Veterinary hospitals, and the Humane Society  
16 Shelters are excluded from the provisions of this section, provided that the  
17 excluded facilities use protective devices adequate to prevent the Exotic or Wild  
18 Animals from escaping or injuring the public and the Animals will not be used in  
19 any kind of testing or experimentation. The City expects these excluded entities  
20 to treat the Exotic or Wild Animals in their possession in a humane manner as  
21 stated in this ordinance.

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

24 (D) EWACP holders must submit a health certificate from a Veterinarian to  
25 the Mayor along with the Permit application. The health certificate must certify  
26 that the Animals are in good health.

27 (E) The Mayor may Seize the Exotic or Wild Animals for its Owner's failure  
28 to obtain an EWACP or comply with this Ordinance and such Animal shall  
29 become the property of the City. The EWACP Holder or Owner of the Exotic or  
30 Wild Animal is liable for any costs incurred by the City and such costs may result  
31 in a lien being placed against the Exotic or Wild Animal.

32 (F) The Mayor shall use Seizure procedures which protect the public, the  
33 Exotic or Wild Animal and other Animals. The Mayor may convey an Exotic or

1 Wild Animal in his possession to any Zoo, Sanctuary or refuge or dispose of the  
2 Animal in a Humane Manner.

3 § 9-2-3-10 GUARD DOG SITE PERMIT. Any Person wishing to operate a  
4 Guard Dog Site shall obtain a Guard Dog Site Permit (“GDSP”).

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

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

10 (D) The GDSP attaches to the real property and the GDSP holder may not  
11 transfer Guard Dogs to a separate site lacking a GDSP.

12 (E) A GDSP will not be granted for property in a Residential Zone or within  
13 500 feet of a Residential Zone or school.

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

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

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

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

25 (J) The Guard Dog Site shall be posted with warning signs that are at least  
26 12 inches by 12 inches.

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

29 (2) The warning signs shall be posted not more than 200 feet apart on the  
30 exterior of the fences or walls surrounding the site, and shall be posted at all  
31 exterior corners of the site and at every entrance to the site.

32 (K) Vehicles used to transport Guard Dogs shall be secured so the public is  
33 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 (L) A GDSP holder shall not apply for a Litter Permit for the Guard Dog Site.  
4 No breeding of Animals is allowed at a Guard Dog Site.

5 § 9-2-3-11 ANIMAL SERVICE PROVIDER PERMIT. Any Establishment  
6 intending to conduct business as an Animal Service Provider shall obtain an  
7 Animal Service Provider Permit (“ASPP”).

8 (A) The ASPP applicant must have a valid Tax ID Number and a City of  
9 Albuquerque Business Registration under the Business Registration Ordinance  
10 before an ASPP can be issued.

11 (B) Thorough and accurate records for each Animal that passes through an  
12 ASPP site must be maintained and kept for three years and must be made  
13 available upon demand by the Mayor. These records shall include but not be  
14 limited to the name, address and telephone number of each Animal Services  
15 Provider patron.

16 § 9-2-3-12 PET STORES PERMIT. Pet Stores are not allowed to sell  
17 Companion Animals but may sell other living creatures including, but not limited  
18 to, fish, birds, rodents, insects, arachnids, reptiles and other Permissible Exotics.

19 (A) No Pet Store shall conduct business in the City without a Pet Store  
20 Permit (“PSP”).

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

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

25 (D) No PSP holder may sell or offer for sale any Animal from a mobile  
26 facility or at a site away from the PSP site.

27 (E) A PSP holder shall not apply for or obtain an Intact Companion Animal  
28 Permit, Litter Permit or Multiple Companion Animal Site Permit.

29 (F) PSP Holders are liable for the medical costs including medicine, up to the  
30 amount the Animal was sold for, for any Animal that is diagnosed as sick by a  
31 Veterinarian within four weeks from the date of sale.

1 (G) The PSP holder shall reimburse the patron the costs associated with the  
2 sick Animal, up to the amount paid by the patron when the Animal was  
3 purchased.

4 (H) The patron shall be allowed to keep the Animal, even if the PSP holder  
5 pays the medical costs.

6 (I) The patron or the PSP holder may appeal to the Administrative Hearing  
7 Officer if there is a dispute to the fact of the Illness or the amount of the charges.  
8 If the PSP holder does not prevail on appeal, the PSP holder shall reimburse the  
9 costs of the appeal to the patron.

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

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

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

20 § 9-2-3-13 TROLLEY PERMIT. The Owner of a Dog who has exhausted all  
21 options for restricting their Dog to their property may apply for a one year Trolley  
22 Permit.

23 (A) The Mayor may issue a Trolley Permit upon an applicant proving the  
24 following:

25 (1) All other methods of restricting the Dog to the personal property of the  
26 Owner have been exhausted.

27 (2) A Trolley is deemed the only acceptable tempory method to keep the  
28 Animal on the Owner's personal property.

29 (3) The Dog has been spayed or neutered, microchipped, and has a  
30 current Albuquerque Companion Animal License.

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

32 (C) Because a dog on a Trolley is very venerable to attack by other dogs,  
33 the dog on the Trolley must be surrounded by a Secure Fence.

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

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

6 § 9-2-3-14 ANIMAL DRAWN VEHICLE PERMIT. Any Person intending to do  
7 business operating an Animal Drawn Vehicle shall apply for an Animal Drawn  
8 Vehicle Permit ("ADVP").

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

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

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

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

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

23 (b) Serious injury or illness; or

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

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

29 (4) Animals used to pull Animal-Drawn Vehicles shall be properly shod  
30 and their hooves shall be kept trimmed.

31 (5) Animals used to pull Animal-Drawn Vehicles shall be kept clean and  
32 brushed, particularly in the areas in contact with a harness or other tack.

1 (6) Animals used to pull Animal-Drawn Vehicles shall allocated at least 30  
2 minutes of rest for every two hour work period. The maximum working period for  
3 any one Animal shall be eight hours in every 24 hour period. No Animal used to  
4 pull an Animal-Drawn Vehicle shall be overridden or driven in a manner that  
5 might result in overheating or exhaustion.

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

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

11 (9) Animals used to pull Animal-Drawn Vehicles shall be provided potable  
12 water at every loading site and at least once an hour while they are working.

13 (10) All harnesses and other tack shall be kept oiled, cleaned and in good  
14 repair.

15 (11) Wagons, carts, carriages or other vehicles must be kept properly  
16 lubricated, and all wheels must spin freely.

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

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

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

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

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

30 (14) Animals must be provided with Adequate Shelter and shade as  
31 described in § 9-2-2-4 (C) (2) and Food and Water as described in § 9-2-2-3 (A)  
32 of this ordinance in addition to all other Care and Maintenance requirements.

33 §9-2-3-15 Hobby Breeder Permits

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

4 §9-2-3-16 LICENSE AND PERMIT FEES

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

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

16 (C) Permit Fees.

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

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

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

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

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

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

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

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

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

26 PART 4 PROHIBITED ACTIVITIES

27 §9-2-4-1 CRUELTY TO ANIMALS. Nothing herein shall be construed to  
28 preclude a conviction for Extreme Cruelty under State Law.

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

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

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

2 (D) Personal observation of Cruelty by an ACO, Reserve ACO or Police  
3 Officer is not required and such officers may issue Citations, file Criminal  
4 Complaints or assist any other Person in filing a Criminal Complaint if an Animal  
5 has been treated cruelly. A charge of Cruelty under this ordinance is not a  
6 lesser included offense for a charge of Cruelty under state law.

7 (E) In addition to criminal charges for Cruelty, the City may avail itself of the  
8 remedies of Seizure, Confiscation and Protective Custody provided under this  
9 ordinance.

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

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

15 §9-2-4-2 SPECIFIC ACTIVITES THAT CONSTITUTE CRUELTY TO AN ANIMAL

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

18 (A) Killing or attempting to kill an Animal.

19 Exceptions include:

20 (1) Humane Euthanasia performed by a Veterinarian, a Euthanasia  
21 Qualified employee or a Euthanasia Authorized employee of AACC or the  
22 Animal Humane Association,

23 (2) Killing a bird if such bird is Poultry owned by that Person and will  
24 be used for food,

25 (3) Killing a rabbit if such rabbit is owned by that Person and will be  
26 used for food, and

27 (4) Killing mice or rats that are not a Domestic Animal or otherwise  
28 claimed as a pet by any Person.

29 (B) Poisoning, attempting to poison or allowing an Animal access to  
30 poisonous substances such as Antifreeze, baiting any Animal with any substance  
31 soaked, treated or prepared with any harmful or poisonous material.

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

- 1           (2) A Person may use poison to kill mice and rats but only within a
- 2 Person's own enclosed structures.
- 3           (3) No poison may be used outside, even on a Person's own property, or
- 4 in any way in which a poisoned animal, including mice and rats, can
- 5 consequently poison other Animals.. (C) Abusing an Animal which includes but
- 6 is not limited to maiming, disfiguring, torturing, beating, having sexual contact
- 7 with, hurting, burning, scalding or cruelly setting upon any Animal,
- 8           (C) Using a prod, stick, electrical shock, chemical, physical force,
- 9 starvation, pain or discomfort on an Animal in order to make it perform,
- 10          (D) Using a whip or riding crop in a manner that is causes injury to the
- 11 Animal,
- 12          (E) Chaining an Animal to a stationary post, pole, or other immovable
- 13 object by means of any instrumentality or other extension device including but
- 14 not limited to a chain, tether, coil or rope and leaves such Animal for more than
- 15 one hour in a 24 hour period.
- 16          (F) Any Owner who Reclaims an Injured Animal from AACC for the
- 17 purpose obtaining treatment by a private Veterinarian and who subsequently fails
- 18 to provide written proof of treatment to AACC within five days.
- 19          (G) Abandonment of an Animal. Any Person who relinquishes
- 20 possession or control of an Animal in a location where any reasonable Person
- 21 would know the Animal has little chance of finding food, Potable Water, and
- 22 shelter is guilty of Cruelty. Abandonment also includes dumping or releasing an
- 23 Animal anywhere or leaving an Animal behind when a Person moves.
- 24          (H) Use of a Spring Loaded Trap - Spring Loaded Traps are absolutely
- 25 prohibited in the City unless used on mice or rats inside a Household or inside a
- 26 commercial property.
- 27          (I) Improper use of a Live Trap - Any person who leaves an Animal in a
- 28 Live Humane Trap for more than 6 daylight hours or 12 nighttime hours,
- 29          (J) Overworking an Animal,
- 30          (K) Animal Fighting. No Person shall promote, stage, hold, manage,
- 31 conduct, carry on, train for or attend a game, show, exhibition, contest or fight in
- 32 which one or more Animals are injuring, killing, maiming or destroying

1 themselves or other Animals or attempting to injure, kill, maim, or destroy other  
2 Animals or people.

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

6 (2) The Owner of any premises used for Animal fighting is in  
7 violation of this ordinance.

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

11 (4) Any person who sells, receives, possesses, transports, loans or  
12 gives away any Animal Fighting Paraphernalia is in violation of this ordinance.

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

15 (L) Teasing or taunting Animals - No Person shall disturb, tease, taunt or  
16 annoy any Animal with the intent, purpose or effect of provoking a reaction from  
17 the Animal.

18 (M) (M) Artificially coloring an Animal. No person shall dye or artificially  
19 color an Animal under the age of 12 weeks or use any dyes or coloring  
20 substance that could be harmful to the Animal.

21 (N) Any Person who violates any provision of §9-2-2-1 except (F) and (G),  
22 §9-2-2-2, §9-2-2-3 except (F) and (G), §9-2-2-4, §9-2-2-5 and §9-2-2-6 is guilty  
23 of Cruelty and shall be cited for Cruelty.

24 (O) Failing to report an Injury to an Animal caused by a motorist. A Motor  
25 Vehicle Operator who strikes or runs down an Animal shall immediately call 911  
26 and provide the facts regarding the accident and if possible the injuries  
27 sustained by the Animal. The Motor Vehicle Operator may elect to transport the  
28 Animal to AACC, a Veterinarian or EAC for Emergency Medical Treatment.

29 §9-2-4-3 ANIMAL LIMITS AND RESTRICTIONS

30 (A) Intact Companion Animals. No person shall own or possess an Intact  
31 dog over the age of six months old or an Intact cat over the age of five months  
32 old without a valid Intact Companion Animal Permit.

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

3 (C) Exceeding Animal Possession Limits.

4 (1) Companion Animals. No Person shall own more than six cats or four  
5 dogs and two cats. Any person wishing to exceed these limits may apply for a  
6 Multiple Companion Animal Site Permit. There are temporary exceptions to this  
7 rule for Foster Care Providers, Finders and people with a valid Litter Permit.

8 (2) Rabbits. No Person shall have more than 15 rabbits in the same  
9 household.

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

12 (D) Animals At Large. No Person shall cause or allow any Animal, other  
13 than wild animals not owned by any human, to be At Large whether or not it is  
14 accompanied by its Owner.

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

18 (2) Animals accompanied by a Person must be restrained by a leash no  
19 longer than eight feet long held by a Person capable of controlling the Animal.

20 (3) Verbal commands do not constitute control of a Animal and any  
21 Person accompanying and allowing the Animal to be At Large is in violation of  
22 this ordinance.

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

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

29 (F) Unlawful Use of Tags. No Person shall affix an anti-rabies or License tag  
30 to the collar or Harness of any Animal other than the Animal for which the anti-  
31 rabies or License tag was issued. No Person shall keep, manufacture or use a  
32 stolen, counterfeit or forged Animal anti-rabies Vaccination certificate, Rabies tag  
33 or License tag.

1 (G) Interference With an ACO. No Person shall attack, assault or in any way  
2 threaten or interfere with an ACO or a Reserve ACO in the performance of the  
3 duties required by this ordinance.

4 §9-2-4-4 SALE OR GIFT OF AN ANIMAL.

5 (A) Public Property. No Person shall display, sell, deliver, offer for sale,  
6 barter, auction, give away, or otherwise dispose of an Animal upon a street,  
7 sidewalk, public park, public right of way or other public property. Adoption  
8 events approved by the Mayor are exempt.

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

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

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

19 (E) Advertising. No Person shall advertise puppies or kittens for sale in any  
20 local periodical without a valid Litter Permit number conspicuously listed in the  
21 advertisement. No Person shall advertise any Animal for sale in the City of  
22 Albuquerque using any roadside signs, flyers, handbills or billboards.

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

27 (G) Permitted Exotic or Wild Animal. Permitted Exotic or Wild Animals may  
28 only be sold in accordance with this ordinance at properly Permitted Pet Stores.

29 (H) Prohibited Exotic or Wild Animals

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

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

4 (3) It shall be unlawful for a Person to breed an Exotic animal.

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

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

8 (b) Duly incorporated non-profit Animal Protection Organizations  
9 housing an Exotic Animal at the written request of the Animal control authority; or

10 (c) Animal control or law enforcement agencies or officers acting  
11 under the authority of this act; or

12 (d) Licensed Veterinary hospitals or clinics; or

13 (e) Any Wildlife Sanctuary as defined under this act; or

14 (f) any licensed or accredited research or medical institution; or

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

16 (h) Any lawfully operated rodeo.

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

20 (1) The following are exempt from these provisions:

21 (a) institutions accredited by the American Zoo and Aquarium  
22 Association,

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

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

27 §9-2-4-5 ANIMAL RACING. It shall be unlawful for any person to hold, conduct,  
28 attend or operate live Animal racing for public exhibition, pari-mutuel betting or  
29 special exhibition events. The exception to this prohibition is horse racing and  
30 charitable events with the approval of the Mayor.

31 §9-2-4-6 IMPROPER DISPOSAL OF ANIMALS. Deceased Animals shall be  
32 properly disposed of in accordance with this Ordinance. Following the death of  
33 an Animal, the Owner shall be responsible for removing the corpse immediately

1 and disposing of the body by either private cremation, or taking the Animal to  
2 AACC. It is unlawful to dispose of the body of any Animal by dumping the corpse  
3 on public or private property, roads or rights-of-way.

4 §9-2-4-7 ANIMAL NOISE. No person shall allow an Animal to persistently or  
5 continuously bark, howl or make noise common to its species to the extent that it  
6 causes a nuisance. This provision shall not apply to public zoos and approved  
7 and properly zoned Animal Shelters as defined by this ordinance.

8 §9-2-4-8 ANIMAL FIGHTS

9 (A) No person shall promote, stage, hold, manage, conduct, carry on,  
10 train for or attend a game, exhibition, contest or fight in which one or more  
11 animals are injuring, killing, maiming or destroying themselves or other animals.  
12 Without limitation on the foregoing, cockfighting is specifically included under this  
13 section.

14 (B) No person shall provoke or entice an animal from the property of its  
15 owner for the purpose of engaging the animal in an animal fight.

16 (C) No person shall commit the offense of Cockfighting. When any  
17 person is charged with Cockfighting, the Mayor shall take the Fighting Birds at  
18 the location into protective custody. A person commits the offense of  
19 Cockfighting if the person knowingly:

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

22 (2) promotes or participates in, or performs services in furtherance of,  
23 the conducting of a Cockfight. Services in furtherance of a Cockfight include but  
24 are not limited to transporting spectators to a Cockfight, handling Fighting Birds,  
25 organizing, advertising or refereeing a Cockfight and providing, or acting as  
26 stakeholder for, money wagered on a Cockfight, or

27 (3) keeps, uses or manages, or accepts payment of admission to, a place  
28 for the conducting of a Cockfight, or

29 (4) suffers or permits a place in the possession or control of the person to  
30 be occupied, kept or used for the conducting of a Cockfight, or

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

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

3 PART 5 LOST AND FOUND ANIMALS

4 §9-2-5-1 LOST AND FOUND COMPANION ANIMALS

5 (A) Lost Companion Animal.

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

8 (2) The Owner shall provide to AACC the Owner's name, address,  
9 telephone number, a description of the Companion Animal together with any  
10 identification information such as an affixed License or Microchip, a photograph if  
11 possible, the date of the loss, and the last known location of the Companion  
12 Animal prior to the loss.

13 (B) Found Companion Animal.

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

17 (2) The provisions of this Ordinance apply equally to both the Finder and the  
18 Owner.

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

22 (4) These provisions do not apply if the Companion Animal is Owned or  
23 claimed by any Person known to the Finder and is or may be the subject of a  
24 dispute between the Finder and any other Person concerning Ownership or  
25 Custody of the Companion Animal.

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

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

31 (7) To register, the Finder shall provide a description of the Companion  
32 Animal including, when applicable, any License, Microchip or other identification

1 on the Companion Animal, the time and date when the Animal was found, and  
2 the location where the Animal was found.

3 (8) The Finder shall determine if the Companion Animal is Microchipped  
4 by taking the Companion Animal to any Person who can scan and read a  
5 Microchip, by calling AACC and requesting an ACO to come to the Household to  
6 scan the Animal or by delivering the Animal to AACC so it can be scanned.

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

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

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

15 (12) If the Finder wishes to own the found Companion Animal, the Finder  
16 shall so notify AACC and said Animal shall become the property of the Finder 10  
17 days from the registration date if no Person reclaims the Companion Animal.

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

23 PART 6 RABIES

24 §9-2-6-1 RABIES

25 (A) An anti-rabies Vaccination shall be administered as often as required  
26 according to state law. The duty to provide an anti rabies Vaccination does not  
27 discharge the Owner from the duty to provide other Vaccinations and reasonable  
28 medical treatment for Companion Animals.

29 (B) Anti-Rabies Vaccination. All Owners of Companion Animals or ferrets over the  
30 age of three months shall have Companion Animals and ferrets Vaccinated against  
31 rabies no less frequently than required under New Mexico state law. The anti-rabies  
32 Vaccination shall be administered by a Veterinarian who also shall issue an anti-rabies  
33 Vaccination certificate and tag. The Mayor may require Animals other than Companion

1 Animals or ferrets to receive annual anti-rabies Vaccinations. The Veterinarian  
2 administering the anti-rabies Vaccine to an Animal shall issue the Owner an anti-rabies  
3 Vaccination certificate and tag, each bearing the same number. The Veterinarian shall  
4 legibly record, on the approved certificate, in the appropriate areas the name and  
5 address of the Owner of the Animal, a description of the Animal, the date of Vaccination  
6 and the expiration date of the period of immunity, sterilization status, and Veterinary  
7 practice name. This information shall be delivered by the Veterinarian to the Mayor in  
8 accordance with this ordinance. The Owner of a Companion Animal or a ferret shall  
9 produce its certificate of anti-rabies Vaccination upon demand by the Mayor.

10 (C) Potentially Rabid Animals. The Owner of an Animal having rabies or  
11 showing signs of rabies, an Animal Bitten by a rabid Animal or an Animal that has  
12 been exposed to rabies shall immediately isolate the Animal in a Secure Facility  
13 or within a Secure Fence where it cannot possibly come into contact with any  
14 other Animals or humans other than the Owner. Any Person who has knowledge  
15 of an Animal infected by or exposed to rabies shall immediately notify the Mayor  
16 of the location of the affected Animal. The Animal shall be surrendered by its  
17 Owner to the Mayor upon demand. The Animal shall be dealt with in accordance  
18 with state law. It is the duty of the Owner of an Animal that Bites a Person and of  
19 the Person bitten by an Animal to report the Bite to the Mayor within 24 hours  
20 after the Bite occurs. If deemed necessary by the Mayor, the Owner shall  
21 surrender the Animal to the Mayor for Impoundment, Quarantine, observation or  
22 destruction and rabies testing at the Mayor's discretion. A physician who renders  
23 medical treatment to a Person bitten by an Animal shall report the Bite to the  
24 Mayor within 24 hours of such treatment. Such medical treatment shall be paid  
25 for by the Owner of the Animal. The physician shall report the name, sex, and  
26 address of the Person bitten, as well as the type and location of the Bite on the  
27 Person's body. The physician shall give the name and address of the Owner of  
28 the Animal to the Mayor and, if known, any other facts that may assist the Mayor  
29 in locating the Biting Animal and in ascertaining the immunization status of the  
30 Animal.

31 (D) Quarantine. An Animal that has Bitten or is suspected of Biting a Person  
32 shall be confined securely at a location for a period of time deemed necessary by  
33 the Mayor. The Owner of the Animal shall be responsible for and bear the cost of

1 confinement. If the Owner does not confine the Animal as required by the Mayor,  
2 the Mayor may Seize and Impound the Animal and will keep it under Protective  
3 Custody at AACC for no longer than 15 days and the Owner shall pay all related  
4 costs before Reclaiming the Animal. After fifteen days of Protective Custody  
5 under this paragraph, the Animal will become the property of the City and may be  
6 routed or disposed of under the terms of this ordinance. The Mayor may consent  
7 to confinement on the Owner's premises only if the Owner can prove to the  
8 Mayor's satisfaction that the Animal cannot escape. Before the Owner's  
9 premises can be used for Animal confinement, the premises shall be inspected  
10 and must be approved for such purpose by the Mayor. A Person who has  
11 custody of an Animal that has Bitten a Person shall immediately notify the Mayor  
12 if the Animal shows any signs of sickness, abnormal behavior or if the Animal  
13 escapes confinement. If the Animal dies while in confinement, the Person having  
14 custody of the Animal shall notify the Mayor immediately and surrender the  
15 deceased Animal to the Mayor. Any Animal Quarantined for rabies will, on  
16 completion of the Quarantine period, be Microchipped for positive and  
17 Permanent Identification as a condition of Quarantine release or Reclaim. An  
18 Animals being Quarantined by AACC will receive the Microchip prior to being  
19 released. The Owners of any Animal Quarantined by the Owner will immediately  
20 make arrangements for Microchipping their Quarantined Animal with a  
21 Veterinarian of their choice or AACC, with the cost for such services being born  
22 by the Owner. Microchipping a Quarantined Animal must be completed within  
23 10 days of the Quarantine and failure to do so is a violation of this ordinance.

24 (E) Veterinarians

25 (1) Each Veterinarian that Vaccinates or issues Licenses shall deliver to  
26 the City information regarding all anti-rabies Vaccinations administered and  
27 Licenses sold during the preceding month by the 15th day of the following month  
28 by either hard copy or in an electronic format approved by the City.

29 (2) Approved Veterinarians shall receive a credit of fifty cents for each  
30 Vaccination certificate submitted as a hard copy and one dollar for each  
31 submitted electronically. The credits will only be granted if the information is  
32 received by the 15<sup>th</sup> day of the month immediately following the month in which  
33 the Vaccination certificate was issued and if the information is complete and

1 accurate as determined by the Mayor. The credits will be doubled if the  
2 Veterinarian also issues a License and collects the License fee from the Owner  
3 at the time of Vaccination. The Veterinarian will be billed \$10 for each License  
4 issued as provided further herein.

5 (3) The Veterinarian will be billed monthly by the City for the difference  
6 between License fees collected by the Veterinarian and credits accrued for  
7 information supplied. The Veterinarian shall pay the full amount due within 30  
8 days of the date billed. Credits will be carried over. If the Veterinarian defaults,  
9 the City is entitled to pursue all available legal remedies.

10 (4) Veterinarians shall post and maintain a sign clearly visible to the public  
11 stating that dogs and cats must have anti-rabies Vaccinations as mandated by  
12 the State of New Mexico and the City of Albuquerque. AACC will provide one  
13 sign free to each Veterinarian.

14 PART 6: ADMINISTRATIVE HEARINGS AND PENALTIES

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

32 (B) Violations and Inspections. If the Mayor discovers a violation of this  
33 ordinance by a Permit holder or any citizen complains about the activities allowed

1 under a Permit and the Mayor finds that such complaint is valid, the Mayor shall  
2 give notice of the violations by means of an inspection report or other written  
3 notice. The notification shall (1) set forth each specific violation, (2) establish a  
4 specific and reasonable period of time for the correction of the violation, (3) state  
5 that failure to comply with a notice issued in accordance with the provisions of  
6 this ordinance may result in immediate suspension or revocation of the Permit  
7 and (4) state that an opportunity for appeal from a notice or inspection findings  
8 will be provided if a written request for a hearing is filed with the Mayor within five  
9 days of receipt of the notice.

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

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

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

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

32 (G) Revocation of Exotic or Wild Animal Permit. If an Exotic or Wild Animal  
33 Permit is suspended or revoked, all Animals received, purchased, owned or kept

1 under the authority of the Permit shall be surrendered to the Mayor for  
2 Impoundment as provided in the Impoundment section of this article. After a  
3 period of at least seven days, if the violations of the ordinance which resulted in  
4 suspension or revocation of the Permit have not been corrected, the Mayor may  
5 sell or dispose of the Animal(s) in a Humane Manner.

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

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

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

23 (K) Burdens and Procedure. At the hearing, the applicant or holder shall  
24 bear the burden of proof. The hearing shall be conducted informally, but all  
25 Persons present shall be orderly. Failure to comply with the directions of the  
26 Hearing Officer to obtain order may result in exclusion from the proceedings, or  
27 other appropriate action. The rules of evidence are relaxed. Oral or  
28 documentary evidence pertinent to the facts and issues raised by the appeal may  
29 be received without regard to admissibility under the rules of evidence applicable  
30 to judicial proceedings.

31 (L) Recording. The hearing shall be recorded by audio method, but need not  
32 be transcribed unless a written transcript is requested, in which case the cost of  
33 transcription shall be borne by the party requesting transcription. If one party

1 prefers to have the hearing transcribed by a court reporter, that party shall pay all  
2 directly related costs, and the party requesting transcription shall pay the cost of  
3 transcription.

4 (M) Decision. The hearing officer shall prepare a written report of his  
5 findings and decision within ten days after the hearing and shall provide copies to  
6 the parties.

7 (N) Fee. A nonrefundable hearing fee of \$50 shall accompany the  
8 appeal to the Mayor filed pursuant to this section.

9 (O) Reclaim Fees. Reclaim Fees shall consist of the Impound Fee, the  
10 Boarding Fees and the Medical Reimbursement Fee. The Reclaim fees may be  
11 waived, once per Animal, for a Low Income Person.

12 (1) Impound Fee. The Impound fee for a first time Impound in an Animal's  
13 life is \$25. The first time Impound fee in an Animal's life shall be waived for any  
14 Animal with a valid Companion Animal License. There are no waivers for  
15 subsequent Impounds of that Animal. The Impound fee for a second Impound in  
16 an Animal's life is \$50. The Impound fee for a third Impound in an Animal's life is  
17 \$100. The Impound fee for a fourth Impound in an animal's life and each  
18 Impound thereafter is \$150. If an Animal is Impounded five or more times in any  
19 two year period the Owner shall be cited for Cruelty and the Animal shall be  
20 confiscated. In the event the Ownership of the Companion Animal changes as  
21 evinced by a change in licensure, prior Impounds shall not be counted against  
22 the new Owner or Adopter.

23 (2) Boarding Fee. The boarding fee shall be six dollars for every night  
24 the Animal spends the night at AACC.

25 (3) Medical Reimbursement Fees. The medical reimbursement fee shall  
26 be the actual cost of any outside veterinary costs.

27 (P) Adoption Fee. The Adoption fee for any Companion Animal shall be  
28 \$82. The Adoption Fee for Rescue Groups or Rescue Individuals is waived;  
29 however the Rescue Groups or Rescue Individuals shall reimburse AACC the  
30 actual cost for Alteration and Microchipping of the Companion Animal. There is  
31 no waiver for Low Income Persons of the Adoption Fee. The Mayor may, on  
32 occasion, allow individuals to Adopt two dogs over the age of six months, or two  
33 cats or two kittens for the price of one Adoption provided that both animals are

1 adopted at the same time and are intended to live in the same Household. This  
2 is not to be construed as a half price sale.

3 (F) Administrative Hearing Fee. The Administrative Hearing fee is \$50.

4 (11) Theatrical Exhibit. The annual Theatrical Exhibit Fee is \$150 per event.

5 (12) Moving Exotic Animals. The Permit fee for moving Exotic Animals is  
6 a minimum of \$500. The Mayor may increase the fee if the move will require  
7 excess police or other public services.

8 The License fee shall be waived for a Low Income Person, a Person 65  
9 years or older, and for Service Animals. The License fee shall be paid at  
10 locations designated by the Mayor. The locations may include AACC, private  
11 Veterinarians authorized to issue Licenses by the Mayor, or private companies  
12 contracted by the Mayor for the purpose of issuing Licenses.

13 PART 7 SAFE-HAVEN. To increase every Animals chance of being adopted  
14 this ordinance hereby creates SAFE-HAVEN. Safe -Haven guarantees every  
15 Animal at AACC at least ten days, including two weekends without the possibility  
16 of being Euthanized.

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

24 SECTION 4 . COMPILATION. this ordinance shall be incorporated in and  
25 made part of the Revised Ordinances of Albuquerque, New Mexico, 1994.

26 SECTION 5 . EFFECTIVE DATE. This ordinance shall take effect five days  
27 after publication by title and general summary. After the effective date,  
28 Companion Animal Owners are hereby given a six month grace period within  
29 which to Alter and Microchip Companion Animals

30

31