

# CITY of ALBUQUERQUE

## SIXTEENTH COUNCIL

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

SPONSORED BY: Sally Mayer

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

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

14 SECTION 1. REPEALER. Chapter 9, Article 2, Parts 1, 2, 3, 4 and 5  
15 ROA 1994 are repealed upon the effective date of this ordinance.

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

18 "PART 1: GENERAL PROVISIONS.

19 § 9-2-1-1. SHORT TITLE.

20 This ordinance may be cited as the "Humane and Ethical Animal Rules  
21 and Treatment (HEART) Ordinance".

22 § 9-2-1-2. FINDINGS.

23 (A) The Council finds that the City shall endeavor to protect animals in the  
24 City. Nothing herein shall be interpreted as expanding the scope of the City's  
25 liability under the New Mexico Tort Claims Act.

[-Bracketed/Strikethrough-Material-] - Deletion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 § 9-2-1-3 LEGISLATIVE PURPOSE AND INTENT.

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

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

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

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

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

7 § 9-2-1-4 DEFINITIONS.

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

10 AACC. Albuquerque Animal Care Center.

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

13 AACC WEBSITE. An Internet site maintained by AACC.

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

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

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

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

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

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

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

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

10 ALTER. To render an Animal incapable of reproduction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 CRUELTY. A Person intentionally killing an Animal without Lawful  
20 Justification or mistreating, injuring, maiming, disfiguring, tormenting, torturing,  
21 beating, mutilating, burning, scalding, poisoning, attempting to poison or  
22 otherwise unnecessarily causing an Animal to suffer physical or emotional harm.  
23 Any of the following is a separate act of Cruelty: failing to provide necessary  
24 sustenance to an Animal under that Person's Custody or control, failing to  
25 provide Adequate Shelter, failing to provide Potable Water, failing to provide  
26 palatable, nutritious food of adequate quantity, taunting an Animal, dyeing, or  
27 artificially coloring an Animal under the age of 12 weeks, transporting an Animal  
28 in an open vehicle without proper restraints, leaving an Animal in a vehicle when  
29 the temperature is such that it could cause pain or suffering to the Animal.  
30 Abandonment or Neglect of an Animal is Cruelty. Inaction of the Owner toward  
31 an Animal in need of Basic or Emergency Medical Care is Cruelty. Surgery by a  
32 Veterinarian is not Cruelty but ear cropping, de-barking, tail docking or Alteration  
33 by an individual who is not a Veterinarian is Cruelty. Euthanasia by a

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

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

7 DEA. Drug Enforcement Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 A. Class Mammalia

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

22 (2) Order Carnivora

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

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

27 (c) Family Ursidae (all bears)

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

30 (e) Family Procyonidae (raccoons, coatis)

31 (f) Family Hyaenidae (hyenas)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 HOUSEHOLD. A human social or family unit comprised of Persons living,  
2 residing and domiciled in the same residence.

3 HSUS. The Humane Society of the United States or its successor entities.

4 HYBRID. An Animal created by breeding Animals of different species.  
5 Dogs, wolves and coyotes are different species for purposes of this definition.

6 IDENTIFIED. A Companion Animal that has an affixed License Tag,  
7 Microchip, Tattoo or other indication of the Owner sufficient for AACC or any  
8 other Person to contact the Owner or is known to an ASO or other AACC  
9 employee.

10 ILLNESS. A malady, injury, impairment, or physical/mental condition that  
11 requires veterinary care.

12 IMPOUND. Receipt of an Animal by AACC for processing as provided in this  
13 ordinance.

14 INDEPENDENT OBSERVER. A Person who evaluates a dog for Aggressive  
15 behavior without knowing about the conclusions or observations of another  
16 Person who has also evaluated the dog. Independent Observer shall also mean  
17 a Person who evaluates a dog with no predisposition or prejudice concerning the  
18 dog and who is free from influence by any third Person desiring any certain  
19 outcome of the assessment.

20 INJURED. The condition of an Animal's being harmed, disabled or impaired  
21 in a physical sense which is determined by the reasonable objective observation  
22 of wounds, injured limbs, broken bones, or disfiguring lacerations.

23 INTACT. A dog or a cat over six months old that has not been Altered.

24 INTACT COMPANION ANIMAL PERMIT OR ICAP. The annual Permit  
25 issued to the Owner of a Companion Animal that has not been Altered.

26 INTACT COMPANION ANIMAL SITE. Any residence, building or other  
27 structure in a Residential Zone that is used in whole or in part to house or keep  
28 an Intact Animal.

29 INTAKE AREA. The area set aside at each AACC facility where Animals are  
30 dropped off by the public, Surrendered by the Owner, or brought in by Animal  
31 Service Officers or other public safety personnel.

32 INTAKE DAY. The first day of arrival of an Animal at AACC during which  
33 time the Animal goes through the Intake Process.

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

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

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

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

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

19 LICENSE. An Albuquerque Companion Animal License.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 POSSESSION. Custody of an Animal.

12 POTABLE WATER. Water that is safe for drinking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14          SENIORS. Persons 65 years of age or older.

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

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

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

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

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

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

4 STRAY. An Animal that is At Large.

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

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

9 TIME. Days spent at AACC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 § 9-2-1-5 ADMINISTRATION.

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

13 § 9-2-1-6 PERJURY.

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

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

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

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

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

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

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

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

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

3 § 9-2-2-1 REQUIRED CARE AND MAINTENANCE FOR MAMMALS AND  
4 BIRDS KEPT ON RESIDENTIAL PROPERTY.

5 (A) Food and Water.

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

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

14 (B) Medical Treatment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 (C) Indoor - Secure Facility.

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

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

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

27 (D) Outdoor - Secure Fence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13                  (A) Food and Water.

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

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

27                  (B) Medical Treatment.

28                   (1) Boarding Kennels.

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

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

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

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

7 (2) Animal Shelters including AACC.

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

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

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

16 (3) Pet Stores.

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

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

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

26 (4) Guard Dog Sites.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 (B) Indoor - Secure Facility.

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

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

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

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

21 (2) Minimum floor space requirements for dogs.

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

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

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

28 (3) Minimum requirements for birds.

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

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

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

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

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

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

28                   (C) Outdoor - Secure Fence.

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

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

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

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

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

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

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

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

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

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

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

8 When transporting Animals they must be kept safe.

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

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

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

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

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

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

9 PART 3: REQUIRED LICENSE AND PERMITS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 (E) Permits are not transferable or refundable.

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

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

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

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

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

32 (C) Inspections.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 § 9-2-3-4 PERMIT RENEWALS.

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

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

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

7 § 9-2-3-5 PERMIT APPLICATIONS.

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

10 (B) Application Process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (F) Medical Waiver Certificate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 § 9-2-3-8 MULTIPLE COMPANION ANIMAL SITE PERMIT OR MCASP.

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

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

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

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

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

4 § 9-2-3-9 PERMISSIBLE EXOTIC OR WILD ANIMAL COLLECTION  
5 PERMIT OR EWACP.

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

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

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

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

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

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

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

1 § 9-2-3-10 GUARD DOG SITE PERMIT OR GDSP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 § 9-2-3-13 TROLLEY PERMIT.

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

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

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

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

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

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

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

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

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

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

6 § 9-2-3-14 ANIMAL-DRAWN VEHICLE PERMIT OR ADVP.

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

9 (A) Any person applying for an ADVP must have a valid Tax ID Number  
10 and 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  
13 to 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  
19 the 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  
22 girth, harnesses or bridles;

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  
27 Veterinary care shall not be moved, ridden or driven except for the purpose of  
28 pasturing or obtaining medical care.

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

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

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

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

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

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

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

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

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

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

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

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

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

28 § 9-2-3-15 HOBBY BREEDER PERMITS.

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

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

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

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

11 (C) Permit Fees.

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

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

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

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

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

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

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

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

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

21 PART 4: PROHIBITED ACTIVITIES.

22 §9-2-4-1 CRUELTY TO ANIMALS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (1) There is no justification for poisoning Animals in the city.
- 2 (2) A Person may use poison to kill mice and rats, but only within a  
3 Person's own enclosed structures.
- 4 (3) Except when applied by a licensed exterminator, no poison  
5 may be used outside, even on a Person's own property, or in any way in which a  
6 poisoned animal, including mice and rats, can consequently poison other  
7 Animals.
- 8 (C) Abusing an Animal which includes, but is not limited to, maiming,  
9 disfiguring, torturing, beating, having sexual contact with, hurting, burning,  
10 scalding or cruelly setting upon any Animal.
- 11 (D) Using a prod, stick, electrical shock, chemical, physical force,  
12 starvation, pain or discomfort on an Animal in order to make it perform for  
13 entertainment purposes.
- 14 (E) Generally accepted methods of animal training that do not cause  
15 undue physical and emotional suffering, including the training of Livestock,  
16 Companion Animals, Guard Dogs, hunting dogs, police dogs and Service  
17 Animals shall not constitute Cruelty.
- 18 (F) Using a whip or riding crop in a manner that causes injury to the  
19 Animal.
- 20 (G) Chaining an Animal to a stationary post, pole, or other immovable  
21 object by means of any instrumentality or other extension device including, but  
22 not limited to, a chain, tether, coil or rope and leaving such Animal unattended for  
23 more than one hour in a 24 hour period.
- 24 (H) Any Owner who Reclaims an Injured Animal from AACC for the  
25 purpose of obtaining treatment by a private Veterinarian and who subsequently  
26 fails to provide written proof of treatment to AACC within five days.
- 27 (I) Abandonment of an Animal. Any Person who relinquishes possession  
28 or control of an Animal in a location where any reasonable Person would know  
29 the Animal has little chance of finding food, Potable Water, and shelter is guilty of  
30 Cruelty. Abandonment also includes dumping or releasing an Animal anywhere  
31 or leaving an Animal behind when a Person moves.

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

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

6           (L) Overworking an Animal.

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

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

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

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

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

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

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

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

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

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

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

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

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

12 (C) Exceeding Animal Possession Limits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 (H) Prohibited Exotic or Wild Animals.

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

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

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

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

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

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

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

26 (d) Licensed Veterinary hospitals or clinics;

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

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

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

31 (h) Any lawfully operated rodeo.

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

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

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

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

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

11 § 9-2-4-5 ANIMAL RACING.

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

16 § 9-2-4-6 IMPROPER DISPOSAL OF ANIMALS.

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

23 § 9-2-4-7 ANIMAL NOISE.

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

29 §9-2-4-8 ANIMAL FIGHTS.

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

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

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

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

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

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

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

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

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

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

25 PART 5: LOST AND FOUND ANIMALS.

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

27 (A) Lost Companion Animal.

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

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

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

3 (B) Found Companion Animal.

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

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

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

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

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

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

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

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

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

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

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

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

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

14 PART 6: RABIES.

15 § 9-2-6-1 RABIES.

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

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

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

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

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

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

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

18 (E) Veterinarians.

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

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

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

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

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

10 PART 7: ADMINISTRATIVE HEARINGS AND PENALTIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 PART 8: SAFE-HAVEN.

33 § 9-2-8-1 CREATION OF SAFE-HAVEN.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

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

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

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

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