

Chapter 1

ANIMALS CONTROL

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5-1-1: LEGAL AUTHORITY:

Idaho Code sections 50-302, 50-304, 50-319 and 25-2812 authorize the City to enact ordinances, resolutions, rules, and regulations to promote and maintain the public's health, welfare and safety in general, and specifically permits the City to regulate animals at large and dangerous dogs within its jurisdiction.

5-1-2: PURPOSE:

The purpose of City's Animal Code is to promote and ensure the safety and wellbeing of both humans and domesticated animals living within the City's jurisdiction.

5-1-3: SCOPE:

This chapter establishes requirements, procedures, and regulations for the keeping and caring of domestic animals, including, but not limited to, licensing, vaccinations, and impoundment of such animals.

5-1-4: DEFINITIONS:

As used in this chapter, each of the terms defined shall have the meanings given in this section, unless a different meaning is clearly required by the context. The word "shall" is mandatory, not directory. For the purposes of this chapter, the following terms, phrases, words and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and not merely directory. Words used throughout this chapter shall have their plain, ordinary and common meaning. Words in any gender shall apply to the feminine, masculine and neuter genders.

ABUSE (AS TOWARDS AN ANIMAL): Any case in which an animal has been the victim of intentional or negligent act, course of conduct, or omission resulting in an animal dying, suffering, or being injured, including but not limited to the animal's bruising, bleeding, malnutrition, dehydration, burns, fractures or breaks of any bones, subdural hematoma, or soft tissue swelling of the animal or death.

ANIMAL: Any organism other than human beings needing food to maintain and sustain its life, which generally has mobility and a developed central nervous system.

ANIMAL CARE AND CONTROL CONTRACTOR AGENCY: The An organization with which the City may contracting with the City and thereby conferred authority to exercise the powers and duties set forth in this chapter, Title 7, Chapter 7, Article A of this Code, and Idaho Code provisions related to animal care and control to provide animal control enforcement services and/or humane shelter services within the City's jurisdiction.

ANIMAL CARE ORGANIZATION: An entity that provides animal control or animal shelter services not on the City's behalf and typically outside of the City's jurisdiction, whose mission and practice is in whole or significant part, the rescue and placement of animals in permanent homes or non-profit rescues.

ANIMAL SHELTER (or "HUMANE SHELTER"): A facility maintained either by the City or by a third-party under contract with the City to provide animal impoundment and humane care to animals within the City's jurisdiction.

AUTHORIZED OFFICER: A Code Compliance Officer, a Humane Officer, or a Boise City Police Officer.

ANIMAL HOARDING: To own, keep, or otherwise possess a large number of animals for which the owner is unable to provide the minimal standards of nutrition, sanitation, and veterinary care; or to perpetuate or fail to ameliorate conditions that endanger animal and human health and wellbeing due to overcrowding, lack of sanitation, lack of proper diet, untreated disease, or other deleterious conditions.

~~ANIMAL CONTROL OFFICER: The City may authorize the animal control contractor to employ or appoint animal control officers. Animal control officers shall not be deemed to be City employees. An animal control officer shall be and is hereby authorized to seize, keep and remove any animal in violation of and in enforcing the provisions of this chapter, subject to and under the supervision and direction of the animal control contractor of Boise City.~~

AT LARGE: Off the premises of the owner, and not under the control of the owner or a member of his immediate family, either by leash, cord, chain or otherwise provided for in this chapter.

BOARDING KENNEL, COMMERCIAL: Any lot or premises or portion thereof, on which five (5) or more dogs, cats and other household domestic animals are maintained, harbored, possessed, boarded, bred or cared for in return for compensation, or are offered for sale.

BOARDING KENNEL, NONCOMMERCIAL: Any lot or premises or portion thereof on which more than four (4) dogs, or five (5) cats, or a combination of four (4) such animals, are maintained, harbored, possessed, bred or cared for, without compensation and are not for sale. A noncommercial kennel license for such activity is required from the City Clerk.

BREEDER: A person that maintains a dog or cat for the purpose of breeding and selling the offspring for money or other consideration.

BUILDING: Any structure with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by space, or any walls in which there are no communicating doors, windows or openings, which is designed or intended for the shelter, enclosure or protection of persons, animals, chattels or property of any kind.

CAT: means a member of the species of domestic cat, Felis catus.

CHIEF OF POLICE: The Chief of the Boise Police Department, or his or her designee.

CITY: The city of Boise City, Idaho.

CITY CLERK: The City Clerk of the City and designee.

CODE COMPLIANCE OFFICER: A City employee, that is not a law enforcement officer, who is authorized and empowered to enforce City Code, including but not limited to the provisions of this chapter, Title 7, Chapter 7, Article A of this Code, and Idaho Code provision related animal care and control. This term is interchangeable with "code enforcement officer."

DISPLAY (AN ANIMAL): An exhibition, public showing, exposition, fair, animal act, circus, ride, trade show, petting zoo, carnival, parade, race, traveling animal shows, or other undertaking in which live prohibited animals, as set forth in this chapter, are used to perform tricks, give rides, or participate as accompaniments for entertainment, amusement, or benefit of a live audience.

DOG (or "CANINE"): A domesticated canine of either sex regardless ~~Both male and female,~~ whether neutered or spayed.

DOMESTIC ANIMAL: A dog, cat, or other animal that is tame and kept as a household pet but does not include livestock, other farm animals, wildlife, or prohibited animals.

ENCLOSURE: A fence or structure of at least six feet (6') in height, forming or causing containment suitable to prevent the entry of young children, and suitable to confine an animal in conjunction with other measures which may be taken by the owner, such as tethering of the animal. Such enclosure

shall be securely enclosed and locked and designed with secure sides, and if needed, a secure enclosure top and bottom, top and bottom and shall be designed to prevent the animal from escaping from the enclosure.

HUMANE CARE: The humane provision of animal impoundment, medical treatment, care, and disposal services for animals seized, kept, or removed in conformity with and required by the provisions of this chapter, Title 7, Chapter 7, Article A of this Code, and Idaho Code provisions related to the welfare and control of animals within the City's jurisdiction.

HUMANE OFFICER: An employee of the City's contracted animal care and control agency or animal shelter who is thereby authorized to act as the City's agent to exercise the powers and duties set forth in this chapter, Title 7, Chapter 7, Article A of this Code, and Idaho Code provisions related to animal welfare and control within the City's jurisdiction subject to and under the supervision and direction of the animal care and control agency. Animal Humane Officers are not and shall not be deemed to be City employees.

HUMANE SHELTER: Established for the impounding and care of animals seized, kept or removed in conformity with the provisions of this chapter, which humane shelter shall be under the jurisdiction of the City. The Idaho Humane Society, Incorporated, is hereby designated, subject to its acceptance in writing filed with the Clerk, as the agent of the City for the purpose of maintaining and operating the humane shelter and for the purpose of impounding, keeping and disposing of any animal impounded according to the provisions of this chapter; provided, that neither the society nor any employee employed at the humane shelter shall be deemed to be City employees.

IMPOUNDED (IMPOUND, IMPOUNDMENT): Taken into the custody of the humane animal shelter.

INDIVIDUAL WITH A DISABILITY: A person who has a disability as defined by the federal Americans with disabilities act, 42 U.S.C. 12101 et seq., and its implementing regulations effective as of January 1, 2019.

JUSTIFIED PROVOCATION: To perform any act or omission that a reasonable person with a common knowledge of dog behavior would conclude is likely to precipitate a bite or physical attack by an ordinary dog.

LIVESTOCK ANIMALS: Useful animals ordinarily raised or used on a farm or ranch, including but not limited to, cattle, equine, sheep, goats, swine, llamas, and alpacas.

MISUSE: The intentional causing of an animal to perform a noncustomary task which could be dangerous or harmful to the animal.

MOBILE HOUSING FACILITY: A vehicle such as a truck, trailer, or railway car used to transport and house animals while traveling for display or other performance.

NON-PROFIT RESCUE: Any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes. This term does not include an entity that is a breeder or broker or one that obtains animals from a breeder or broker for profit or compensation.

OFFER FOR SALE: To sell for money, to barter, to auction, to give away, or otherwise to facilitate a transfer of ownership of an animal.

OWNER: Any person or persons keeping, harboring, possessing, caring for or having any custodial duties over any animal.

PERSON: All natural persons, firms, companies, corporations or associations.

PHYSICAL ATTACK: An act of aggression upon a person by a dog in which there is physical contact between the dog and the person.

POULTRY: Any and all domesticated fowl, including chickens, ducks, geese turkeys, and other similar domesticated birds.

PRODUCTION ANIMAL: Animals such as cattle, sheep, goats, swine, poultry, ratites, equines, domestic Cervidae, Camelidae, and guard and stock dogs, if such animal is used for the purpose of or in furtherance of producing food or fiber or other commercial activity, or is to be sold for the use by another for such purpose; or alternatively, a furbearing animal kept for the purpose of commercial fur production.

SENIOR CITIZENS: Any head of household who has attained the age of sixty-five (65) or older.

SERIOUS INJURY: A wound to a person characterized by bruising, laceration, or other physical damage that would cause a reasonably prudent person to seek treatment from a medical professional without regard to whether the person actually sought medical treatment.

SERVICE ANIMAL: Any animal defined as a "service dog" by Department of Justice Regulations at 28 C.F.R. § 35.104 or any successor or amended regulation.

SERVICE DOG: A dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service dogs for purposes of this chapter. The work or tasks performed by the service dog must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this chapter.

SERVICE DOG IN TRAINING: A dog being specifically trained to develop social, environmental, and other skills needed for work with or to perform tasks for an individual with a disability. Dogs-in-training shall wear a jacket, collar, scarf, or other similar article identifying it as a dog-in-training.

SIGN: Any structure which shall be used to attract attention to any object, place, activity, person, animal or business, which shall display or include any letter, word, insignia, device or representation used as, or which is in the nature of an announcement, direction or advertisement. For the purposes of subsection 5-1-7B3 of this chapter, the sign shall be constructed of wood, metal or other similar weatherproof material, at least twenty four inches by twenty four inches (24" x 24") in size, with letters in indelible or fluorescent ink with the words in clear, capital letters as follows: "VICIOUS ANIMAL ON PREMISES", "VICIOUS DOG ON PROPERTY", or words of similar meaning; and shall be posted at all visible entryways onto the owner's property.

VICIOUS ANIMAL: A. Includes:

1. Any animal which, when unprovoked in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon the streets, sidewalks, any public grounds or places, or private property not owned or possessed by the owner of the animal; or
2. Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
3. Any animal which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation; or
4. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.

B. Exceptions:

1. Notwithstanding this definition of a vicious animal, no animal may be declared vicious if an injury or damage is sustained by a person who, at the time such injury or damage was sustained, was committing a wilful trespass or other tort upon the premises occupied by the owner of the animal, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.
2. No animals may be declared vicious if the injury or damage was sustained as a result of teasing, tormenting, abusing or assaulting the animal. No animal may be declared vicious if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault. (1952 Code § 6-07-01; amd. Ord. 24-16, 8-9-2016; 2019 Code)

5-1-25: ADMINISTRATIVE PROVISIONS FOR ANIMAL CARE AND CONTROL AGENCIES; HUMANE ANIMAL SHELTER:

A. Animal Care and Control Agencies: The City may contract with one or more third-party animal care and control agencies to provide animal control services on the City's behalf. Any third-party contracted animal care and control agency providing animal control services on the City's behalf is a separate and independent entity from the City, and its employees are not and shall not be deemed to be City employees.

A. Fees And Compensation for Services: The humane shelter shall be entitled to and shall receive the following fees and compensation for the services herein provided for:

- 1. All monies received for keeping and adopting any animal, including dogs.
- 2. All monies received by way of reimbursement for actual veterinary and hospital expenses. (1952 Code §6-07-30)

B. Animal Shelter: The City may contract with one or more third-party animal shelters to provide humane care on the City's behalf. Any third-party contracted animal shelter providing impoundment and humane care services on the City's behalf is a separate and independent entity from the City, and its employees are not and shall not be deemed to be City employees.

B. Collection Of Fees; Payment To City: The humane shelter may collect the license fees prescribed by this chapter for animals within the City limits. All monies received by the humane shelter, or any

~~amount thereof, belonging or to be paid to the City shall, within seven (7) days after receipt of the same, be paid to the City Clerk. (1952 Code §6-07-31)~~

C. City Internal Services: Nothing in this Chapter precludes the City from internally providing some or all animal care and control services or animal shelter services. The City may also contract with one entity to provide both animal control and animal shelter services.

~~C. Employment Of Persons: The humane shelter shall employ, and pay at its own expense, suitable and necessary persons to perform the duties herein prescribed. (1952 Code §6-07-32)~~

D. Enforcement and Limitations: If the City contracts with an animal care and control agency or animal shelter, it authorizes such agency or shelter to employ and appoint Humane Officers to act on the City's behalf. All Code Compliance Officers and contracted Humane Officers are authorized to seize, remove, and keep in an animal shelter any animal in violation of the provisions of this Chapter, Title 7, Chapter 7, Article A of this Code, or the Idaho Code provisions related to animal care and control. Any Code Compliance Officer or Humane Officer, enforcing the provisions of this chapter, Title 7, Chapter 7, Article A of this Code, or the Idaho Code provisions related to animal care and control, shall comply with the same constitutional and statutory restrictions concerning the execution of police powers imposed on law enforcement officers who may enforce this chapter or other criminal laws of the state of Idaho.

~~D. Revocation Of Rights By City: All privileges conferred upon the humane shelter, under the provisions of this chapter, are subject to cancellation and revocation by the City Council at any time upon its own motion and without cause shown, which revocation and cancellation shall be declared by the passage of an ordinance repealing this chapter; and all rights and privileges conferred hereunder shall cease and terminate sixty (60) days after the passage of such repealing ordinance. (1952 Code §6-07-34)~~

5-1-3: AMENDMENTS REQUIRE PUBLIC MEETING:

~~Prior to the submission of any proposed changes to this chapter by the humane shelter, the shelter shall be required to hold a meeting which provides the public an opportunity to review the proposed ordinance changes. All City residents shall be allowed to attend the meeting. Failure to hold a public meeting shall make any proposed changes to this chapter by the humane shelter voidable.~~

~~A. Notice: The humane shelter shall give notice of this meeting to City residents by publication once in the Idaho Statesman newspaper not less than seven (7) calendar days prior to the meeting. The advertisement shall state that the humane shelter will hold a meeting on a certain day, time and place fixed for the purpose of hearing public comments regarding any proposed changes to this chapter by the humane shelter, and to explain the reasons for such action.~~

~~B. Location And Time: The location of the meeting shall be within the City limits. The meeting shall be held Monday through Thursday, excluding legal holidays, and start between six o'clock (6:00) P.M. and eight o'clock (8:00) P.M. The meeting shall be held not more than six (6) months nor less than five (5) calendar days prior to submittal of the proposed changes to the City Council. (1952 Code § 6-07-05)~~

5-1-46: DOG LICENSING; AND REGULATIONS:

A. License Requires; Application; Fees:

~~1. License Required; Exception: It shall be unlawful for any No person shall to own, harbor, keep, or possess a dog over the age of sixteen (16) weeks within the City without first procuring a dog license therefor as provided by this chapter.~~

~~2. Exception: provided, however, that the provisions of this chapter shall not apply to any person Persons visiting in the City with a dog that they own or are in possession of for a period not exceeding thirty (30) days, and owning or possessing a dog currently licensed, and bearing the license issued by another municipality or licensing authority shall not be required to obtain a City dog license, if the visit does not exceed thirty (30) consecutive days.~~

~~3. Proof Of Spay Or Neuter: No dog will be licensed as spayed or neutered without proof that such surgery was performed.~~

~~2B. License Application: The owner or person having charge of any dog over the age of sixteen (16) weeks residing within the City shall apply for a dog license from the City Clerk, make application to the City Clerk, an Animal Care and Control Agency, or a the Humane Animal Shelter Director or other designated agent, in the amount established by the City Council and listed on the most current City Clerk license fee schedule.~~

~~C. Training And Exercise Grounds: The Board of Park Commissioners or the Council may designate such areas of the public park or other public grounds of the City which may be used, subject to the rules and regulations as may be prescribed, for the training or exercise of dogs. Dogs within such area so designated need are not required to be controlled by leash, but shall be under the control of a responsible person and controlled by whistle, voice or other effective command.~~

~~C. General Standards: The general standards and requirements for dog license applications pursuant to this chapter are as follow:~~

- ~~1. All dog license applications and renewals shall be made in the form and manner prescribed by the City Clerk.~~
- ~~2. Proof of spay or neuter shall be submitted with the application for each for every dog a license is sought, unless the dog is being licensed as an unneutered animal.~~
- ~~3. If a dog being licensed is an unneutered animal then an additional licensing fee may be required.~~
- ~~4. Every application for a dog license shall be accompanied by a nonrefundable license fee in an amount established by the City Council and listed on the City's most current Fines and Fees Schedule.~~
- ~~5. Every application containing untrue or misleading information may be denied without refund of the application fees or consideration.~~

~~D. Collar; Tag: Every dog shall at all times wear a substantial, durable collar, to which shall be securely attached the required license tag.~~

~~D. Payment and Term of Dog Licenses: Dog licenses are not transferrable. Dog owners may choose to prepay licenses for one, two (2) or three (3) years. All dog licenses are valid for twelve (12), twenty-four (24), or thirty-six (36) months from date of sale and shall expire automatically at the end of that period.~~

~~E. Running At Large Prohibited: Except as provided by subsection C of this section, any person who owns, harbors, or has in his or her control an animal, whether the animal is licensed or not, which animal is found at large upon the streets or alleys of the City, or in any public place in the City, or upon any other premises without the consent of the person in possession of such premises, is responsible for such animal being at large and is in violation of this chapter, except:~~

- ~~1. When such animal is controlled by a leash.~~
- ~~2. When such animal is confined in a motor vehicle.~~

~~4E. Waiver Of Fees: License fees shall be waived for any service dog residing at its owner's property within the City guide dog that has been properly trained for use by a legally blind person and for any guide dog puppy in training authorized by a certified guide dog school. License fees shall also be waived for any hearing ear dog that has been properly trained for use by a person with impaired hearing or any other severely disable person who requires an assistance dog. In order to receive such waiver, application shall be made by any owner directly to the City Clerk.~~

~~5. Prepayment Of Licenses: Dog owners may choose to prepay licenses for one, two (2) or three (3) years. (1952 Code § 6-07-17)~~

~~F. Responsibility To Clean Up After Dog; Exception:~~

~~1. No person having the care, custody, possession or control of a dog shall fail to remove the dog's fecal matter deposited by his/her dog on any street, sidewalk, pedestrian walkway or other pedestrian right of way, or bicycle path in the City before the owner/handler of the dog leaves the immediate area where the fecal matter was deposited feces. The dog's feces must be disposed of in a sanitary manner.~~

~~2. A violation of this subsection F shall be an infraction, the penalty for which shall be twenty five dollars (\$25.00), excluding court costs and fees.~~

~~An infraction is a civil public offense, not constitution a crime, which is punishable only by a penalty not exceeding one hundred dollars (\$100.00) and for which no period of incarceration may be imposed. There is no right to trial by jury of a citation or complaint for an infraction and such trials shall be held before the court without a jury.~~

~~3. The requirements of this subsection F shall not apply to:~~

~~a. Police officers and their service dogs during the official performance of their duties and while actively engaged in an emergency situation;~~

~~b. Handlers of search and rescue animals during the official performance of their duties; or~~

~~c. Persons with disabilities utilizing assistance animals. (1952 Code §6-07-17)~~

~~6F. Issuance Of License; Tag; Duplicate Tag: Upon receipt of such application and payment of fees, the person issuing the license shall issue a receipt designating the owner's name and the number of the license, the sex (or status of spayed or neutered) of the dog and the amount paid by him, together with a metal tag bearing the number corresponding to that upon receipt. If a license is lost, the Clerk or Director of the humane animal shelter or other designated agent shall, upon application and payment of a fee in such amount as established by the City Council, issue a duplicate tag. Licenses~~

for the following year may be purchased within ninety (90) days prior to the expiration date. Upon renewal, a new tag shall not be issued unless requested. If a dog is licensed as nonspayed or nonneutered, and is spayed or neutered within the licensed period, the Clerk shall, upon presentation of a veterinarian's statement of spaying or neutering, refund the difference in the license fee. (~~1952 Code § 6-07-17; amd. 2019 Code~~)

~~7. Term: All dog licenses are valid for twelve (12) months and shall expire one year from date of sale.~~

~~B.G. Imitation License Tags: It shall be unlawful for any No person shall to allow any dog owned, kept, or harbored by him or her to wear an expired license tag, a tag issued for a different dog, or any other counterfeit tag received on account of a former licensee or to wear any imitation of the license tag issued by the City for that year. Expired, counterfeit, or otherwise illegal dog license tags may be confiscated upon discovery by an authorized officer.~~

~~H. Removal of tag from collar: No unauthorized person shall remove from any dog its collar, harness, or other device to which a license tag is attached, or to remove such tag therefrom, unless permitted under this Article.~~

5-1-7: DOG REGULATIONS:

A. Bearing Collar and Tag: Every dog shall at all times wear a substantial, durable collar, to which shall be securely attached the required license tag.

B. Leash Requirements: All dogs must be restrained by a leash in public except as provided in this chapter. Any person who has a dog restrained on a leash in a public place must be capable of controlling the dog, and the leash must be appropriately substantial for the size and strength of the dog.

C. Training And Exercise Grounds: The Board of Park Commissioners or the City Council may designate public park areas or other City public grounds for use as training and exercise grounds of dogs, subject to the rules and regulations as may be. Dogs within such designated areas are not required to be controlled by leash, if under the control of a responsible person by voice, whistle, or other effective command.

D. Dog Running At Large Prohibited: Any person who owns, harbors, or has in his or her control a dog which animal is found at large upon the City's streets, alleys, or public places, or upon any other private premises without the consent of the person in possession of such premises, is responsible for such animal being at large and is in violation of this section, except:

1. When such dog is assisting a security guard or law enforcement officer engaged in law enforcement duties.

2. When such dog is a service dog while performing tasks for its owner who is an individual with a disability.

3. When such dog is within City designated and posted areas for the off-leash exercise and training.

4. When such dog is assisting its owner or custodian in legal hunting, or the working, herding, or controlling of livestock in a place that such activity may legally occur.

Any dog found in violation of this section may be impounded. Any violation of this section is an infraction in an amount established by the City Council and listed on the City's most current Fines and Fees Schedule.

E. Responsibility To Clean Up After Dog:

1. Any person having the care, custody, possession, or control of a dog shall immediately remove the dog's feces deposited on any public property or private property not owned or possessed by the owner or custodian of the dog, before leaving the immediate vicinity of the deposited feces. The dog's feces must be disposed of in a sanitary manner.
2. Exceptions: The requirements of this subsection E shall not apply to:
 - a. Law enforcement officers and their service dogs during the official performance of their duties and while actively engaged in an emergency situation;
 - b. Handlers of search and rescue animals during the official performance of their duties and while actively engaged in an emergency situation; or
 - c. Individuals with disabilities utilizing service dogs as defined in this Chapter.
3. A violation of this subsection is an infraction punishable by a fine in an amount established by the City Council and listed on the City's most current Fines and Fees Schedule.

5-1-8: NON-CANINE ANIMALS AT LARGE:

- A. Non-Canine or Non-Feline Animals Not To Be Permitted At Large: It shall be unlawful for an owner of any non-canine or non-feline domesticated animal, including, but not limited to poultry, or livestock animal, to permit such animal to run at large upon the streets, alleys or other public places of the City, or upon private property without the consent of the owner or person in possession of such property, or to be at large to the annoyance or injury of others.
- B. Cats At Large: It shall be unlawful for any owner of a cat that is six (6) months of age or older and has not been spayed or neutered to permit such animal to run at large upon the streets, alleys or other public places of the City; or regardless of age or being spayed or neutered to permit such feline upon private property without the consent of the owner or person in possession of such property. The provisions of this section shall not apply to the Animal Shelter or authorized officer when acting under the feral cat prevention provisions set forth in this chapter or to any sterilized cat that is part of the feral cat prevention program managed by a colony caretaker.
- C. Dogs At Large: Notwithstanding the provisions of this section, dogs at large are governed by the provisions set forth in section 7 of this chapter.

5-1-59: NONCOMMERCIAL KENNELS LICENSING:

- A. License Required: It shall be unlawful to keep, maintain, harbor or possess upon the premises of any one household more than four (4) dogs, or five (5) cats, or any combination of four (4) such animals, unless the owner or person in charge first procures ~~shall have obtained~~ a noncommercial kennel license as provided by this chapter. The maximum number of dogs, cats or combination of both allowable under a noncommercial kennel license is ten (10) animals in total.

B. License Application-Fee Deposit: The owner or person in charge of the household premises shall apply for a noncommercial kennel license from shall be made to the City Clerk or humane shelter and must be accompanied by the written consent to such noncommercial kennel by at least seventy five percent (75%) of all the persons in possession of premises within a radius of one hundred feet (100') of the premises upon which such noncommercial kennel is to be maintained. The application shall be accompanied by the deposit of a license fee in such amount as established by the City Council, which deposit shall be returned to the applicant if the license is not issued. (1952 Code § 6-07-21; amd. 2019 Code)

C. General Standards: The general standards and requirements for noncommercial kennel license applications pursuant to this chapter are as follow:

1. All noncommercial kennel license applications and renewals shall be made in the form and manner prescribed by the City Clerk.
2. An application shall state the name and address of the owner, where the noncommercial kennel is to be located, and the number of dogs or cats.
3. An application shall be accompanied by the written consent to such noncommercial kennel of at least seventy-five percent (75%) of all the persons in possession of premises within a radius of one hundred feet (100') of the premises upon which the noncommercial kennel is to be maintained.
4. Proof of spay or neuter shall be submitted with the application for each for every animal a license is sought, unless the animal is licensed as an unneutered animal.
5. Proof of current City dog licenses for each dog over the age of sixteen (16) weeks that would be part of the applicant's noncommercial kennel shall be submitted with the application.
6. Every application shall be accompanied by a nonrefundable license fee in an amount established by the City Council and listed on the City's most current Fines and Fees Schedule.
7. Every application containing untrue or misleading information may be denied without refund of the application fees or consideration.
8. Every applicant and licensee has an ongoing affirmative duty to notify the City Clerk in writing whenever additions are made to the number of dogs or cats for which a noncommercial kennel license has been issued. Within three (3) days of such additions, the applicant or licensee shall report to the City Clerk's Office in person and pay the required license fee, provided, however, that puppies or kittens shall not be counted in computing the license fee until such animals are four (4) months old.
9. Every applicant and licensee has an ongoing affirmative duty to notify the City Clerk in writing of any change of address within thirty (30) calendar days of moving.

D. Obtaining Neighbors' Written Approval: Applicants have two methods by which they can seek the necessary seventy-five percent (75%) neighbor required for licensing. The license fee amount shall be based on the method the applicant selects.

1. Door-to-Door Method: The applicant shall request a map showing the one-hundred-foot (100') radius perimeter from the premises of the proposed noncommercial kennel location, and a

signature collection form. It is the applicant's responsibility to obtain the necessary written signatures of the homeowner's or renters within the required radius. All signing parties must be at least eighteen (18) years of age, and all collected information and signatures must be legible. Signatures that cannot be verified by the City Clerk may be rejected.

2. City Mailer Method: The applicant shall request that the City Clerk draft and send proposed noncommercial kennel mailers to applicant's neighbors within the required radius. The mailers shall include the address and a description of the proposed noncommercial kennel, and a request for response whether that household supports or opposes such noncommercial kennel within a certain timeframe. City will manage and verify the responses.

~~DE.~~ Content Of Application; Referral To Health Department: The application shall state the name and address of the owner, where the noncommercial kennel is to be located and the number of dogs or cats. The application shall be submitted in duplicate and one the duplicate thereof shall be referred to the Central District Health Department by the City Clerk. Within five (5) business days of receipt of the application duplicate, the Central District Health Department, which department shall, within five (5) days thereof, make its report of whether or not the location and operation of the applicant's proposed said noncommercial kennel complies with their health regulations. In the event that Where the Central District Health Department report denies approval of the location or operation of the said proposed noncommercial kennel, then no license shall be issued by the City.

~~DF.~~ Nontransferable; Term; Additions: All noncommercial kennel licenses shall not be transferable, and shall expire December 31 of the year in which issued. Whenever additions are made to the number of dogs for which a noncommercial kennel license has been issued, the licensee shall, within three (3) days, report to the Office of the Clerk or to the humane shelter and pay the required license fee; provided, however, that whenever puppies or kittens are born, such puppies or kittens shall not be counted in computing the license fee until three (3) months old.

~~EG.~~ Dog Licenses Required; Zoning Regulations Applicable: The issuance of a noncommercial kennel license shall not obviate the necessity of obtaining an individual dog license, nor shall any of the provisions of this chapter or be deemed to vary or alter any of the zoning regulations of the City.

~~FH.~~ Renewal: Noncommercial kennel licenses may be renewed upon expiration by filing an application and paying required fee. Renewal applications shall only require proof of seventy-five percent (75%) neighborhood approval of the noncommercial kennel upon the additional cats or dogs being kept under the license, or on every fifth year of license renewal. Any lapse in annual licensing shall require proof of seventy-five percent (75%) neighborhood approval.

~~GI.~~ Suspension Or Revocation: Any licensee who shall: 1) violates any provision of this chapter or any statute or ordinance regarding the operation of the noncommercial kennel, or fails to comply with any of the conditions under which any license shall be issued; or 2) violate any statute or ordinance regarding the operation of the noncommercial kennel, shall be subject to have such his license suspended or revoked. The procedure for license revocation shall follow the procedure set forth in title 3, chapter 1, article A of this Code.

~~HJ.~~ Inspections: It shall be the duty of tThe City Clerk shall to inspect, or cause to be inspected, every noncommercial kennel facilities for which licenses under this chapter have been issued as often as it may be necessary for the adequate control and supervision of such facilities. The City Clerk, or designee, shall have the right to enter all such facilities at any reasonable time for the purpose of making necessary investigations and inspections, and shall be charged with the responsibility of enforcing and administering the provisions of this section. (1952 Code § 6-07-21)

5-1-610: RABIES, DISEASES AND VACCINATION; QUARANTINE:

A. Rabies Vaccination Requirements:

1. Vaccination Required: The owner or custodian person having charge of any dog or cat over sixteen (16) weeks of age within the City shall vaccinate such animal against rabies within thirty (30) days of: be required to have them vaccinated for rabies and to keep such vaccinations current.

 - a. the dog or cat becoming four (4) months of age;
 - b. acquiring a dog or cat without documented proof of current rabies vaccination; or
 - c. bringing a dog or cat four (4) months of age or older into the City's limits.
- ~~2. Waiver of the rabies vaccination requirement shall only be obtained by providing a written statement from a licensed veterinarian stating the medical reason for waiver.~~
2. Revaccination Intervals: The owner or custodian of any dog or cat within the City that has been vaccinated against rabies is required to revaccinate such animal within a period of not more than:

 - a. twelve (12) months after the animal's initial vaccination, if the animal was between four (4) months and one (1) year of age at the time of such vaccination; and
 - b. thirty-six (36) months after each subsequent vaccination.
3. Rabies Vaccination Waiver: Upon physical examination of a dog or cat, an Idaho licensed veterinarian may provide a written waiver from rabies vaccination based on an illness or infirmity in such animal, or based on a positive rabies antibody titer obtained by laboratory testing. A written waiver must provide an expiration date, not to exceed twelve (12) months. Upon expiration, the animal must be vaccinated, or it must be physically reexamined by an Idaho licensed veterinarian, who may issue a new written waiver from rabies vaccination following the same guidelines set forth herein.
4. Approved Vaccination: Only U.S. Department of Agriculture (USDA) approved rabies vaccinations may be administered to dogs and cats within the City.
5. Certificate of Vaccination: An Idaho licensed veterinarian who vaccinates a dog or cat against rabies within the City, must immediately issue a certificate of vaccination signed by the veterinarian to such animal's owner or custodian. The certificate of rabies vaccination shall provide the following information:

 - a. The date of the vaccination;
 - b. The name and address of the vaccinated animal's owner or custodian;
 - c. The type of vaccine used, the vaccine manufacturer's name, and the vaccine's serial or lot number; and
 - d. The breed, age, color, sex, and name of the vaccinated dog or cat.
6. Maintaining Vaccination Records: The owner or custodian of a dog or cat shall maintain copies of the certificates of rabies vaccinations for the animal and shall produce such records upon request by:

 - a. an Authorized Officer;
 - b. a person who was injured by and potentially exposed to rabies by such animal;

c. a licensed physician who is currently treating a person who was injured by and potentially exposed to rabies by such animal; or

d. or veterinarian who is currently treating an animal that was injured by and potentially exposed to rabies by such animal.

~~B. Animals Afflicted With Rabies-Duty to Report and Confine Suspected Rabid Animals: It shall be unlawful for an owner or person having charge, custody or control and any animal, who learns or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies; person, other than a veterinarian or the humane shelter, to own, keep or harbor any animal afflicted with rabies.~~

1. to fail, refuse, or neglect to notify the Animal Shelter at once;

2. to fail to securely confine such animal as directed by the Animal Shelter;

3. to fail, refuse, or neglect to allow a licensed veterinarian to inspect or examine such animal for symptoms of rabies.

~~C. Disposition Of Afflicted Animal: The Chief of Police, his designee, the Humane Shelter Director or the owner shall secure disposition of any animal afflicted with rabies.~~

C. Quarantine of Biting Animals; Suspected Rabies – Procedures:

1. An owner or custodian of any animal who learns of or observes such animal exhibiting rabies symptoms or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies, shall surrender the animal for quarantine to an animal shelter or licensed veterinarian.

2. An owner or custodian of any animal that has bitten a human in which the skin was broken shall surrender such animal for quarantined confinement to an animal shelter or a licensed veterinarian.

3. An owner or custodian of any animal which comes into contact with a known rabid or suspected rabid animal shall be quarantined in a place and manner, and for a period of time, designated by the Director of the Animal Shelter.

4. Quarantine period: Any animal quarantined for biting or under suspicion of rabies infection shall be confined and observed by a licensed veterinarian for a period of no less than ten (days) and not more than fifteen (15) days from the date the bite was inflicted.

5. Alternative quarantine procedure: At the discretion of the Director of the Animal Shelter the quarantine of an animal may be conducted at a licensed boarding kennel or upon the premises of the owner or custodian of the animal. During the period of quarantine, the animal must be securely confined and isolated from contact with humans and other animals. Within forty-eight (48) hours of the conclusion of the quarantine period, and at the owner's or custodian's expense, shall have the animal examined by a licensed veterinarian, the Animal Shelter, or a Humane Officer to determine whether the animal exhibits any symptoms of rabies or has died. In the case of a veterinary examination, the owner or custodian shall submit a true and accurate copy of the veterinarian's examination record to the Animal Shelter. If the animal dies while in alternative quarantine, the animal's owner or custodian shall immediately notify the Animal Shelter and surrender the carcass for testing if requested by the Animal Shelter.

6. Surrender for Destruction of rabid animals: The owner or custodian of an animal that is determined to be rabid shall surrender the infected animal to the Animal Shelter, if not already in the Animal Shelter.

7. Impoundment; Fees and Costs; and Disposal of Quarantined Animal: Any animal exhibiting rabies symptoms may be impounded for quarantine, and the animal's owner shall be liable for all related fees and costs as set forth in this chapter. Impounded animals for quarantine are subject to disposal by the Animal Shelter as set forth in this chapter.

~~D. Surrender For Confinement: It shall be the duty of every owner of an animal showing symptoms of rabies, or which has bitten any person causing an abrasion of the skin, to surrender the animal for confinement and isolation at the humane shelter or to a licensed veterinarian for a period not to exceed fifteen (15) days. If such animal shall be determined free of rabies, it shall be returned to the owner upon payment of the regular fee for keeping such animal impounded. If such fee is not paid, the animal shall be subject to disposal as provided in this chapter. At the discretion of either the Chief of Police, the Humane Shelter Director or the Health Department, the quarantine of an animal may be upon the premises of the animal owner, or the person in charge of such animal, if the animal is securely confined, kept from contact with other animals and is submitted to a veterinarian for examination at the owner's expense to determine whether the animal is rabid.~~

~~ED. Contagious Diseased Animals At Large: It shall be unlawful for any person to permit or allow any animal with a contagious or infectious disease to run at large upon the public streets, or to be within and upon any public transportation facility, or any other public building or place within the City, or to expose such animal in any public building or place, whereby the health, safety and wellbeing of the public, or any member or members thereof, may be affected; nor shall such animal be shipped or removed from the premises of the owner of such animal, except under the supervision of the Humane Animal Shelter Director. (1952 Code § 6-07-22)~~

5-1-711: VICIOUS ANIMALS DANGEROUS AND POTENTIALLY DANGEROUS DOG

~~A. Harboring For Prohibited Purpose Or Intent:~~

~~1. No person shall own or harbor any animal for the purpose of animal fighting, or train, torment, badger, bait or use any animal for the purpose of causing or encouraging said animal to unprovoked attacks upon human beings or domestic animals.~~

~~2. No person shall possess with intent to sell, or offer for sale, breed or buy, or attempt to buy, any vicious animal within the City. (1952 Code § 6-07-09)~~

~~A. Dangerous Dog means any dog that:~~

~~1. Without justified provocation, has inflicted serious injury or kills a person on public or private property, or~~

~~2. Has been previously found to be potentially dangerous under this chapter, or any substantially conforming foreign statute, and thereafter aggressively bites or physically attacks a person without justified provocation; or~~

~~3. Without justified provocation, and while at large, inflicts serious injury or kills another domesticated animal or livestock animal without justified provocation; or~~

4. Has been previously found to be a dangerous dog as defined under Idaho Code Title 25, Chapter 28, or found to be in violation of any substantially conforming foreign statute; or

5. The animal is owned or harbored for the purpose of fighting or has been trained to fight.

~~B. Requirements For Registration: No vicious animal shall be licensed by the City for any licensing period commencing after January 1, 1988, unless the owner or keeper of such vicious animal shall meet the following requirements:~~

~~1. The owner shall present to the City Clerk or other licensing authority, proof that the owner or keeper has procured liability insurance in the amount of no less than five hundred thousand dollars (\$500,000.00), covering any damage or injury which may be caused by such vicious animal during the twelve (12) month period for which licensing is sought, which policy shall contain a provision requiring the City to be named as additional insured for the sole purpose of the City Clerk or other licensing authority where such animal is licensed to be notified by the insurance company of any cancellation, termination or expiration of the liability insurance policy.~~

~~2. The owner shall, at his own expense, have the licensing number assigned to such vicious animal, or such other identification number as the City Clerk or other licensing authority shall determine, tattooed upon such vicious animal by a licensed veterinarian or person trained as a tattooist and authorized as such by any state, city or Police Department. The tattoo shall be placed either on the upper inner lip, inside ear or inside rear thigh of the vicious animal. The humane shelter may, in its discretion, designate the particular location of said tattoo. Said number shall be noted on the City licensing files for such vicious animal, if it is different from the license number of such vicious animal. For the purposes of this section, "tattoo" shall be defined as any permanent numbering of a vicious animal by means of indelible or permanent ink with the number designated by the licensing authority, or any other permanent, acceptable method of tattooing.~~

~~3. The owner shall display a "sign" in conformance with and as defined in section 5-1-1 of this chapter on his or her premises warning that there is a vicious animal on the premises. Said sign shall be visible and capable of being read from the public highway.~~

~~4. The owner shall sign a statement attesting that:~~

~~a. The owner shall maintain and not voluntarily cancel the liability insurance required by this section during the twelve (12) month period for which licensing is sought, unless the owner shall cease to own or keep the vicious animal prior to expiration of such license.~~

~~b. The owner shall, on or prior to the effective date of such license for which application is being made, have an enclosure for the vicious animal on the property where the vicious animal will be kept or maintained.~~

~~c. The owner shall notify the licensing authority and the animal control officer within twenty four (24) hours if a vicious animal is on the loose, is unconfined, has attacked another animal or has attacked a human being, or has died or has been sold or given away. If the vicious animal has been sold or given away, the owner shall also provide the licensing authority with the name, address and telephone number of the new owner of the vicious animal. (1952 Code § 6-07-07~~

B. Potentially Dangerous Dog means any dog that:

1. Without justified provocation, bites a person without causing serious injury; or

2. Has been previously found to be an at-risk dog as defined under Idaho Code Title 25, Chapter 28; or found to be in violation of any substantially conforming foreign statute.

C. Confinement And Control:

- ~~1. All vicious animals shall be confined in an enclosure. It shall be unlawful for any owner to maintain a vicious animal upon any premises which does not have a locked enclosure.~~
- ~~2. It shall be unlawful for any owner to allow any vicious animal to be outside of the dwelling of the owner or outside of the enclosure unless it is necessary for the owner to obtain veterinary care for the vicious animal or to sell or give away the vicious animal, or to comply with commands or directions of the animal control officer with respect to the vicious animal, or to comply with the provision of subsection B1 or B2 of this section. In such event, the vicious animal shall be securely muzzled and restrained with a chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three feet (3') in length, and shall be under the direct control and supervision of the owner of the vicious animal. (1952 Code § 6-07-08)~~

C. Exceptions for Justified Provocation:

No dog may be found to be dangerous or potentially dangerous if at the time an injury or damage was sustained, the precipitating cause constituted justified provocation. Justified provocation includes the following:

1. The dog was protecting or defending a person within its immediate vicinity from an attack or assault; or
2. The injured person was committing a crime or offense upon the property of the dog's owner; or
3. The person was at the time, or had in the past, willfully tormented, abused, or threatened physical abuse upon the dog; or
4. The dog was responding to pain, injury, or protecting its offspring from threat; or
5. The dog was working as a hunting dog, herding dog, or predator control dog on the property of its owner, and the injured person interfered with that dog while it was lawfully working, including, but not limited to public lands; or
6. The dog is a service dog individually trained to do work or perform certain tasks for a person with a disability, and the person interfered with the dog while it was assisting its owner with a disability; or
7. The injured person intervened between two (2) or more dogs mutually engaged in aggressive behavior or fighting; or
8. The domestic animal the dog attacks or kills is a wild fowl.

D. Action For Damages; Destruction; Civil Penalty: If any vicious animal shall, when unprovoked, kill or wound, or assist in killing or wounding any sheep, lamb, cattle, horse, hog, swine, fowl or other domestic animal, belonging to or in the possession of any person, or shall, when unprovoked, attack, assault, bite or otherwise injure any human being or assist in attacking, assaulting, biting or otherwise injuring any human being while out of or within the enclosure of the owner or keeper of such vicious animal, or while otherwise on or off the property of the owner, whether or not such vicious animal was on a leash and securely muzzled or whether the vicious animal escaped without fault of the owner or keeper, the owner or keeper of such animal shall be liable to the person aggrieved as aforesaid, for all damage sustained, to be recovered in a civil action, with

~~costs of suit. It is rebuttably presumed as a matter of law that the owning, keeping or harboring of a vicious animal in violation of this chapter is a nuisance. It shall not be necessary, in order to sustain any such action, to prove that the owner of such vicious animal knew that such vicious animal possessed the propensity to cause such damage or that the vicious animal had a vicious nature. Upon such attack or assault, the animal control officer in the City is hereby empowered to confiscate and destroy such vicious animal, if the conduct of such vicious animal or its owner constituted a violation of the provisions of this chapter, punishable by the confiscation and destruction of the animal. (1952 Code § 6-07-10)~~

D. Impoundment; Fees and Costs; and Determination Hearing: A dog may be impounded for being dangerous or potentially dangerous pending a determination hearing, and the animal's owner may be liable for the related fees and costs as set forth in this Chapter. Any action to determine whether a dog is dangerous or potentially dangerous at hearing must be initiated within twelve (12) months of the underlying offensive behavior.

E. Enforcement:

~~1. An animal control officer is hereby empowered to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this section, and any such animal control officer is hereby empowered to seize and impound any vicious animal whose owner fails to comply with the provisions hereof.~~

~~2. In the event that the owner of the animal refuses to surrender the animal to the animal control officer, the animal control officer may request a police officer to obtain a search warrant from a Magistrate of the District Court and to seize the animal upon execution of the warrant. (1952 Code § 6-07-07)~~

E. Harboring a Dangerous or Potentially Dangerous Dog: No person shall own, possess, maintain, or harbor any dog that has been found to be dangerous or potentially dangerous as described herein within the City, unless the owner is in full compliance with the registration, licensing, confinement, and control provisions as provided in any judgment rendered under this chapter.

F. Exemptions:

- ~~1. Subsections A through E of this section shall not apply to kennels licensed in accordance with the provisions of this chapter.~~
- ~~2. The provisions of this section shall not apply to K-9 or other animals owned by any Police Department or any law enforcement officer which are used in the performance of law enforcement police work. (1952 Code § 6-07-11)~~

F. Registration, Confinement, Control, and Destruction of Dangerous or Potentially Dangerous Dogs:

1. Registration Requirements: The owner of a dog that is determined to be dangerous or potentially dangerous under this chapter, or any substantially conforming foreign statute, shall register and license that animal with the City within seven (7) business days of the dog either being determined dangerous or potentially dangerous or moving within the City's jurisdiction. Failure to register and license the dog within this time period shall result in the immediate impoundment of the animal by the City.
2. No such dog shall be registered and licensed by the City for any licensing period, unless and until the owner of such dog meets all the following registration requirements:

- a. The owner of a dog determined to be dangerous under this chapter, except subsection 5-11-7(A)(3), shall be required to present to the City Clerk, proof of liability insurance or a surety bond in the amount of no less than two hundred fifty thousand dollars (\$250,000), covering any damage or injury which may be caused by such dangerous dog during the twelve (12) month period for which licensing is sought. The owner of a dog determined to be dangerous for physically injuring or killing another animal, shall be required to present to the City Clerk, proof of liability insurance or a surety bond in the amount of no less than twenty thousand dollars (\$20,000), covering any damage or injury which may be caused by such dangerous dog during the twelve (12) month period for which licensing is sought. The insurance policy or surety bond shall contain a provision which names City as additional insured, to ensure that the City is directly notified by the insurance company of any cancellation, termination, or expiration of the liability insurance policy.
- b. A dog found to be dangerous or potentially dangerous shall be permanently identified by means of a microchip or other method used for the identification of companion animals at the expense of the owner. Microchip registration shall be reported in a timely manner to the Animal Shelter. Photographs of the dog may be required by the Animal Shelter. Upon demand, the dog's owner shall provide access to the animal for the purpose of verifying microchip implantation or other identification method to any authorized officer.
- c. The premises on which a dangerous or potentially dangerous dog is kept shall be posted with clearly visible signs stating, "Beware of Dog," and with a warning symbol or representation that informs children of the presence of a dog that may be dangerous. The sign shall be constructed of durable, weatherproof materials and at least twenty-four inches by twenty-four inches (24"x24") in size. All signs shall be kept clear of obstructions and shall be clearly visible and readable from at least thirty feet (30') away.
- d. The owner of a dangerous or potentially dangerous dog shall sign a statement attesting that the owner acknowledges and agrees to notify the City Clerk within twenty-four (24) hours if the dog is at large, has attacked livestock or another domestic animal, has attacked a human being, has died, has been sold, or has been given away. If the dog has been sold or given away, the owner shall also provide the City Clerk with the name, physical address, and telephone number of the new owner of the animal.

G. Determination Of Vicious Animal:

1. Hearing:

- a. ~~In the event that the animal control officer or law enforcement officer has probable cause to believe that an animal is vicious, the Chief of Police or the Director of the humane shelter, or his designee, shall be empowered to convene a hearing for the purpose of determining whether or not the animal in question should be declared vicious. The animal control officer or Chief of Police shall conduct or cause to be conducted an investigation and shall notify the owner of the animal that a hearing will be held, at which time he or she may have the opportunity to present evidence why the animal should not be declared vicious. The hearing shall be held promptly within no less than five (5) nor more than ten (10) days after service of notice upon the owner of the animal. The hearing shall be informal and shall be open to the public.~~
- b. ~~After the hearing, the owner of the animal shall be notified in writing of the determination. If a determination is made that the animal is vicious, the owner shall comply with the provisions of this chapter in accordance with a time schedule established by the Director of the humane~~

~~shelter, but in no case more than thirty (30) days subsequent to the date of the determination. If the owner of the animal contests the determination, he or she may, within five (5) days of such determination, bring a petition in the Magistrate Court in the Fourth Judicial District of the State, in and for the County of Ada, wherein the animal is owned, praying that the court conduct its own hearing on whether or not the animal should be declared vicious. After service of notice upon the animal control officer, the court shall conduct a hearing de novo and make its own determination as to viciousness. Said hearing shall be conducted within fourteen (14) days of the service of the notice upon the animal control officer or law enforcement officer involved. The issue shall be decided upon the preponderance of the evidence. If the court rules the animal to be vicious, the court may establish a time schedule to ensure compliance with this chapter, but in no case more than thirty (30) days subsequent to the date of the court's determination.~~

~~c. The court may decide all issues for or against the owner of the animal regardless of the fact that said owner fails to appear at said hearing.~~

~~d. The determination of the Magistrate Court shall be final and conclusive upon all parties thereto. However, the animal control officer or any law enforcement officer shall have the right to declare an animal to be vicious for any subsequent actions of the animal. In the event that the animal control officer or law enforcement officer has probable cause to believe that the animal in question is vicious and may pose a threat of serious harm to human beings or other domestic animals, the animal control officer or law enforcement officer may seize and impound the animal pending the aforesaid hearings. The owner of the animal shall be liable to the City for the costs and expenses of impoundment of such animal.~~

~~2. Petition:~~

~~a. If the owner of an animal impounded for an alleged violation of this section shall believe that there shall not have been a violation of such section hereof, such owner may petition the Magistrate Court of the Fourth Judicial District of the State, in and for the County of Ada, praying that the impounded animal not be destroyed.~~

~~b. The impounded animal shall not be destroyed pending resolution of such owner's petition if the petition shall have been filed within five (5) days of impoundment of such animal and notice shall have been served within five (5) days of the impoundment of such animal upon the animal control officer or keeper of the impounded animal. The hearing shall be conducted within fourteen (14) days from serving of the notice. The decision of the Magistrate Court may be appealed to the District Court by any aggrieved party within forty two (42) days of the decision. The animal shall remain impounded pending the appeal. If the court finds that there shall not have been a violation of this section, such animal may be released to the custody of the owner upon payment to the humane shelter or animal control officer of the expense of keeping such animal. The schedule of such costs as provided for by subsection 5-1-17C of this chapter shall be paid in full or upon the signing of a promissory note to the City. If the owner of the animal violates any of the terms and conditions of subsection B4 of this section, said owner shall be fined one hundred dollars (\$100.00) for the first such violation and two hundred fifty dollars (\$250.00) for each subsequent violation. (1952 Code § 6-07-14)~~

G. Confinement and Control:

1. All dangerous dogs shall be confined securely indoors or within a securely fenced yard of at least six feet (6') in height, and with substantial and locked gates so that the dog cannot

escape, and unauthorized persons are prevented from accidental entry. The determination hearing officer may require additional measures to physically secure the dog.

2. It shall be unlawful for any owner to allow any dangerous to be outside of the dwelling of the owner or the secured yard, except for the following limited reasons:
 - a. to obtain veterinary care for the dog;
 - b. to sell or give away the dog;
 - c. to comply with an order or directions from an authorized officer regarding the dog;
 - d. to obtain a dangerous or potentially dangerous dog registration microchip or other identification as required in this chapter;
 - e. to be inspected for liability insurance or surety bond purposes;
 - f. to confine the dog at a temporary boarding facility, provided the operator of the boarding facility is made fully aware of the dangerous dog designation and agrees to maintain the dog in a manner that prevents injury to people or other animals by keeping the dog isolated in a secure enclosure; or
 - g. An owner who does not have access to a private outdoor space, may petition the City Clerk or the Director of the Animal Shelter in writing, to allow a special exemption for limited access to the public outdoors for the dog's exercise and defecation. The City Clerk or Director of the Animal Shelter in their discretion, may grant that exemption in writing.
3. When off the property of the owner, and not confined in a secure, locked enclosure, any dangerous or potentially dangerous dog shall be kept upon a secure leash not exceeding three (3) feet in length and of sufficient strength to keep the dog under the direct control and supervision of the its owner. At the determination hearing additional requirements for the control and containment of the dog may be ordered.
4. Any dog found to be dangerous or potentially dangerous may be ordered to be spayed or neutered at the owner's expense.

H. Violations; Penalty:

1. Any vicious animal:

- a. ~~Which does not have a valid license in accordance with the provisions of this chapter; or~~
- b. ~~Whose owner does not secure the liability insurance coverage required in accordance with subsection B1 of this section; or~~
- c. ~~Which is not maintained on property with an enclosure; or~~
- d. ~~Which shall be outside of either the dwelling of the owner or an enclosure, except as provided in subsection C of this section; or~~
- e. ~~Which is not tattooed;~~

~~shall be confiscated by the animal control officer and destroyed in an expeditious and humane manner after the expiration of a five (5) day waiting period, exclusive of Sundays and holidays. In addition, the owner shall pay a two hundred fifty dollar (\$250.00) fine.~~

~~2. If any vicious animal shall, when unprovoked, kill, wound, or worry or assist in killing or wounding any animal described in subsection D of this section, the owner of said animal shall pay a two hundred fifty dollar (\$250.00) fine and the animal control officer is empowered to confiscate and, after the expiration of a five (5) day waiting period exclusive of Sundays and holidays, shall destroy said vicious animal. For each subsequent violation, the owner of said animal shall pay a fine of three hundred dollars (\$300.00).~~

~~3. If any vicious animal shall, when unprovoked, attack, assault, wound, bite or otherwise injure or kill a human being, the owner shall pay a three hundred dollar (\$300.00) fine.~~

~~4. No fine and/or tattooing requirement shall be suspended by any court of competent jurisdiction. (1952 Code § 6-07-12)~~

H. Enforcement:

1. An authorized officer is hereby empowered to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this section, and any such officer is hereby empowered to seize and impound any dangerous or potentially dangerous dog whose owner fails to comply with those provisions set forth in this chapter.
2. In the event that the dog's owner refuses to surrender the animal to an authorized officer, the officer may request a law enforcement officer obtain a search warrant from an Ada County Magistrate of the Fourth Judicial District of Idaho, as necessary, to seize the dog upon execution of the warrant.

I. Exempt Entities:

1. Subsections C, E, F, G, and H of this section shall not apply to kennels licensed in accordance with the provisions of this chapter.
2. The provisions of this section shall not apply to K-9 owned by any police department or any law enforcement officer which are used in the performance of law enforcement work.

J. Violations; Penalty:

1. Any dangerous dog in violation of any of the following provisions shall be confiscated by a Humane Officer and destroyed in an expeditious and humane manner after the expiration of a five (5) business day waiting period:
 - a. A dangerous dog that does not have a valid registration and license in accordance with the provisions of this chapter;
 - b. A dangerous dog whose owner does not secure the liability insurance coverage or surety bond required in accordance with the provisions of this chapter;
 - c. A dangerous dog that is not maintained on property within a secure enclosure;
 - d. A dangerous dog that is outside of either the owner's dwelling or an enclosure, not covered by the exceptions as provided in this section;

- e. A dangerous dog that is not microchipped, or otherwise identified as dangerous as provided in this section;
 - f. A dangerous dog, that when unprovoked, kills, wounds, worries, or assists in killing or wounding of any livestock or domestic animal belonging to or in the possession of any person; or
 - g. A dangerous dog, that when unprovoked, attacks, assaults, wounds, bites, or otherwise injures or kills a human being.
2. Enhanced penalties for subsequent violations of the provisions of (f) and (g) of this subsection shall be imposed in an amount established by the City Council and listed on the City's Master Fines and Fees Schedule.
 3. No fine or identification requirement shall be suspended by any court of competent jurisdiction.

K. Expiration of Potentially Dangerous Dog Designation: In the event a dog designated as potentially dangerous does not subsequently act in a manner consistent with the definitions of a dangerous or potentially dangerous animal, and provided that the owner of the animal has complied with all the provisions of this section for a period of at least two (2) consecutive years, the owner may petition the Director of the Animal Shelter to lift the imposed restrictions and requirements placed on the animal.

L. Action For Damages; Civil Penalty: If any dangerous dog, without justified provocation, shall injure or kill any domesticated animal or livestock belonging to another, or shall without justified provocation, bite or otherwise physically injure any human while out of or within the enclosure for such animal, or while on or off the owner's property of the owner regardless whether the dog was on a leash or had escaped without the fault of the owner, such dog's owner shall be liable to the aggrieved person for all damage sustained, to be recovered in a civil action, with costs of suit. It is rebuttably presumed as a matter of law that the owning, keeping, or harboring of a dangerous dog in violation of this chapter is a nuisance. It shall not be necessary, in order to sustain any such action, to prove that the owner of the dangerous dog knew that such dog possessed the propensity to cause such damage or that the dangerous dog had a vicious nature.

5-1-812: WILD PROHIBITED ANIMALS:

A. Prohibited Animals: It shall be unlawful for any person to harbor, keep, maintain, or possess within the City any of the following animals:

1. Mammals:

- a. All members of the family Felidae (cat family), except domesticated cats.
- b. All members of the family Canidae (dog family), except domesticated dogs.
- c. All nonhuman primates.
- d. All members of the order Insectivora, except hedgehogs.
- e. All rodents, except domestic rats, mice, guinea pigs, hamsters, gerbils and squirrels not otherwise restricted by Federal law.

- f. All marine mammals, including, but not limited to, whales, dolphins and seals.
- g. All animals from the order Xenarthra, including giant anteaters, sloths, tamanduas, armadillos and pangolins.
- h. All members of the family Procyonidae, ~~except the raccoon native to Idaho (Procyon lotor).~~
- i. All members of the family Mustelidae, except domestic ferrets (Mustela putorius).
- j. All civets, meerkats and members of the family Viverridae.
- k. All marsupials, except Virginia opossum, sugar gliders and bettongs.
- l. All members of the family Hyaenidae, including, but not limited to, hyenas and aardwolves.
- m. All members of the order Tubulidentata (aardvarks).
- n. All members of the order Hyracoidea (hyraxes).
- o. All hoofed animals belonging to the orders Perissodactyla and Artiodactyla, except domesticated farm or pack animals.
- p. All members of the family Elephantidae (elephants).
- q. All members of the family Chiroptera (bats).
- r. All members of the family Ursidae (bears).

2. Birds:

- a. Ostriches.
- b. Cassowaries.
- c. Penguins of any kind.
- d. Cranes of any kind.
- e. Flamingos.
- f. Hornbills.
- g. Herons and their relatives from the order Ciconiiformes.
- h. All birds of prey from the order Falconiformes.
- i. All owls from the order Strigiformes.

3. Reptiles:

- a. Sea turtles of any kind.
- b. Aldabra or Galapagos tortoises.
- c. Komodo dragons.
- d. All members of the order Crocodylia.
- e. Wild caught Gila monsters and beaded lizards.
- f. Elapids (family of venomous snakes) except North American species, such as coral snakes, that are housed under State guidelines.
- g. Viperids (family of venomous snakes) except North American species, including, but not limited to, rattlesnakes, cotton mouths and copperheads that are housed under State guidelines.
- h. Tuataras.
- i. Anacondas.

4. Insects: All insects listed as agricultural pests by the USDA and Idaho Department of Agriculture.

B. Threatened Or Endangered Animals: All animals listed as threatened or endangered on either a State or Federal level and all illegally imported animals shall be prohibited in the same manner as those listed in subsection A of this section.

C. Exceptions: ~~The provisions of subsections A and B of this section shall not apply to the keeping of such animals by any bona fide licensed veterinary hospital for treatment, bona fide educational or medical institutions or museums, or by rehabilitators, breeders or exhibitors who are properly licensed or permitted by the City, the Idaho Department of Agriculture, the U.S. Fish and Wildlife Service, or U.S. Department of Agriculture. The provisions of this section shall not apply to the keeping of prohibited animals by any bona fide, licensed zoo accredited by the Association of Zoos and Aquariums, any bona fide licensed veterinary hospital for treatment of illness or injury by licensed veterinarians, bona fide educational or medical institutions accredited by the Idaho Department of Education, bona fide rehabilitators permitted by the Idaho Fish and Game Department, the keeping of raptors by individuals permitted by the Idaho Fish and Game Department, and those animals permitted by the Idaho Department of Agriculture.~~

D. The owner or custodian of any prohibited animal kept pursuant to an exception, shall at all times:

1. Keep the animal in a cage, enclosure or other confinement that is designed, constructed, and maintained to preclude the animal's escape. The cage, enclosure, or confinement shall be of sufficient size to allow the animal reasonable freedom of movement.
2. Keep the animal in a manner that will not threaten or annoy any person of normal sensitivity.
3. Employ adequate safeguards to prevent unauthorized access to the animal and to prevent the escape of the animal.
4. Immediately notify the Animal Shelter if the animal escapes and make every reasonable effort to recapture an animal that escapes.

5. Allow the authorized officer to inspect the animal and the property to determine whether the owner or custodian is complying with this section.
6. Allow the Animal Shelter to inspect any permit an agency of the Federal or State government has issued to the owner or custodian that regulates the animal.
7. Every person keeping a prohibited animal under this section must house the animal and care for it in a manner that is humane and in accordance with the particular requirements of the species, to include compliance with all State and Federal laws that apply to the welfare of animals.
8. A person whose property harbors wildlife or is enhanced with any structure to provide shelter or habitat to native wildlife such as native birds, bats, reptiles, amphibians, fish, or mammals which through their own volition enter or reside on any such property without being confined artificially by the property owner, is not considered to harbor or keep prohibited animals.

E. Prohibited animals may be impounded by the Animal Shelter and the owner liable for related fees and costs as set forth in this chapter.

5-1-913: NUISANCES:

It shall be unlawful for any animal owner to fail to exercise proper care and control of his or her animal to prevent it from becoming a public nuisance. Every person shall be guilty of allowing an animal to become a nuisance when such person permits or allows an animal to violate the following provisions:

A. Excessive, continuous or untimely barking, or nNoise Nuisances:; An animal that barks, bays, cries, howls, or emits any excessive animal noise audible beyond the boundaries of the property on which the animal is situated for an extended period of time, day or night, thereby unreasonably disturbing another person. For purposes of this section "extended period of time" means either:

1. any barking, baying, crying, howling, or other animal noise emitted by one or more animals incessantly for thirty (30) minutes with individual interruptions of less than twenty (20) seconds at a time during the thirty (30) minute period; or
2. any barking, baying, crying, howling or other animal noise emitted by one or more animals intermittently for sixty (60) minutes or more within a twenty-four (24) hour period.

B. Molest passersby or chase vehicles-Exception:; This subsection shall not apply to animals that are being teased or provoked, are maintained on land zoned for agricultural purposes, are kept at a properly permitted animal shelter established for the care and placement of unwanted or stray animals, or a properly zoned commercial boarding kennel.

C. Habitually attack other domestic animals-Proof of excessive noise nuisances:; The owner or custodian of an animal may be charged with excessive animal noise nuisance when:

1. A Humane Officer receives signed complaints alleging an animal noise nuisance, from at least two (2) unrelated adult witnesses residing in different residences;
2. A Humane Officer receives a signed complaint alleging an animal noise nuisance from one adult witness who has a video or audio recording of the alleged violation;
3. A Humane Officer receives a signed complaint alleging an animal noise nuisance from one adult witness and a Humane Officer has witnessed the alleged presence of the nuisance.

The Humane Officer shall not be required to personally witness an alleged violation for a thirty (30) or sixty (60) minute period; or

4. A Humane Officer personally witnesses the violation and signs a complaint alleging an animal noise nuisance.

~~D. Trespass upon public or private property in such a manner as to damage the property;~~ or General Animal Nuisances: A general animal nuisance occurs when:

1. An animal threatens passersby;
2. An animal chases vehicles, individuals on bicycles, scooters or similar devices, or pedestrians;
3. An animal attacks other animals;
4. An animal trespasses upon public or private property in such a manner as to damage the property;
5. An excessive amount of animal feces is permitted to accumulate in such a manner as to affect the health of a person or which is of such quantity as to generate odors off the premises of the animal owner; or
6. An owner fails to confine a female dog during estrus or proestrus in a building or secure enclosure in such manner that such female dog cannot come into contact with male dog, except for planned breeding.

~~E. The excessive accumulation of animal feces in such a manner as to affect the health and quiet enjoyment of another person.~~ Nuisance Feral Cat Prevention: Any cat not spayed or neutered, over the age of six (6) months that is permitted to be out of doors not under the direct control of its owner is deemed a nuisance. The Animal Shelter, upon seizure of any cat at large, may spay or neuter such animal if it is over six (6) months of age after forty-eight (48) hours of impoundment. The Humane Society may mark the cat as being spayed or neutered by marking the animal's ear, or through some other methodology. A cat that is spayed or neutered, and marked as such, may be released by the Animal Shelter to the location from which the cat was seized. (1952 Code § 6-07-23)

5-1-4014: CRUELTY TO ANIMALS:

A. Acts Specified: It shall be unlawful for any person to act in a cruel manner to any animal within the City. Nothing in this section shall preclude prosecuting any person for Torturing Companion Animals as set forth in Idaho Code Title 25, Chapter 35. The phrase "cruel manner" shall include, but is not limited to, the following specific acts and omissions:

1. Any owner of an animal who fails to provide such animal with care sufficient to preserve the health, safety, and well-being of animal, except for circumstances beyond the reasonable control of the owner or custodian of the animal, which includes:
 - a. ~~Sufficient~~ Good and wholesome food, in a sufficient quantity to allow for normal growth or maintenance of body weight; or
 - b. Adequate access to potable water in sufficient quantity to satisfy the animal's needs; or
 - c. Proper shelter and protection from the weather; or
 - d. Proper veterinary care which a reasonably prudent person would deem necessary to relieve or to prevent suffering or disease; or

de. A clean and wholesome environment in which to live, free from excessive waste or other contaminants that could affect the animal's health; or

ef. Protection from the abuse of other persons; or

g. Prevention of severe matting of fur, severe overgrowth of nails or hooves, that a reasonably prudent person would know would cause pain or injury.

2. Any person who, through act or omission, does any of following specific acts with an animal:

a. Abuses or otherwise mistreats; or

b. Beats, maims, mutilates, knowingly or intentionally injures, wounds, or Tortures; or

c. Misuses; or

d. Overloads, overworks, or overrides; or

e. Dumps or Abandons; or

f. Exposes to unreasonable danger to health or life; or

g. Willfully administers any poisonous substance to an animal that is owned by another, or maliciously places any poisonous substance where it would be found by an animal, or where it would attract an animal, with the intent that the animal ingest or absorb such poisonous substance;

h. Transport in, on, or upon any vehicle in a manner that is reckless or dangerous to the animal or public; or

i. Displays, as defined in this chapter, prohibited animals; or

j. Engages in animal hoarding as defined in this chapter; or

k. Exposes the animal for a prolonged period of time in extreme heat or cold conditions that results in hypothermia, hyperthermia, frostbite, other injurious condition, or death as diagnosed by a veterinarian.

B. Enforcement Restrictions: In cases were production animals are subject to a violation of this chapter's cruelty to animal provisions or Idaho Code sections 25-3504, 25-3505, or 25-3511, the authorized officer, animal care and control agency, or animal shelter shall not:

1. Enforce the cruelty to animal provisions of this chapter or Idaho Code sections 25-3504, 25-3505, or 25-3511, without first obtaining an inspection and written determination from an Idaho state Department of Agriculture investigator in the animal industries division, that a violation of one or more animal cruelty provisions has occurred or is occurring; or

2. Take a production animal from a production animal facility, pasture, or rangeland for a violation of the animal cruelty provision of this chapter or Idaho Code sections 25-3504, 25-3505, or 25-3511, without first obtaining an inspection and written determination from an Idaho state

Department of Agriculture investigator in the animal industries division, that such seizure is in the best interest of the animal.

C. Not to Construe to Interfere with Normal or Legal Practices: No part of the animal cruelty provisions of this chapter shall be construed as interfering with or allowing interference with:

1. Normal or accepted veterinary practices; or
2. The humane slaughter of any animal normally and commonly raised as food, for production of fiber or equines; or
3. Bona fide experiments or research carried out by professionally recognized private or public research facilities or institutions; or
4. The humane destruction of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane destruction of animals for population control; or
5. Normal or accepted practices of animal identification and animal husbandry as established by, but not limited to, guidelines developed and approved by the appropriate national or state commodity organizations; or
6. The killing of any animal, by any person at any time, which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal, or property; or
7. The killing of an animal that is vicious by an authorized officer or veterinarian; or
8. The killing or destruction of predatory animals, vermin or other animals or birds which are injuring or posing a threat to farm or privately-owned animals or property, when such killing or destruction is conducted in accordance with laws and rules covering such animals; or
9. Any other exhibitions, competitions, activities, practices or procedures normally or commonly considered acceptable.

The practices, procedures and activities described in this section shall not be construed to be cruel nor shall they be defined as cruelty to animals, nor shall any person engaged in these practices, procedures or activities be charged with cruelty to animals.

BD. Penalties: Any person violating any provision of this section shall be ~~deemed~~ guilty of a misdemeanor and, punishable by a fine of up to one thousand dollars (\$1,000.00), or six (6) months in jail, or both, upon conviction, shall be subject to penalty as provided in section 1-4-1 of this Code, with the fine amount no less than two hundred fifty dollars (\$250). Each day such violation is committed or permitted to continue shall constitute a separate offense. It shall be the duty of any police officer, Humane Officer ~~animal control officer~~ or other designated City employee to take possession of any animal for which he has probable cause to believe falls under this section and deliver such animal to the ~~humane animal~~ shelter. All costs incurred for the maintenance of such animal will be paid by the person charged with the offense. (1952 Code § 6-07-02)

E. Forfeiture of Abused Animals: Abused animals may be impounded, subject to forfeiture, and the owner liable for related fees and costs as set forth in this chapter.

5-1-115: USE OF ANIMAL TRAPS:

The ~~animal control officers~~ Humane Officers are hereby authorized to place humane animal traps on public property or private property upon request and permission of the owner. Such traps shall be checked daily by the Humane Officer ~~animal control officers~~. No person shall disturb or injure such trap or animal confined therein. (1952 Code § 6-07-35)

5-1-12: ANIMALS, FOWL AT LARGE:

A. ~~Definition Of Terms: As used in this section:~~

~~ANIMAL: Any and all types of animals, both domesticated and wild, male and female, singular and plural.~~

~~AT LARGE: Off the premises of the owner or custodian of the animal or fowl and not under the immediate control of the owner or custodian.~~

~~FOWL: Any and all fowl, domesticated and wild, male and female, singular and plural. (1952 Code § 6-14-01)~~

~~B. Poultry At Large: It shall be unlawful for any person to allow any chickens, ducks, turkeys, geese or other fowl owned by him to run at large upon the streets, alleys or other public places of the City, or upon the property of any person without the consent of the owner. (1952 Code § 6-07-18)~~

~~C. Animals And Fowl Not To Be Permitted At Large: It shall be unlawful for any person, partnership, company, corporation or association owning or having in his or their custody animals or fowl to permit same to go at large to the injury or annoyance of others, nor shall such animals or fowl be permitted at large upon the streets or other public ways of the City. (1952 Code § 6-14-02)~~

~~D. Nuisance: For any person, partnership, company, corporation or association to permit animals or fowl to go at large upon the public streets or other public ways of the City or to go at large to the injury or annoyance of others is hereby declared to be a nuisance, which by this subsection is defined to be injurious and dangerous to public health and safety, an obstruction to the free use of property and an interference with the comfortable enjoyment of life or property. (1952 Code § 6-14-03)~~

~~E. Property Owner May Impound: Any person finding any animal or fowl upon his property to his injury or annoyance may take up same and, as soon as possible, notify the poundmaster of the City pound of his custody, giving a description of the animal or fowl and the name of the owner, if known. (1952 Code § 6-14-04)~~

~~F. Pound To Take Possession: The City pound, as soon as possible after receiving notice from the property owner taking up and impounding an animal or fowl, will dispatch a police officer, dog catcher or other suitable employee to the premises of the said property owner and take possession of the animal or fowl. (1952 Code § 6-14-05)~~

~~G. Officer May Impound: Any police officer, dog catcher or other employee designated by the pound for such purpose is authorized to capture and impound any animal or fowl found at large, impounding to be in accordance with the procedure provided and authorized by this chapter. (1952 Code § 6-14-06; amd. 2019 Code)~~
~~H. Notification To Owner: The City pound shall notify the owner or custodian of the animal or fowl that such animal or fowl has been impounded, and the owner or custodian may redeem the animal or fowl so impounded from the City pound by paying the board bill on a per diem basis in an amount as specified in this chapter. If the pound, after reasonable diligence, is unable to~~

~~find who owns or has custody of the animal or fowl, or if the owner or custodian of an animal or fowl after notification has not redeemed said animal or fowl within twenty four (24) hours after such notification, the pound may dispose of the animal or fowl or sell said animal or fowl in accordance with the manner and procedure provided by the applicable provisions of this chapter. (1952 Code § 6-14-07; amd. 2019 Code)~~

~~I. Penalties: Any person, partnership, firm, company, corporation or association violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. (1952 Code § 6-14-08)~~

~~J. Payment Of Fees, Fines And Other Penalties:~~

~~1. The Police Court shall, from time to time, list and post with the poundmaster the amount of fine which is automatically levied for the violation of any of the provisions of this section, which fine may be paid to the poundmaster without appearance before the court. Any police officer, dog catcher or other authorized employee shall, upon delivery to the pound of any animal or fowl seized and taken up, in accordance with the provisions of this section, deliver to the poundmaster a citation provided by this chapter, which citation shall, in addition to the information required by this chapter, contain information of the amount of fines set by the Police Court, which may be paid by such person to the poundmaster, or otherwise a person shall appear before the Police Court within five (5) days. All fines so paid to the poundmaster shall be remitted to the Police Court daily. The owner of any animal or fowl taken up and impounded under the provisions of this section may recover possession of such animal or fowl upon payment to the poundmaster of the required license fee, if any, together with the payment of the costs, fees, and fines as provided by this section and this chapter.~~

~~2. If the owner or custodian of any animal or fowl taken up and impounded shall fail to pay any license fee and costs, fines and fees required by this section and/or this chapter within five (5) days after notice has been given to such owner or custodian, the poundmaster may destroy such animal or fowl. (1952 Code § 6-14-09; amd. 2019 Code)~~

5-1-4316: COMMANDING ANIMAL TO ATTACK:

~~Except where great bodily harm or death is likely to immediately ensue, it shall be unlawful for any person to command, encourage or aid, by word or conduct, any animal to bite, chase, attack, or attempt to bite, chase, or attack; another person or animal, except when attempting to prevent or defend a person or animal from suffering great bodily harm or death. This section shall not apply to:~~

- ~~A. Dogs used by law enforcement officer while engaged in law enforcement duties;~~
- ~~B. Dogs used by its owner or custodian while engaged in legal hunting practices, or the working, herding, or controlling of livestock; or~~
- ~~C. Dogs used by the City while engaged in the prevention the congregation of wild fowl upon City properties.~~

~~(1952 Code §6-07-03)~~

5-1-4417: INTERFERENCE WITH OFFICIALS:

~~It shall be unlawful for any person to willfully hinder, delay, obstruct, or molest interfere with any animal control officer Authorized Officer in the discharge, or attempt to discharge the officer's duties as proscribed who may be engaged in seizing, keeping or removing any animal in conformity with the~~

provisions of in this chapter, Title 7, Chapter 7, Article A of this Code, or the Idaho Code provisions related to animal care and control. (1952 Code § 6-07-04)

5-1-15: ANIMALS IN PUBLIC BUILDINGS:

It shall be unlawful for any person to permit, allow, keep or carry any animal in, upon or within a public transportation facility, or any other public building or facility, particularly a building or facility in which food or drink is prepared or stored, except that a blind person shall not be denied the use of any common carrier or public transportation facility or admittance to any other public building or place within the City by reason of his being accompanied by a seeing eye or guide dog specially trained for such purpose. It is the intent of this section to permit and authorize a blind person to have a seeing eye or guide dog with him or her in such places and while using such facilities without being required to pay any additional charges for his seeing eye or guide dog, but such blind person shall be liable for any damage or disturbance caused by such seeing eye or guide dog. (1952 Code § 6-07-19)

5-1-16: DRIVING OR RIDING ANIMALS:

No person shall lead, drive, or ride any horse, pig, sheep, goat, mule, cattle or other animal over, across or upon any sidewalk, parkway or public parking area, or over or across any public park, except upon for roadways, trails, or other areas designated for such use. (1952 Code § 6-07-20)

5-1-19: ANIMAL ENDANGERMENT; CONFINEMENT IN UNATTENDED VEHICLE; IMMUNITY FROM CIVIL LIABILITY FOR ANIMAL RESCUE

- A. No person shall leave or confine a domestic animal unattended in any motor vehicle or trailer under conditions that a reasonable person would believe endangers the health, safety, or well-being of the animal due to heat, cold, or lack of adequate ventilation.
- B. Prima Facie Evidence: A rescued animal examined by a licensed veterinarian and diagnosed with heat stroke, heat exhaustion, hypothermia, or frostbite shall be deemed prima facie evidence of animal endangerment under this section.
- C. Immunity from penalties or damages to motor vehicle or trailer: A person who enters a motor vehicle or trailer, by force or otherwise, for the purpose of rescuing a domestic animal is immune from criminal penalties and civil liability for damages to the motor vehicle or trailer if the person:
 - 1. Has a good-faith and reasonable belief, based upon the known circumstances, that entry into the motor vehicle or trailer is necessary because a domestic animal is in imminent danger of suffering great bodily harm or death;
 - 2. Determines that the motor vehicle or trailer is locked and there is no other reasonable method for the domestic animal to be removed from the motor vehicle or trailer;
 - 3. Contacts law enforcement or the "911" emergency service prior to forcibly entering the motor vehicle or trailer;
 - 4. Uses no more force to enter the motor vehicle or trailer than necessary to remove the domestic animal;
 - 5. Remains with the domestic animal in a safe location within reasonable proximity to the motor vehicle or trailer until an authorized officer or other emergency responder arrives; and
 - 6. Surrenders the animal immediately to the responding authorized officer or other emergency responder on the scene.
- D. Emergency Response: This section does not prevent an authorized officer or other emergency responder from removing an animal from a motor vehicle or trailer if the animal's health, safety, or welfare appears to be in imminent danger of suffering great bodily harm or death from heat, cold, or lack of adequate ventilation.

1. An authorized officer or other emergency responder who takes possession of a rescued domestic animal, or who removes a domestic animal from a motor vehicle or trailer, shall take such animal to the Animal Shelter or a veterinary hospital for medical treatment and safe-keeping, if the officer deems it necessary. The owner or custodian of the rescued domestic animal is responsible for all expenses for the medical treatment, impoundment, and care of such animal.
2. An authorized officer or other emergency responder is authorized to take all steps that are reasonably necessary for the removal of an endangered domestic animal from a motor vehicle or trailer, including, but not limited to, forcibly entering the motor vehicle or trailer, after making a reasonable effort to locate the owner or custodian.
3. An authorized officer or other emergency responder who rescues a domestic animal from a motor vehicle or trailer, or who receives a rescued domestic animal on scene from another person, shall leave written notice in a secure and conspicuous location on or within the motor vehicle, bearing the officer's name, office name and address, and the name and address of the location where the rescued animal can be claimed. The rescued animal may be claimed by the owner or custodian only after payment of all expenses for the medical treatment, impoundment, and care of such animal.

E. Penalties: Unless the animal suffers great bodily harm or death, a first conviction for violation of this section is punishable by a civil infraction as set forth in 1-4-2 of this code. If the animal suffers great bodily harm or death, a violation of this section shall be punishable as a misdemeanor as set forth in 1-4-1 of this code. Any subsequent convictions for violation of this section, regardless of injury to the animal, shall be punishable as a misdemeanor as set forth in in 1-4-1 of this code.

5-1-4720: IMPOUNDINGMENT; DETERMINATION AND FORFEITURE HEARINGS; AND APPEALS:

In addition to any other provisions set forth in this chapter regarding the impoundment of animals, this section provides the general authority, requirements, fees and costs for impoundment.

A. Records Maintained: The humane Animal sShelter shall keep a record of all animals impounded, All impound which records shall at minimum contain a description of the animal, the place where, and the date when, taken into custody or when delivered to the humane shelter, the following information:

1. a description of the animal;
2. the reason the animal was seized;
3. the place where the animal was located when seized for impoundment;
4. the date and time when the animal was either taken into custody by an Authorized Officer, or delivered to the Animal Shelter by an officer, organization, or private citizen; and
5. the name and badge number of the Authorized Officer that seized or received the animal for impoundment. (1952 Code §6-07-24)

B. Authority To Impound; Policy:

1. A police officer, animal control officer or any other person may seize and impound all dogs at large. All animals seized must be immediately delivered to the humane shelter for impoundment.

1. Authority to Impound Animals at Large; Policy: An Authorized Officer, or individual citizen may seize any domestic animal at large within the City for impoundment. All animals seized must be immediately relinquished to a Humane Officer or delivered to the Animal Shelter for impoundment.
2. The owner of any animal taken up and impounded may recover possession of such animal upon payment to the humane shelter of the required license fee and fees authorized to be received and charged by the humane shelter. If the owner or representative of the owner of any animal taken up and impounded shall fail to pay the license fees and costs and fees of the pound within twenty four (24) hours after actual notice to the owner or representative of the owner, or within five (5) days after reasonable and diligent effort to notify the owner or representative of the owner, or within five (5) days after notice has first been posted pursuant to subsection E of this section, the humane shelter may dispose of an animal either through adoption, provided the new owner shall pay the license fee and the costs and fees as herein provided, or through euthanasia. (1952 Code §6-07-28)
2. Authority to Impound Prohibited Animals: An Authorized Officer who has probable cause to believe that an animal is a prohibited animal as defined in this chapter may confiscate and impound the animal immediately.
3. Authority to Impound Animals Subject to Quarantine: An Authorized Officer who has a reasonable belief that an animal is exhibiting rabies symptoms or has bitten any person and the bite breaks the skin, may immediately confiscate and impound the animal for quarantine.
4. Authority to Impound Dangerous or Potentially Dangerous Dogs: An Authorized Officer who has probable cause to believe that a dog has behaved in a manner consistent with the definition of a dangerous or potentially dangerous dog and poses a threat of serious harm to humans, livestock, or domestic animals, may immediately confiscate and impound the animal pending a determination hearing or thereafter.
5. Authority to Impound Abused Animals: An Authorized Officer who has probable cause to believe there has been a violation of the animal cruelty provisions of this chapter may immediately confiscate and impound the animal involved pending a forfeiture hearing.

C. Fees For Impounding:

1. The humane shelter shall be entitled to charge a fee for the keeping and selling of any animal, which fees shall be retained by the humane shelter as payment toward the costs and expenses incurred in the keeping and selling of such animal. The fees which may be charged by the humane shelter for impounding, keeping and selling any animal, to be paid upon redemption or sale of such animal, shall be in such amounts as established by the City Council.
2. The fee for impounding of a nonspayed or nonneutered dog shall be refunded by the humane shelter if the owner elects to have the dog spayed or neutered within forty five (45) days of release from the shelter. Proof of spaying or neutering must be provided to the humane shelter to receive this refund.
3. In addition to the foregoing, any person redeeming any dog or vicious animal, shall, prior to or at the time of the redemption, take out a license for same and fulfill all licensing requirements of this chapter, unless such dog or vicious animal shall already have a license for the calendar year.

~~4. A fraction of a day shall be deemed a full day, and a portion of a day in excess of any multiple to twenty four (24) hours, shall be deemed a day. (1952 Code §6-07-26; amd. 2019 Code)~~

C. Notification to Owner:

1. Notice to Owner of Impounded Animal at Large: Within twenty-four (24) hours upon the impoundment of an animal seized for being at large, the Animal Shelter shall make a reasonable and diligent effort to locate and notify the owner, if the animal has traceable identification (e.g., tag, microchip, etc.) This notification may be made by letter, telephone or other available means.
2. Notice to Owner of Impounded Dangerous or Potentially Dangerous, Prohibited, Forfeited, or Quarantined Animal: The Animal Shelter shall provide written notice to the owner of any animal that is impounded for being dangerous or potentially dangerous, forfeited, or subject to quarantine. Such notice shall be provided within three (3) business days from the receipt of the animal.
3. Public Posting of Notice: If an impounded animal's owner is unknown, a notice shall be publicly posted either on the Animal Shelter's website or at the Animal Shelter's facility in a location that is visible to the public.

D. Redemption Of Impounded Animal:

- ~~1. Any animal impounded because it was found running at large or without a license, may be redeemed by the owner prior to the sale or destruction of such animal, by paying all charges against the same, as provided by this section.~~
- ~~2. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. (1952 Code §6-07-25)~~

D. Impound Costs and Fees:

1. Owner Liable: The owner shall be liable for the reasonable costs and fees for the care, keeping, and disposal of any animal that is impounded under the provisions of this chapter. Reasonable costs may include, but are not limited to, transportation, medical, board, and shelter costs. All costs and fees shall be paid in full upon the redemption or disposal of an impounded animal.
2. Fees for Non-spayed or Non-neutered Dogs: The fee for impounding of a non-spayed or non-neutered dog shall be refunded by the Animal Shelter if the owner elects to have the dog spayed or neutered within forty-five (45) days of release from the shelter. Proof of spaying or neutering must be provided to the Animal Shelter to receive this refund.
3. Counting of Days for Impound Costs and Fees Calculation: A fraction of a day shall be deemed a full day, and a portion of a day in excess of any multiple to twenty-four (24) hours, shall be deemed a day.

~~E. Sale; Notice: At any time after any horse, mule, any kind of cattle, hog or any stock animal, shall have been impounded, the humane shelter, shall give notice of sale by posting a notice at the humane shelter, describing the animal impounded, and notifying the owner to pay the charges thereon and remove same prior to the time fixed for the sale thereof; and that, otherwise, the animal will be sold at a public sale at a time and place named in said notice, which time shall be not less than five (5) days from the date of the posting of such notices.~~

E. Redemption of Impounded Animals; Timeframes:

1. Redemption of Impounded Animal at Large: Any animal impounded for being at-large may be redeemed by the owner within a certain period upon payment to the Animal Shelter of any and all applicable fees and costs.
2. Timeframe for Redemption of Impounded Animal at Large: From the date of the notice of impoundment, the owner of an at-large dog has five (5) business days, and the owner of any other at-large animal species has three (3) business days to redeem such animal. Failure to redeem an animal within these timeframes shall result in the animal being subject to disposal through adoption, sale, or euthanasia by the Animal Shelter in its sole discretion.
3. Redemption of Impounded Dangerous or Potentially Dangerous Dogs, or Animals Subject to Forfeiture or Quarantine: If a dangerous or potentially dangerous dog, or an animal subject to forfeiture or quarantine is redeemable under the provision of this chapter, such animal shall not be released to its owner until all outstanding impoundment fees and costs are paid. Additionally, no dangerous or potentially dangerous dog may be redeemed until the owner fulfills all license, registration, and insurance requirements as set forth in this chapter.
4. Timeframe for Redemptions of Impounded Dangerous or Potentially Dangerous Dog, or an Animal Subject to Forfeiture or Quarantine: If a dog that is impounded for being dangerous or potentially dangerous, or an animal is impounded for being subject to forfeiture or quarantine is redeemable, the time frames to redeem such animal shall be subject to other provisions of this chapter, the Idaho Code relating to animal care and control, or as provided by the order of a court, or authorized hearing officer. Any animal that can be redeemed by its owner but has not been within the proscribed time frames, is subject to disposal through adoption, sale, or euthanasia by the Animal Shelter in its sole discretion.

~~F. Adoption: The Director of the Humane Society shall have the authority to adopt out animals unclaimed by owner after five (5) days of impoundment. (1952 Code §6-07-27)~~

F. Disposal of Unredeemed Animals; Notice of Sale: Any animal not redeemed within the proscribed time frames for redemption may be disposed of through adoption, sale, or euthanasia by the Animal Shelter in its sole discretion.

~~G. Destruction Of Diseased Animals: Any animal impounded hereunder and suffering from serious injury or disease, may be euthanized at the discretion of the humane shelter. (1952 Code §6-07-29)~~

G. Destruction of Suffering, Diseased, or Severely Injured Animals: Irrespective of any other provision of this section, if in the written determination of a licensed veterinarian, an impounded animal is experiencing extreme pain or suffering, or is severely injured or diseased, and therefore not likely to recover, it may be immediately euthanized.

H. Determination Hearings:

1. Abused Animal Forfeiture Hearing: In the event that an Authorized has probable cause to believe that an animal has been subjected to abuse in violation to the animal cruelty provisions set forth in this chapter, such officer may petition for a forfeiture hearing for the animal involved. Either the Chief of Police, Director of the Animal Shelter, or their respective designees, are empowered to convene a forfeiture hearing.

2. Dangerous or Potentially Dangerous Dog Determination Hearing: In the event that an Authorized Officer has probable cause to believe that a dog is dangerous or potentially dangerous, either the Chief of Police, Director of the Animal Shelter, or their respective designees, are empowered to convene a hearing to determine whether the dog in question is dangerous or potentially dangerous pursuant to the provisions set forth in this chapter.

3. Investigation; Hearing Notice: The Animal Shelter Director, Chief of Police, or designee shall conduct, or cause an investigation to be conducted, and shall notify the animal's owner in writing of the following information:

a. the date, time and location of the hearing to be held regarding the animal;

b. that the animal's owner will have an opportunity at that hearing to present evidence and testimony regarding whether the dog should not be declared dangerous or potentially dangerous, or alternatively, should not be forfeited for cruelty;

c. that the hearing shall be held promptly, no sooner than five (5) business days and no longer than ten (10) business days after service of hearing notice upon the animal owner; and

d. that the hearing shall be informal and open to the public.

4. Hearing:

a. Limited Subject Matter; Burden of Proof: The hearing shall be limited to the question of determination of the dog as dangerous or potentially dangerous, or the forfeiture of an animal. At the hearing, the City shall have the burden of establishing probable cause that the animal behaved in a dangerous or potentially dangerous manner or that the animal involved was subjected abuse in violation to the animal cruelty provisions of this section.

b. Criminal Conviction: A finding of guilt in the underlying criminal case will create a permissive inference that probable cause exists for the determination or forfeiture proceeding.

c. Hearing Decision: The animal's owner shall be notified of the determination in writing within five (5) business days of the hearing. If probable cause is found at the hearing to support the determination or forfeiture petition, the owner shall timely comply with all the requirements resulting from the decision in accordance with the provisions of this chapter. A dog determined to be dangerous, additionally may be ordered to be euthanized or otherwise forfeited for disposal at the Director of the Animal Shelter's discretion.

d. Return of Animal if Probable Cause Not Found at Hearing: If, after the hearing, it is determined that no probable cause exists, the animal shall be returned to its owner, and the owner shall not be responsible for any costs of the seizure, care, or treatment, unless the person later pleads guilty to or is found guilty of an underlying charge in violation of this chapter.

5. Waiver of Hearing:

a. An owner may waive the right to a hearing by accepting in writing the determination of the dog being classified as a dangerous or potentially dangerous, and thereafter complying with all restrictions placed on the animal pursuant to this chapter.

b. An owner may waive the right to a hearing by voluntarily forfeiting in writing the animal subjected to abuse to the City for disposal as the Animal Shelter solely deems appropriate.

I. Appeal of Hearing Decision:

1. Request for Appeal of the Hearing Decision: If the animal's owner wishes to contest the hearing determination, he or she must within five (5) business days of such determination, request in writing to the Clerk's Office that an appeal hearing be scheduled. Failure of timely filing of an appeal shall result in an automatic denial of such request.
2. Information Required: A written request for an appeal of a determination or forfeiture hearing decision must include all of the following information: (1) the name of the animal owner; (2) whether the owner will be represented by legal counsel at the appeal hearing; (3) the reasons for which the appeal is request with specificity; (4) the remedy requested; (5) whether the owner is requesting a stay of the disposal of the animal based on the determination or forfeiture decision; and (6) the owners availability for an appeal hearing with the next seven (7) to fifteen (15) business days. All appeals which request a stay of the disposal of the animal by the Animal Shelter pending the outcome of the appeal hearing must accompany a surety bond as set forth in this chapter.
3. Stay of Animal Disposition: Upon request in the owner's written request for appeal and posting of the required surety bond, the disposal of the animal by the Animal Shelter shall be stayed pending the appeal decision. Failure to post the required surety bond for the care of the animal pending the appeal outcome shall result in a denial of the stay of the disposition of the animal by the Animal Shelter.
4. Hearing Scheduled; Notice: The Clerk's Office shall schedule an appeal hearing to be presided over by a third-party hearing officer. Notice of the hearing date, time, and other instructions shall be provided to the animal owner in writing by the Clerk's Office.
5. Hearing Officer; Authority; Bond: The Hearing Officer shall have and exercise the power to regulate the proceedings and to do all acts and to take all measures necessary or proper for the efficient performance of the Hearing Officer's duties under this article. The Hearing Officer shall have all powers of the City for the hearing of these matters, may issue subpoenas in the name of the City, may rule upon the admissibility of evidence, may put witnesses under oath and may examine them and may call the parties to the action and examine them upon oath. No Hearing Officer has the jurisdiction to invalidate any federal or State statute, ordinance, rule or regulation, or court order.
6. Burden of Proof: The Hearing Officer shall hear the matter de novo to make a determination pursuant to the provisions of this chapter. The issue shall be decided upon the preponderance of the evidence.
7. Decision Of Default For Failure To Appear: If an animal owner fails to appear at the review hearing, the Hearing Officer shall enter a proposed decision of default. The proposed decision of default may be rescinded if, within seven (7) business days of the date of mailing, the animal owner submits a written explanation for not appearing, which the Hearing Officer finds substantial and reasonable.
8. Decision: The Hearing Officer shall make findings of fact and conclusions of law as appropriate and issue a written decision. The Hearing Officer shall file the report with the Clerk's Office, along with the recording of the proceedings, transcripts, if any, minutes, evidence, and original

exhibits offered or received at the hearing. The Hearing Officer shall cause an audio or video recording to be made of the hearing. The Hearing Officer shall transmit a copy of the decision to all persons entitled to notice within fifteen (15) business days of the hearing, and shall become effective three (3) business days after the date the decision is mailed or hand delivered to the applicant or licensee. Failure of the Hearing Officer to issue a report within fifteen (15) business days shall not invalidate the decision. If the hearing officer finds probable cause to support the determination or forfeiture of the animal, the decision shall establish a time schedule, if applicable, to ensure compliance with this chapter, which no case shall be more than thirty (30) days from the date of the Hearing Officer's determination.

J. Hearing and Case Delays Prohibited; Not to be used as evidence in criminal case:

1. Delays Prohibited: No determination or forfeiture hearing or appeal thereof as provided in this chapter shall be used as a basis for a continuance or delay in the criminal case, nor shall proceedings in the criminal case, other than dismissal, be used as a basis to delay or continue the forfeiture proceeding.
2. Not Evidence in Criminal Case: To protect the right of any criminal defendant to avoid self-incrimination, while seeking an expedient determination of the animal involved, all evidence and testimony provided in a determination or forfeiture hearing or an appeal thereof shall not be admissible in the criminal case.

K. Security Deposit or Bond Pending Appeal:

1. Security Deposit or Bond for Animal Care Costs: Upon request to stay the disposition of an animal pending an appeal on the determination or forfeiture hearing decision, the owner shall post a security deposit or bond with the Clerk's Office. The amount of the security deposit or bond shall be in an amount determined by the City Clerk to be sufficient to repay all reasonable costs incurred, and anticipated to be incurred, for the care of the animal for at least thirty (30) days including the day of seizure and impoundment. The Animal Shelter may draw from that security deposit or bond reasonable costs in keeping and caring for the animal from the date of the impoundment to the date of final disposition of the animal. At the end of the time for which expenses are covered by the security deposit or bond, if the animal's owner desires to prevent disposition of the animal, the owner shall post a new security deposit or bond with the Clerk's Office, which must be received before the expiration date of the previous security deposit or bond.
2. Failure to Post or Renew a Security Deposit or Bond: At the end of the time for which expenses are covered by the security deposit or bond, or if no security deposit or bond has been posted in accordance with this section, the Animal Shelter may dispose of the animal as set forth in this chapter. The animal's owner shall be liable for all unpaid reasonable fees and costs of the care, keeping, or disposal of the animal. Posting of the security deposit or bond shall not prevent Animal Shelter from disposing of the impounded animal before the expiration of the period covered by the security deposit or bond if the hearing officer or a court of law orders the forfeiture of the animal or the owner relinquishes the animal.
3. Remittance of Security Deposit or Bond Overage: Upon disposition of the animal, any remaining funds deposited with the City Clerk which have not, and will not be expended in the care, keeping, or disposal of the animal shall be remitted to the owner of the animal.

5-1-4821: LIABILITY OF PARENTS FOR MINORS OWNING ANIMALS:

In the event that the owner of any animal is a minor, the parent or guardian of such minor shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by said animal. (1952 Code § 6-07-16)

5-1-22: SALE OF COMMERCIALLY BRED DOGS AND CATS IN RETAIL STORES PROHIBITED:

A. Prohibition: It shall be unlawful for any person to offer for sale any live dog or cat in a retail business within the City, except for dogs and cats obtained from an animal care and control agency, animal care facility, animal shelter, or non-profit rescue that does not breed dogs or cats, or obtain dogs or cats from a person who breeds or resells such animals for payment or compensations.

B. Breeder Exemption: This section shall not prohibit the private breeding of dogs and cats for direct sales between the breeder and the consumer.

5-1-23: TRANSFER OF ANIMALS UPON PUBLIC PROPERTIES PROHIBITED:

A. It shall be unlawful for any person to offer to sell or otherwise transfer ownership of any animal to another while upon public property, including but not limited to, parks, streets, alleys, sidewalks, or other public rights-of-way within the City.

B. Exceptions: The prohibitions of this section shall not apply to the following circumstances:

1. The transfer of ownership of a production animal as defined in Idaho Code Title 25, Chapter 35;
2. The transfer of ownership through sales conducted by a public body or public officer acting in his or her official capacity;
3. The transfer of ownership takes place at an animal show or exhibition conducted by and for persons who are regularly engaged in the practice of breeding animals for show or exhibition;
4. The transfer of ownership is conducted by an animal care and control agency, animal care facility, an animal shelter, or a non-profit rescue.

5-1-1924: NONLIABILITY OF CITY:

The City shall not in any manner be liable by reason of any act done by the humane Animal sShelter, or any of its officers or employees, whether in the performance of the duties prescribed by this chapter, or otherwise, except as otherwise stated in the contract between the City and the animal control contractor. (1952 Code § 6-07-33)

5-1-20: UNIFORM CITATIONS; FINES AND PROCEDURE:

~~A. Citations; Payment In Lieu Of Court Appearance: The uniform citation shall be used by the s, peace officers and City Clerk in the enforcement of this chapter. Fines of one hundred dollars (\$100.00) or less may be paid by mail. All other fines or penalties shall require a court appearance. Any offense hereunder may be prosecuted by complaint. (1952 Code § 6-07-15)~~

~~B. Administrative Procedure:~~

- ~~1. In order to eliminate burdening the court system with violations of dog licensing and running at large ordinances, and as a convenience to the public, the named defendant on the uniform citation alleging such a violation under this chapter may pay the fixed penalty, including any required~~

~~license fees, to the City Clerk within ten (10) days of the issuance of the uniform citation. The following license fees and fixed penalties shall be imposed for violations of dog licensing and running at large ordinances under this chapter:~~

~~a. If any dog is licensed, but the dog's license tag is not attached to its collar as required by subsection 5-1-4D of this chapter, a penalty of ten dollars (\$10.00).~~

~~b. If any dog is found unlicensed sixty (60) days after the license renewal date, January 1, in violation of subsection 5-1-4A of this chapter, the license fee prescribed by subsection 5-1-4A of this chapter, plus a penalty of twenty five dollars (\$25.00) for failure to license the dog.~~

~~c. If any dog is found running at large in violation of subsection 5-1-4E of this chapter, a penalty of twenty five dollars (\$25.00) for the first dog running at large ordinance violation, and, within any calendar year, fifty dollars (\$50.00) for a second dog running at large ordinance violation. Any subsequent violation in any calendar year shall be at the discretion of the court.~~

~~2. All fees and penalties collected as prescribed by subsection B1 of this section shall be accounted for in the time and manner provided by subsection 5-1-2B of this chapter.~~

~~3. In the event payment is not made in accordance with the administrative procedure set out herein, the uniform citation alleging an ordinance violation shall be filed in the Magistrate Division of the District Court. (1952 Code § 6-07-36)~~

5-1-2125: PENALTY:

~~A. Violation of sections 5-1-13 and 5-1-14 of this chapter is punishable by a maximum three hundred dollar (\$300.00) fine or imprisonment in the County Jail for a term not to exceed six (6) months, or both. Regardless of the form of judgment, the court shall impose a minimum mandatory ten (10) days jail. Any person found in violation of provisions of this chapter that are deemed to be infractions, is subject to the penalty as provided in section 1-4-2 of this Code. There is no right to a trial by jury of a citation or complaint for an infraction. Such trials shall be held before the court without a jury.~~

~~B. Except as otherwise provided herein, Any person found in violating on any of the provisions of this chapter that are deemed to be misdemeanors, is subject to the penalties as provided in section 1-4-1 of this Code for which a fixed penalty had not been designated is guilty of a misdemeanor, which is punishable by a fine not to exceed three hundred dollars (\$300.00) or by imprisonment in the County Jail for a term not to exceed six (6) months, or by both such fine and imprisonment. (1952 Code §6-07-37)~~