

# Chapter 1

## ANIMALS

### 5-1-1: LEGAL AUTHORITY:

### 5-1-2: PURPOSE:

### 5-1-3: SCOPE:

### 5-1-4: DEFINITIONS:

### 5-1-5: ADMINISTRATIVE PROVISIONS FOR ANIMAL CONTROL CONTRACTORS; ANIMAL SHELTER:

### 5-1-6: DOG LICENSING:

### 5-1-7: DOG REGULATIONS:

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

### 5-1-9: NONCOMMERCIAL KENNELS LICENSING:

### 5-1-10: RABIES VACCINATION; QUARANTINE:

### 5-1-11: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

### 5-1-12: PROHIBITED ANIMALS:

### 5-1-13: NUISANCES:

### 5-1-14: CRUELTY TO ANIMALS:

### 5-1-15: USE OF ANIMAL TRAPS:

### 5-1-16: COMMANDING ANIMAL TO ATTACK:

### 5-1-17: INTERFERENCE WITH OFFICIALS:

### 5-1-18: DRIVING OR RIDING ANIMALS:

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

### 5-1-20: IMPOUNDMENT; DETERMINATION AND FORFEITURE HEARINGS; AND APPEALS:

### 5-1-21: LIABILITY OF PARENTS FOR MINORS OWNING ANIMALS:

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

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

### 5-1-24: NONLIABILITY OF CITY:

### 5-1-25: PENALTY:

### 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:**

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 intentional or negligent act, course of conduct, or omission resulting in an animal dying, suffering, or being injured, including but not limited to bruising, bleeding, malnutrition, dehydration, burns, fractures or breaks of any bones, subdural hematoma, or soft tissue swelling of the animal.

**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 AGENCY:** An organization with which the City may contract 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 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.

**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 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, 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.

**IMPOUNDED (IMPOUND, IMPOUNDMENT):** Taken into the custody of the 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 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.

#### **5-1-5: ADMINISTRATIVE PROVISIONS FOR ANIMAL CARE AND CONTROL AGENCIES; 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.

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.

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.

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.

#### **5-1-6: DOG LICENSING:**

A. License Required:

1. No person shall own, harbor, keep, or possess a dog over the age of sixteen (16) weeks within the City without first procuring a dog license as provided by this chapter.

2. Exception: Persons visiting in the City with a dog that they own or are in possession of shall not be required to obtain a City dog license, if the visit does not exceed thirty (30) consecutive days.

B. 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, an Animal Care and Control Agency, or an Animal Shelter or other designated agent.

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. 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. Waiver Of Fees: License fees shall be waived for any service dog residing at its owner's property within the City. In order to receive such waiver, application shall be made by any owner directly to the City Clerk.

F. 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 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.

G. Imitation License Tags: No person shall 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. 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 combination of four (4) such animals, unless the owner or person in charge first procures 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: The owner or person in charge of the household premises shall apply for a noncommercial kennel license from the City Clerk.
- 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.
- E. Referral To Health Department: The application shall be submitted in duplicate and one 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 shall make its report of whether or not the location and operation of the applicant's proposed noncommercial kennel complies with health regulations. In the event that the Central District Health Department report denies approval of the location or operation of the proposed noncommercial kennel, then no license shall be issued by the City.

- F. Nontransferable; Term: All noncommercial kennel licenses shall not be transferable and shall expire December 31 of the year in which issued.
- G. Zoning Regulations Applicable: The issuance of a noncommercial kennel license shall not obviate any of the provisions of this chapter or be deemed to vary or alter any of the zoning regulations of the City.
- H. 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.
- I. Suspension Or Revocation: Any licensee who violates any provision of this chapter or any statute or ordinance regarding the operation of the noncommercial kennel, fails to comply with any of the conditions under which any license shall be issued shall be subject to have such 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.
- J. Inspections: The City Clerk shall inspect, or cause to be inspected, every noncommercial kennel facility 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.

#### **5-1-10: RABIES VACCINATION; QUARANTINE:**

##### **A. Rabies Vaccination Requirements:**

1. Vaccination Required: The owner or custodian of any dog or cat within the City shall vaccinate such animal against rabies within thirty (30) days of:
  - 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. 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, 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. 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:

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. 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. 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 Animal Shelter Director.

#### **5-1-11: DANGEROUS AND POTENTIALLY DANGEROUS DOG**

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. 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. 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. 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. 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. 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. 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. 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 police 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.

### **5-1-12: 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.

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 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.

### **5-1-13: 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 Noise 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. 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. 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. 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. 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.

#### **5-1-14: 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. 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
  - e. A clean and wholesome environment in which to live, free from excessive waste or other contaminants that could affect the animal's health; or
  - f. 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 where 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.

D. Penalties: Any person violating any provision of this section shall be guilty of a misdemeanor and, 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 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 animal shelter. All costs incurred for the maintenance of such animal will be paid by the person charged with the offense.

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.

#### **5-1-15: USE OF ANIMAL TRAPS:**

The 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. No person shall disturb or injure such trap or animal confined therein.

#### **5-1-16: COMMANDING ANIMAL TO ATTACK:**

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.

#### **5-1-17: INTERFERENCE WITH OFFICIALS:**

It shall be unlawful for any person to willfully hinder, delay, obstruct, or interfere with any Authorized Officer in the discharge, or attempt to discharge the officer's duties as proscribed in this chapter, Title 7, Chapter 7, Article A of this Code, or the Idaho Code provisions related to animal care and control.

#### **5-1-18: 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 for roadways, trails, or other areas designated for such use.

#### **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 an 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.

### **5-1-20: IMPOUNDMENT; 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 Animal Shelter shall keep a record of all animals impounded. All impound records shall at minimum contain 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.

B. Authority To Impound; Policy:

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. 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. 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. 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. 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. 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 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.

**5-1-21: 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.

### **5-1-22: SALE OF COMMERCIALY 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.

### **5-1-24: NONLIABILITY OF CITY:**

The City shall not in any manner be liable by reason of any act done by the Animal Shelter, 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.

### **5-1-25: PENALTY:**

A. 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 violation 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.