

ORDINANCE NO. _____, SERIES 2023

AN ORDINANCE AMENDING THE LOUISVILLE METRO CODE OF ORDINANCES CHAPTER 91 PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES (AMENDMENT BY SUBSTITUTION).

SPONSORED BY: COUNCIL MEMBERS PIAGENTINI AND KRAMER

WHEREAS, current federal, state, and local regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores;

WHEREAS, most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and most pet store dogs and cats come from puppy mills and kitten mills;

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of adequate exercise and enrichment; and lack of sanitation;

WHEREAS, pet store puppies are often sick and have behavioral problems because of the substandard conditions they were born into, including: being taken from their mothers at a very young age; being transported in trucks filled with other young puppies; and being placed in a pet store cage with or near other puppies who are often sick;

WHEREAS, current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats

from puppy and kitten mills pose, and federal oversight of the commercial breeding industry is severely lacking;

WHEREAS, the vast majority of pet stores, both large chains and small, family-owned shops, already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events;

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, the Louisville Metro Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its residents, protect citizens who may purchase dogs or cats from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Louisville Metro.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: The following definitions in Louisville Metro Code of Ordinances ("LMCO") Section 91.001 are hereby amended or added as follows:

§ 91.001 DEFINITIONS.

ANIMAL DEALER. Any person engaging in the business of buying and/or selling any animal or animals, including fish, for the purpose of resale to pet shops, research facilities, another animal dealer or to another person, including the sale of any animal from any roadside stand, booth, flea market or other temporary site. (Persons buying or selling animals fit and destined for human consumption and agricultural uses as defined in this

chapter are not included in this definition. Agricultural uses as defined in this chapter are not included in this definition.) **ANIMAL DEALERS** are also subject to the provisions of §§ 91.090 through 91.101 and § 91.123 of this chapter.

ANIMAL RESCUE ORGANIZATION. A non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" does not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from a person that breeds animals.

ANIMAL SHELTER. Any premises designated and/or operated by the Metro Government for the purpose of impounding and caring for animals seized, stray, homeless, abandoned, unwanted or surrendered animals, held under authority of this chapter.

CAT. Of the species Felis Catus, regardless of age. ~~A domestic cat four months of age or older~~

DOG. Any member of the species Canis Familiaris, regardless of age. ~~Any domestic canine four months of age or older~~

PET SHOP. ~~Any person engaged in the business of breeding, buying, selling at retail or as a broker of animals, including fish, of any species for profit-making purposes, except~~

farming operations that breed, buy, or sell at retail pursuant to and in conjunction with their agricultural use shall not be considered pet shops for purposes of this chapter.

RETAIL PET STORE means a commercial establishment that sells or offers for sale animals on its premises at retail and notwithstanding what type of license the establishment holds or whether the establishment is licensed.

SELL OR OFFER TO SALE. To display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

SECTION II: LMCO Section 91.124 is hereby amended as follows:

§ 91.124 ~~PET SHOPS.~~ RETAIL PET STORE.

(A) All ~~pet shops~~ retail pet stores, as defined herein, including ~~pet shops~~ Retail Pet Stores that run in conjunction with another holding facility, shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) There shall be available hot water at a minimum temperature of 140° F., for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water shall be available to all species at all times. Containers are to be cleaned and disinfected each day. All water containers shall be mounted so the animal cannot turn them over and be of the type that are removable for cleaning.

(C) Room temperature of the shop shall be maintained at a level that is healthful for every species of animals kept in the shop.

(D) All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn, and lie down in the natural position. Each cage must be cleaned and disinfected each day.

(E) All animals under three months of age are to be fed at least three times per 24 hours. All animals from three months to nine months of age are to be fed at least two times per 24 hours. All other animals must be fed at least one time per 24-hour period. Food for all animals shall be served in a clean dish so mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning.

(F) Each bird must have sufficient room to sit on a perch. Perches shall be placed horizontal to each other in the same cage. Cages must be cleaned everyday, and cages must be disinfected when birds are sold or as otherwise transferred. Parrots and other large birds shall have separate cages from smaller birds.

(G) There shall be sufficient clean, dry bedding to meet needs of each individual animal.

(H) All animals must be fed and watered, and all cages cleaned every day, including Sundays and holidays.

(I) Each purchase of a dog, cat, ~~puppy, kitten~~, or ferret shall be provided with a copy of § 91.141 by the pet shop, along with a Metro Government dog/cat license application.

(J) During regular business hours, no animal can be kept outside of public view with the exception of those under medical quarantine or care.

(K) Retail Pet Shops shall be subject to random monthly inspections by Louisville Metro Animal Services.

SECTION III: LMCO Section 91.141 is hereby amended as follows:

§ 91.141 PUPPIES, DOGS, KITTENS, CATS, AND FERRETS; CERTIFICATION AS UNFIT FOR PURCHASE OR ADOPTION.

(A) No pet shop, animal dealer, or other party, whether individual, organization, or establishment, shall sell or offer for adoption any ~~puppy~~, dog, ~~kitten~~, cat, or ferret which is unfit for purchase. The purchaser or adoptee of a ~~puppy~~, dog, ~~kitten~~, cat, or ferret from a pet shop, animal dealer, or other party, which suffers or dies of a disease or parasitic infection, must have these conditions or death certified by a veterinarian within 30 days of the purchase date as evidence that the animal was unfit for purchase. Any ~~puppy~~, dog, ~~kitten~~, cat, or ferret which suffers from any congenital or hereditary condition must be certified as unfit for purchase by a veterinarian within one year of the date of purchase.

(B) In the event that a ~~puppy~~, dog, ~~kitten~~, cat, or ferret is certified as unfit for purchase or adoption, and such certification is presented in writing to the pet shop, animal dealer, or other person, within 72 hours of the veterinary certification, the owner or purchaser may choose one of the following options and the pet shop, animal dealer or other party shall be obligated to fulfill the conditions of the chosen option.

(1) The owner or purchaser may return the ~~puppy~~, dog, ~~kitten~~, cat, or ferret for a full refund of the purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the ~~puppy~~, dog, ~~kitten~~, cat, or ferret, to any veterinary fees incurred relating to the disease, defect, or infection; veterinary fees directly related to the veterinarian's examination and certification that the ~~puppy~~, dog, ~~kitten~~, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect, or infection.

(2) The owner or purchaser may return the ~~puppy~~, dog, ~~kitten~~, cat, or ferret for an exchange equal to the full purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the ~~puppy~~, dog, ~~kitten~~, cat, or ferret to any veterinary fees incurred relating to the disease, defect or infection; veterinary fees directly related to the veterinarian's examination and certification that the ~~puppy~~, dog, ~~kitten~~, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect or infection.

(3) The owner or purchaser may retain the ~~puppy~~, dog, ~~kitten~~, cat, or ferret and attempt to cure the disease, defect, infection, or to ameliorate the condition caused by the disease, defect, or infection. The pet shop, animal dealer, or other person shall be responsible for the cost of veterinary fees incurred related to the disease, defect, or infection for which the ~~puppy~~, dog, ~~kitten~~, cat, or ferret was certified as unfit, up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.

(4) The owner or purchaser of a ~~puppy~~, dog, ~~kitten~~, cat, or ferret which dies from the disease, defect, infection or condition for which it is certified as unfit for purchase may receive a full refund of the purchase price of the ~~puppy~~, dog, ~~kitten~~, cat, or ferret plus tax in addition to any veterinary fees incurred relating to the disease, defect or infection up to the full purchase price of the ~~puppy~~, dog, ~~kitten~~, cat, or ferret plus tax.

(5) The pet shop, animal dealer, or other party may contest a demand for veterinary expenses, refund, or exchange made by a purchaser or owner if done so in writing within two days of the owner's or purchaser's presentment of a certificate of unfitness. In the event that the pet shop, animal dealer, or other party wishes to contest

a demand for veterinary expenses, refund, or exchange made by the purchaser or owner pursuant to this section, the pet shop, animal dealer or other party shall have the right to require the consumer to produce the ~~puppy~~, dog, ~~kitten~~, cat, or ferret for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the seller/provider of the animal are unable to reach an agreement which constitutes one of the options set forth in subsections (B)(1) through (4) within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such reimbursement of veterinary expenses, refund or exchange.

(6) Contracts that are inconsistent with, conflict with, attempt to define and/or restrict, or violate the terms of this section are void and unenforceable.

(7) Repeated violations of this section shall be sufficient grounds for revocation of a Retail Pet Store's ability to sell cats and dogs and/or the opportunity to sell cats and dogs from a specific source.

(C) In addition to the other requirements of this section, the owner of each dog, cat or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal including their place of birth. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. This information shall also be posted on the cage/kennel housing the animal. In the case of adoption from a licensed animal welfare group or government-operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom. All records shall be available to MAS. Such records shall also contain, other than if being adopted from a shelter, if the animal originates from:

(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal and all information relevant to the certification/accreditation from the American Kennel Club.

(2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s) and all information relevant to the certification/accreditation from the American Kennel Club.

(3) Outside Kentucky, all information relevant to the certification/accreditation from the American Kennel Club.

(D) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.

SECTION IV: LMCO Section 91.142 is hereby repealed and replaced as follows.

§ 91.142 WAIVER.

~~—(A) A purchaser may sign a waiver knowingly relinquishing all of the above rights specified in § 91.141(B). The waiver must include the following language:~~

~~—“These are your rights under Chapter 91 of the Metro Government Code of Ordinances. If you purchase or adopt any puppy, dog, kitten, cat, or ferret and:~~

~~—(1) Within 30 days after such purchase, the animal is certified by a veterinarian as having been unfit for purchase or adoption because it suffers from, or dies as a result of, a disease or parasitic condition; or~~

~~—(2) Within one year of the date of purchase, the animal is certified by a veterinarian as suffering any congenital or hereditary condition;~~

~~—Then you have the right to return the animal to the seller within 72 hours of the veterinary certification and receive a full refund or exchange of equal value, or you may keep the animal and attempt to cure the condition. You may also recover certain qualified veterinary fees up to the purchase price of the animal. If you sign this waiver, you will lose these rights."~~

~~—(B) The waiver must be in bold print and signed by the buyer. If such a waiver is signed by the buyer, the pet shop, dealer, or other person may offer his or her own warranty, or sell the puppy, dog, kitten, cat, or ferret "as is."~~

~~—(C) In addition to the other requirements of this section, the owner of each dog, puppy, cat, kitten, or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. In the case of adoption from a licensed animal welfare group or government-operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom, and if previously owned, the name and address. This record shall be available to MAS.~~

~~—(D) The document shall also contain, other than if being adopted from a shelter, if the animal originates from:~~

~~—(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal.~~

~~— (2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s), and the United States Department of Agriculture (USDA) animal dealer license number (if applicable) of the owner that produced the litter or individual animal, dog, cat, or ferret.~~

~~— (3) Outside Kentucky, the USDA animal dealer license number (if applicable) of the owner that produced the litter or individual animal.~~

~~(E) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.~~

§ 91.142 SALE OF CATS AND DOGS.

(A) Notwithstanding any other provision of law, it shall be unlawful for a Retail Pet Store, as defined in this section, to sell or offer for sale a dog or cat, unless,

(1) The source of the dog is registered and in good standing with the American Kennel Club. The Retail Pet Stores placing the animal for sale must acquire the animal from the original breeder/owner which is registered and in good standing with the American Kennel Club. Proof regarding standing with the American Kennel Club must be provided to the buyer at the time of purchase;

(2) The dog or cat is current on all required vaccinations. Proof of the vaccination status must be provided to the buyer at the time of purchase;

(3) All animals sold at Retail Pet Stores shall be microchipped and registered to the new owner.

(B) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, booth, flea markets, roadside stand, temporary site or parking lot regardless of whether such access is authorized by the owner.

(C) Nothing in this section shall be construed to prohibit the provision of space to an animal rescue group or an animal shelter, as defined, to publicly showcase dogs or cats available for adoption; provided that the provider does not maintain an ownership interest in any of the animals offered for adoption or receive a fee for providing such space. Nor shall this section prohibit the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

SECTION V: LMCO Section 91.999 is hereby amended as follows:

§ 91.999 PENALTY.

(B) *Civil penalty.*

(1) Any person cited for a civil offense under this chapter may be subject to a civil penalty. Any person cited pursuant to this subsection may pay the minimum civil penalty within seven days from the date of issuance or request a hearing of such penalty by the Code Enforcement Board ("Board") in accordance with §§ 32.275 et seq. If the person fails to respond to the citation within seven days as referenced above, the person shall be deemed to have waived the right to a hearing.

(2) Any person cited for a civil offense under this chapter, unless otherwise specified, shall be subject to a penalty of not less than \$150 nor more than \$1,000. Penalties for each subsequent offense shall be cumulated as multiples of the number of previous offenses.

(3)(a) Any person, firm, or corporation cited for a civil offense under § 91.141 shall be subject to a penalty of not less than \$500 for a first offense, \$1000 for a second offense and \$2500 for any subsequent offenses.

(b) In addition to the penalties provided for in § 91.999(B)(3)(a), the Director is authorized to enforce the provisions of this Chapter through declaratory, injunctive and other civil actions filed in any court of competent jurisdiction.

~~(3)~~(4) Notwithstanding any other provision of subsection (B) under this chapter, no violation shall constitute a civil offense, if the same conduct regulated by this chapter also constitutes a criminal offense under any provision of the Kentucky Revised Statutes.

~~(4)~~(5) The Director may waive or reduce any civil penalty set forth in this subsection (B) due to financial hardship or on the basis of income level, as the case may be, and/or (1) if the violator attends and satisfactorily completes an education or training course established under § 91.060, and/or (2) if the dog or cat is spayed or neutered, at the expense of the owner, as prescribed by the Director of Metro Animal Service.

SECTION VI: LMCO Chapter 91, Appendix A, is hereby amended as follows:

APPENDIX A: METRO ANIMAL SERVICES FEE SCHEDULE

<i>Type of License</i>	<i>Annual Fee</i>
Altered dog, cat or ferret license	\$10.00 (or \$27.00/3yrs, only when matched to triennial rabies vaccine)
Unaltered dog, cat or ferret license	\$60.00
Transfer of pet license mid-year	\$5.00
Potentially dangerous dog license	\$275.00
Dangerous dog license	\$500.00
Boarding kennel or cattery	0 - 5 runs and/or cages capacity; \$30.00
	6 - 25 runs and/or cages capacity; \$60.00
	26 - 50 runs and/or cages capacity; \$90.00
	51 - 75 runs and/or cages capacity; \$120.00
	76 - 100 runs and/or cages capacity; \$150.00

	101 + runs and/or cages capacity; \$180.00
Class A kennel or cattery	\$150.00 for 5 animals or less
Class B kennel or cattery	\$100.00 for 5 animals or less
Class C kennel	\$100.00
Multiple pet license	\$9.00 per animal up to 4 animals; \$8.00 per animal for 5 or more animals
Altered dog, cat or ferret belonging to a senior citizen (owner 65 years or older, two dogs, cats or ferrets per household)	1/2 of the normal dog, cat or ferret license fee, as set forth above
Pet shop <u>Retail pet shop</u>	\$125.00
Pet shop Retail Pet Shop (selling dogs, cats or ferrets)	\$300.00
Animal dealer (not selling dogs, cats or ferrets)	\$125.00
Animal dealer (selling dogs, cats or ferrets)	\$300.00
Circus	\$125.00
Circus with elephant rides	\$200.00
Theatrical exhibition	\$125.00
Riding or boarding stable	\$125.00

Type of License	Annual Fee
Animal drawn vehicle (one license per company)	\$125.00
Wildlife permit	\$125.00
Swine permit	\$10.00
Animal rescue organization and humane organizations	\$10.00
Miscellaneous	Fee
Late fee when license is more than 30 days overdue	\$15.00 plus 15% of the license fee per annum overdue
Small trap deposit	\$50.00
Large trap deposit	\$200.00
Trailer and corral charge	\$50.00 per trailer or corral used
Postage and handling for mail-in applications	\$0.50
Bark collar deposit	\$75.00
Bark collar usage	\$15.00
Microchip	\$25.00
Redemptions and Boarding	Fee*
Licensed domestic pets	\$15.00 plus \$10.00 per day
Unlicensed domestic pets	\$30.00 plus \$10.00 per day
Quarantine domestic pets	\$40.00 plus \$15.00 per day
Quarantine dangerous or potentially dangerous dog	\$100.00 plus \$25.00 per day

Impoundment	\$25.00
Livestock-large animals	\$50.00 plus \$15.00 per day
Livestock-small animals	\$10.00 plus \$5.00 per day
Incurred surgical, medical, diagnosis and veterinary treatment expenses must be added to redemption and boarding fees as determined by Metro Animal Services	

<i>Surgical, Medical and Veterinary Treatment</i>	
Vaccination (may be a voucher)	
(DHPP, FVRCP)	\$20.00 each
(Rabies)	\$8.00
(Bordetella)	\$10.00
Parasitic examination and/or treatment (may be a voucher)	\$15.00
Other medical and surgical treatment and/or diagnosis	Variable
<i>Violation Notice</i>	
	<i>Fee for Each Violation</i>
First violation notice	\$30.00
Second violation notice	\$60.00
Third violation notice	\$120.00
Fourth and subsequent violation notice	\$250.00
<i>Adoptions</i>	<i>As determined by Metro Animal Services</i>
Spay/neuter voucher	\$100.00 minimum
Spay/neuter rebate certificate	\$35.00

SECTION VII: This Ordinance shall take effect three (3) months upon passage and approval or otherwise becoming law.

Sonya Harward
Metro Council Clerk

Markus Winkler
President of the Council

Craig Greenberg
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:
Michael J. O'Connell
Jefferson County Attorney

BY: _____

O-193-23 Animal Ordinance Amendment LR 09-28-23