

**CHAPTER 3
ANIMALS**

- Article 1. General Provisions.**
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Article 3. Municipal Pound.
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Section 3-1. General Provisions.

The following words and phrases, when used in this Chapter, shall have the meanings prescribed in this Section, except in those cases where the context clearly indicates, or specifically provides for, a different meaning:

1. **Animal.** The word “animal” shall mean ***and include*** all vertebrate and invertebrate animals, whether domesticated or wild, including, but not limited to, bees, birds and fowl (including parakeets) cattle, cats, chickens, dogs, ducks geese, goats, fish, horses, livestock of all types, mammals (including elephants), rabbits, all reptiles, ***all amphibians, all*** rodents, sheep, swine and turkeys.
2. **Animal Control Officer:** The term “Animal Control Officer” shall mean the person(s) responsible for enforcement of the Town of Mountain Park, Oklahoma's Ordinances and regulations pertaining to animal control in ***the community.***
3. **Animal Shelter or Municipal Pound.** The term “Animal Shelter” or “Municipal Pound” shall mean any premises formally designated by the Town Board of Trustees for the purpose of impounding and caring for animals held under the authority of this Chapter, regardless of whether or not ***the*** premises are within or without the Municipality’s corporate boundaries, and regardless of whether or not ***the*** premises are under actual Municipal ownership or provided for under a contractual arrangement between the Town of Mountain Park, Oklahoma, and private sector owner(s) ***or another governmental entity.***
4. **At Large.** The term “at large” shall mean not securely confined by a fence or other means, on premises under the control of, or occupied by, the owner, and not under the control of the owner, a member of the immediate family over twelve (12) years of age, or an agent of the owner, by leash or otherwise, whether on the owner’s premises or not.
5. **Harboring.** The word “harboring” shall mean allowing any animal to habitually remain, or be fed ***or otherwise cared for.***
6. **Kennel.** The word “kennel” shall mean any structure or place where more than three (3) dogs, over six (6) months of age, are kept, bred or trained, at any single time, or any facility designed or built to accommodate the temporary (less than 60 days) boarding of more than three (3) dogs over six (6) months of age.

7. Livestock. The word “livestock” shall mean all animals, other than dogs, cats, small caged birds or small aquatic or amphibian or reptilian animals.
8. Neuter and Spay. The words “neuter” and “spay” shall mean to render a male or female animal unable to reproduce.
9. New Owner. The term “new owner” shall mean a person, firm, corporation or other entity entering into a contract acquiring a dog or cat from the releasing agency.
10. Owner. The word owner shall mean any person, firm or corporation owning, harboring or keeping an animal. Occupants of any premises to which a domesticated or tamed animal customarily returns for a period of ten (10) days or more, shall be deemed to be harboring or keeping the animal, and thereby considered to be an “owner” of the animal.
11. Pet. The word “pet” shall mean any animal kept primarily for pleasure, rather than primarily for sale or other commercial purpose.
12. Releasing Agency. The term “releasing agency” shall mean any Pound (Municipal or otherwise), shelter or Humane Society organization, whether public or private.
13. Restraint. An animal shall be deemed to be under “restraint” if confined on the premises of its owner, if on a leash and accompanied by a responsible person, or in the case of a hunting dog, if accompanied by its owner engaged in the act of hunting.
14. Sterilization. The word “sterilization” shall mean to spay or neuter an animal and render the animal incapable of reproducing.
15. Vicious Dog or Animal. The term “vicious dog or animal” shall refer to any dog or animal which has bitten or attempted to bite any person without undue provocation, or which attacks, barks or growls at and acts as if it intended to attack or bite, any person or persons when not unduly provoked.
16. Wild Animal. The term “wild animal” shall mean any animal which can normally be found living in a naturally wild state and is not ordinarily tamed or domesticated; the term shall include such animals (hereinabove described) which may be owned by a circus or wild animal show or exhibition.

Section 3-2. Animals not to be At Large.

1. It shall be unlawful and an offense for the owner of any animal, domestic or wild, (including dogs), to permit the same to be or to run at large or to trespass upon the premises of another person, or be unlawfully at large at any time within the corporate limits of the Town of Mountain Park, Oklahoma.
2. It shall be unlawful and an offense for any person to:

- a. Keep, own, harbor or possess any dog within the corporate limits of the Town of Mountain Park, Oklahoma, without providing a substantial and secure pen in which ***the animal*** shall be confined (which pen shall be sufficient in size that no sanitation or health problem shall be involved); or to
- b. Allow an animal to be under the control of, or in the possession of, another person who is incapable of adequately controlling the animal in a manner to keep other people and property safe from the animal.***
- c. Allow an animal to be placed on a leash or other restraint that is insufficient in size or in strength to adequately control the animal in a manner to keep other people and property safe from the animal.***
- d. Allow an animal to reach or bite any person who may be rendering necessary services to the house of the owner or to the owner.***
- e. Allow any animal to reach beyond the legal boundaries or limits of the lot or premises of the owner.***

Section 3-3. Disturbances by Animals; Public Nuisance and Abatement.

1. It shall be a public nuisance ***and unlawful*** for any person to keep any dog or other animal which, by barking, howling or otherwise, disturbs the peace and quiet of, or creates a nuisance for, any person or persons.
2. It shall also be a public nuisance ***and unlawful*** for any person to keep any dog or other animal which attacks other animals or damages private or public property.
3. Abatement of such public nuisances shall be handled in accordance with the provisions of the "Nuisances" Chapter in this Code of Ordinances. ***Abatement of such public nuisances shall be a remedy in addition to any and all other penalties for violation of this Chapter.***

Section 3-4. Keeping Animals.

1. It shall be unlawful and an offense for any person to keep any animals within the corporate limits of the Town of Mountain Park, Oklahoma, except under those conditions and provisions which may hereinafter specifically regulate the keeping of certain types of animals.
2. If no specific provisions are listed in this Code of Ordinances for keeping of a particular type of animal, ***the*** animal type shall not be kept at all within the corporate limits of the Town of Mountain Park, Oklahoma.

3. No swine shall be kept within the corporate limits of the Town of Mountain Park, Oklahoma, with the exception of pot-bellied pigs kept as pets FFA and/or 4-H projects kept on public school property, or in appropriately zoned areas.
4. Every structure wherein any authorized animal is kept within the corporate limits of the Town of Mountain Park, Oklahoma, shall be constructed of such material and in such a manner that it can be kept clean and sanitary at all times, and it shall be maintained in said condition, devoid of rodents and vermin and free from objectionable odors, in order to avert the creation of a nuisance to the public health. Every such structure, if located within two hundred (200) feet of any tenement, apartment house, hotel, restaurant, boarding house, retail food store, building used for educational, religious or hospital purposes, or residence (other than that occupied by the owner or occupant of the premises upon which such animal is kept) , shall provide a watertight and fly-tight receptacle for manure, of sufficient size to hold all accumulations of manure. Such receptacle shall be emptied sufficiently often and in such manner as to prevent it from being or becoming a nuisance, and shall be kept covered at all times, except when open during the deposit or removal of manure or refuse. No manure shall be allowed to accumulate on such premises except in such receptacle.
5. The keeping of bees within the corporate limits of the Town of Mountain Park Oklahoma, shall be permitted only in those areas Zoned for Agricultural or Large Lot (over 2 acres) Residential uses, and in accordance with Zoning Ordinance provisions. No License or Permit, other than Zoning clearance, shall be required to keep or raise bees.
6. Consistent with provisions of the Town's existing or future Zoning Ordinance, the keeping or raising of horses, sheep, cattle, pot-bellied pigs and chickens (or similar fowl), shall be permitted throughout the Town of Mountain Park, Oklahoma, as long as the premises are maintained in accordance with the provisions of Subsection 4 (above) and State and County Health Department requirements and standards. Additional restrictions on the raising and/or keeping of animals may be imposed by the Zoning Ordinance without conflicting with this Subsection.
7. The raising of parakeets and/or other small birds or similar fowl shall be permitted within the Town of Mountain Park, Oklahoma, without License or Permit requirements, subject to the following provisions:
 - a. all activities associated with the raising of parakeets shall be completely enclosed and out of the public view;
 - b. Premises utilized for the raising of parakeets shall be maintained in accordance with Subsection 4 (above); and
 - c. All requirements of any adopted Zoning Ordinance shall be met.

8. The raising or keeping of rodents, for any purpose, shall be permitted, in accordance with the provisions of Subsection 4 (above) and any applicable License and Permit requirements outlined in Article 2 of this Chapter, as well as any applicable provisions of the adopted Zoning Ordinance.
9. The raising or keeping of rabbits shall be permitted, in accordance with the provisions of Section 4 (above) as well as any applicable provisions of any adopted Zoning Ordinance.
10. The keeping or raising of any wild animals shall be prohibited within the Town of Mountain Park, Oklahoma, except for those wild animals which may be under the care of traveling shows or circuses, and for which the License requirements of Article 2 of this Chapter are met and a Permit obtained.
11. No snakes which are poisonous in their natural state, may be kept within the corporate limits of the Town of Mountain Park, Oklahoma, except under the conditions and provisions of any License required for such snakes in Article 2 of this Chapter; it shall be unlawful for any person, firm or corporation to keep or raise such snakes within said Town, without having met Permit requirements and obtained a Permit.
12. Consistent with provisions of the Town's current or future Zoning Ordinance, persons living within the Town's corporate limits who are conducting farming and/or ranching operations on tracts of land of five (5) acres or larger, may keep and maintain such animals as may be required or useful in their operations; provided, that, such sanitary requirements as may be detailed in this Section and Chapter shall be complied with at all times regardless of the size of the tract of land involved.

Section 3-5. Responsibilities of Owners.

In addition to any duties previously outlined, the owner of any animal shall have the following additional responsibilities:

1. Owners shall exercise proper care and control of their animals to prevent them from becoming a public nuisance.
2. Owners shall provide proper care and treatment of their animals.
3. Owners shall not abandon their animals.
4. **Owners shall ensure that their animals receive sufficient food, water, shelter and exercise.**
5. It shall be unlawful for any person to keep any animal for breeding purposes within the corporate limits of the Town of Mountain Park, Oklahoma, except in private, enclosed locations, entirely out of the public view, or to permit any such animals to have sexual intercourse in any place except a private, enclosed place. (This shall not be constructed as

permitting the conditional keeping of any animals otherwise prohibited or regulated by this Code of Ordinances.)

Section 3-6. Cruelty to Animals.

1. It shall be unlawful for any person knowingly, willfully or maliciously to:
 - a. Deposit any animal with the intention of abandoning the same;
 - b. Pour on or apply to an animal, any drug or other thing which inflicts pain;
 - c. Improperly use any collar, leash, harness, etc. resulting in pain or damage to an animal;
 - d. Treat an animal in a cruel or inhumane manner;
 - e. Neglect an animal belonging to, or in the custody of an owner, in a cruel or inhumane manner;
 - f. Kill, or attempt to kill, any animal in an inhumane manner; or
 - g. Poison, or expose to poison any dog or other animal, except a noxious, non-domesticated animal.

2. It shall be unlawful for any person to keep a house, pit or other place used for fights between animals.

Section 3-7. Turning Confined Animals At Large Unlawful.

It shall be unlawful for any person to open any enclosure in which an animal is confined (as required by Ordinance), so as to turn such animal at large, or to in any other manner turn such animal at large.

Section 3-8. Pasturing in Public Areas Unlawful.

It shall be unlawful for any person to stake, confine or pasture any animal on any public property (Federal, State, Municipal or other) or on any railroad right-of-way, without the consent of the person owning or controlling such property.

Section 3-9. Rabies Control; Vaccination Requirements.

1. Any warm-blooded animal, capable of transmitting the virus rabies, maintained or harbored at any time in the Town of Mountain Park, Oklahoma, shall be vaccinated against rabies with an approved vaccine administered by a veterinarian who shall maintain a record of vaccination for a period of at least three (3) years, and who shall issue the owner of such animal a Vaccination Certificate (which shall be retained by *the* owner until it expires and is renewed). The failure to procure such Certificate when so requested by the Animal Control Officer shall be prima facie evidence that such animal has not been vaccinated.

2. The identity and address of the owner of any animal that bites a person shall be promptly furnished to the Animal Control Officer and County Health Department. The Animal

Control Officer shall securely quarantine such animal until reasonable determination has been made that the animal is not infected with rabies. At the discretion of the Animal Control Officer, such quarantine may be on the premises of the owner, at a veterinary hospital of the owner's choice (at the owner's expense), or at the Municipal Pound or Animal Shelter. In case of animals whose ownership is unknown, such quarantine shall be at the Municipal Pound or Animal Shelter. Said animal may be reclaimed by the owner, if adjudged free of rabies; such owner shall then pay all related charges for confinement.

3. When an animal under quarantine has been diagnosed as being rabid or is suspected of having rabies by a licensed veterinarian, and dies while under such observation, the Animal Control Officer, veterinarian or other designated person, shall immediately send the necessary part of such animal to the State Department of Health for pathological examination and shall notify the proper Health Officer of any reports of human contact.
4. When a report gives a positive diagnosis of rabies and the County Health Director feels that a rabies crisis may be imminent, the Health Department may recommend to the Town Board of Trustees a Community—wide quarantine; upon the invoking of such quarantine by the Town Board of Trustees, no animal shall be taken into the streets or permitted to be in the streets, except for short periods of exercise (under leash and control of a competent adult) . During such quarantine, no animal may be taken or removed from the Town of Mountain Park, Oklahoma, without written permission of the Animal Control Officer.
5. During such period of rabies quarantine, every animal bitten by an animal adjudged to be rabid shall be forthwith destroyed; or, at the owner's expense and option, shall be treated for a rabies infection by a licensed veterinarian; or, held under six (6) month quarantine by the owner in the same manner as a female in season. The period of quarantine may be extended.
6. No person shall remove from the Town of Mountain Park, Oklahoma, any animal suspected of having been exposed to rabies, or any animal that has bitten a human, except as herein provided. The carcass of any dead animal exposed to rabies shall be surrendered to the Animal Control Officer upon demand; the Animal Control Officer shall direct disposition of said animal. No person shall refuse to surrender any animal for quarantine or destruction when such demand is lawfully made by the Animal Control Officer.
7. It shall be the duty of every person within the corporate limits of the Town of Mountain Park, Oklahoma, owning or harboring any warm-blooded animal, capable of transmitting the virus rabies, to procure a Rabies Vaccination Certificate from a licensed veterinarian, or agent authorized by the Town Board of Trustees, showing that the vaccination has been made, date of vaccination, by whom and the date when such vaccination shall expire.

8. It shall be unlawful to *fail to* comply with all the Municipal vaccination requirements after fifteen (15) days of residency.

Section 3-10. Confining Female Dogs and Cats Animals.

Every female *animal* in heat shall be confined, in a building or secure enclosure, in such a manner that such animal cannot come into contact with another animal, except for planned breeding.

Section 3-11. Certain Dogs Running Loose to be Killed.

The Animal Control Officer, designated representatives or any Police Officer of the Town of Mountain Park, Oklahoma, *may* kill any dog running loose within the corporate limits of the Town of Mountain Park, Oklahoma, which is determined by the Animal Control Officer or Police Officer to be vicious or crazed and a threat to the public health, safety or welfare, and which dog is found running at large without being restrained in a pen or on a leash (as provided by this Chapter).

Section 3-12. Inspections to Enforce Chapter.

1. The Local or County Health Official, the Animal Control Officer, or any member of the Town Board of Trustees, upon complaint of any person or on a self—initiated basis, shall inspect any structure or place wherein an animal is kept.
2. The Local or County Health Official, or the Animal Control Officer, may issue any such reasonable order as may be deemed necessary to the owner of such animal, to cause such animal to be kept as provided in this Chapter or in a manner so as not to constitute a nuisance.
3. The Local or County Health Official, or the Animal Control Officer, may make a complaint before the Municipal Judge against any person for violation of any provision of this Chapter or for any such reasonable order, but this shall not abridge the right of others to make such complaints.

Section 3-13. Zoning Ordinance to Prevail.

1. In *the* case of *a* conflict between this Chapter and the present or any future Zoning Ordinance, the provisions of the Zoning Ordinance shall prevail and supersede the provisions of this Chapter.
2. No animal shall be kept in violation of *a* Zoning Ordinance *of the Town*.

Section 3-14. Dog, Cat and Pot-Bellied Pig Sterilization.

1. No dog, cat or pot-bellied pig may be released for adoption from a releasing agency in the Town of Mountain Park, Oklahoma, unless *the* animal has been surgically spayed or

neutered, or unless the adopting party signs a written agreement to have the animal sterilized, and deposits funds with the releasing agency to ensure that the adopted animal will be spayed or neutered. The amount of the deposit required shall be one hundred dollars (\$100.00). The written agreement for sterilization shall be in substantially the following form:

STERILIZATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 19____, by and between:

(Releasing Agency) _____ (New Owner) _____

Name _____ Name _____

Address _____ Address _____

City _____ Telephone _____ City _____ Telephone _____

In consideration of the releasing of said animal, and in further consideration of mutual obligations herein, Releasing Agency releases the following animal to the New Owner:

(describe animal)

1. Releasing Agency agrees to release the above listed animal into the care of the New Owner and refund the New Owner's spay/neuter deposit provided that:
 - (1) The animal is sterilized by a graduate licensed veterinarian by _____ (give date)
 - (2) A written statement signed by the veterinarian performing the sterilization, that the animal has been sterilized by the stated date is given to the Releasing Agency.

2. New Owner accepts the above listed animal and agrees:
 - (1) To have the animal sterilized by a graduate licensed veterinarian by _____ (give date)
 - (2) To provide written evidence to the Releasing Agency from the veterinarian performing the sterilization that the animal has been sterilized by the above date listed.

This Agreement shall be binding upon the assigns, heirs, executors and administrators of the respective parties. The parties hereto have hereunto set their hands the day and year first above written.

Releasing Agency (signature of agent)

New Owner (signature of)

2. The funds deposited with the releasing agency shall be refunded to the adopting party upon the adopting party's presentation of a written statement signed by a licensed veterinarian that the adopted animal has been spayed or neutered. However, no refunds shall be made unless the animal was spayed or neutered within sixty (60) days of adoption in the case of adult animals, or, in the case of infant animals, within thirty (30) days of the date a female animal attained the age of six (6) months, or a male animal attained the age of eight (8) months.

3. Releasing agencies may adopt any additional rules to implement the State Dog and Cat Sterilization Act, ***which is codified at Title 4 O.S. §§ 499 through 499.10 and is adopted and incorporated fully by reference***; provided, that, ***such*** rules do not conflict with ***the provisions of this Chapter*** or ***the*** purpose of the State Dog and Cat Sterilization Act to require the spaying and neutering of all dogs and cats adopted from releasing agencies.
4. Upon presentation of a written report from a licensed veterinarian stating that the life or health of an adopted animal may be jeopardized by surgery, the releasing agency shall grant a thirty (30) day extension of the period within which the spay or neuter surgery would otherwise be required. Further extensions may be granted upon additional veterinary reports stating their necessity.
5. If requested to do so, releasing agencies shall refund deposited funds to the adopting party, upon reasonable proof being presented to the releasing agency by the adopting party that the adopted animal died before the expiration of the period during which the spaying or neutering was required to be completed.
6. Funds which have been forfeited by adopting parties shall be placed in a separate account, which shall be an interest-bearing account whenever feasible, and releasing agencies shall allocate funds from said account to programs which directly promote, subsidize or otherwise reduce the cost of spaying or neutering animals of the releasing agency. The releasing agency shall maintain accurate records of accounts which fund spay/ neuter programs.
7. Subject to the provisions and purposes of the State Dog and Cat Sterilization Act and other Laws of the State of Oklahoma, releasing agencies may establish adoption standards for pets in their care; provided, that, in the case of public facilities, said standards must be reasonably related to the prevention of cruelty to animals, or the responsible management of dogs and cats in the interest of preserving the public health and welfare, and shall be applied in a fair and equal manner to all potential adopters.
8. The provisions of the State Dog and Cat Sterilization Act shall not be construed to require the sterilization of dogs and cats held in releasing agencies which might be claimed by their rightful owners, nor shall it be construed to require the sterilization of dogs and cats held pursuant to the provisions of ***the State Dog and Cat Sterilization Act***, as amended. Further, the State Dog and Cat Sterilization Act shall not be construed to interfere with Municipal Ordinances that meet or exceed the sterilization requirements set forth in the State Dog and Cat Sterilization Act.

Sections 3-15 through 3-19. **(Reserved for future use.)**

Article 2. **License and Permit Requirements.**

Section 3-20. **Licenses and Tags Required for Dogs and Cats.**

1. **The owner of every dog and cat over six months of age shall obtain a license for each such animal from the Town-Clerk Treasurer. The Town issues "Class A" and "Class B" of licenses for personally owned animals.**
 - a. ***Class A license. A Class A license may be issued for each dog or cat that has been sterilized at a cost of twenty dollars (\$20.00) per dog or cat, provided the owner or keeper presents a current rabies vaccination certificate issued by a licensed veterinarian and documentation from a licensed veterinarian that the animal has been sterilized and makes payment to the Town of the required license fees. The Class A license is valid for the entire lifetime of the animal and does not require renewal.***
 - b. ***Class B license. A Class B license may be issued for each dog or cat that is in intact at a cost of fifty dollars (\$50.00) per dog or cat, provided the owner or keeper presents a current rabies vaccination certificate issued by a licensed veterinarian, makes payment to the Town of the required license fees as provided in the fee schedule, and provides any additional information deemed necessary at the time of registration. The Class B license expires one year from the date of issue and must be renewed annually renewed. The Class B license is not a license to breed or reproduce.***
 - c. ***Transfer prohibited. No license issued under this section is transferable. If ownership of any licensed animal is transferred, the new owner of such animal shall, within 30 days, obtain a new Town license and pay the required fees.***
 - d. ***Record of licensed animals to be maintained. The Animal Control Officer or the Town Clerk-Treasurer shall maintain records of all licensed dogs and cats and such records shall be open to public inspection.***
 - e. ***Issuance of License Tag. Upon issuance of a license for a dog or cat, a license tag shall be issued made of durable material and designed to be easily fastened or riveted to the animal's collar or harness, shall be issued. The tag shall bear a number and the letter "A" or "B" corresponding to the type of license issued by the Town.***
 - f. ***Attachment to the Collar. The owner shall cause the tag received from the Town to be secured to the collar or harness of the dog or cat and the owner shall ensure that the tag is worn by the dog or cat at all times.***
 - g. ***Transfer of Tag Prohibited. License tags shall not be transferred from one dog or cat to another.***
 - h. ***Duplicate Tags. In the event of loss of the tag before the end of the year for which it was issued, the owner may secure another tag by presenting the original receipt.***

- i. Failure to Attach Tag/Removal of Tag. No person shall willfully or intentionally remove or fail to attach to the collar worn by a dog or cat a current city license tag, a current rabies vaccination tag or implanted microchip.*
2. No license shall be required for animals temporarily (seven days or less) brought and kept within the Town of Mountain Park, Oklahoma, or for service animals,
3. Licensed veterinarians or approved Animal Shelters may serve as agents for the Town of Mountain Park, Oklahoma, to sell Dog Licenses, subject to a written agreement being executed between the parties, delineating responsibilities, fees and charges for the service; written proof of vaccination shall be provided from a veterinarian.

Section 3-21. License Requirements for Catteries, Kennels and Pet Shops.

1. No person, firm or corporation shall own, maintain or operate a kennel within the corporate limits of the Town of Mountain Park, Oklahoma, unless such kennel is licensed as hereinafter provided. (See the definition of “kennel” in Section 3-1, this Code of Ordinances.)
2. Application for a kennel license shall be made to the Town Clerk-Treasurer and shall state the name and address of the owner or operator of the kennel, with the street address and legal description of the property upon which the kennel is located; said kennel must be in compliance with any applicable portions of any present or future Zoning Ordinance adopted by the Town of Mountain Park, Oklahoma.
3. The annual Kennel License fee shall be fifty dollars (\$50.00) and such License shall be exhibited in a conspicuous place on the premises; each animal kept in a kennel shall also be required to have all other applicable Licenses, tags, etc.
4. Licenses shall be issued for a period of one (1) year beginning on the 1st day of July of each year. Licenses may be issued starting thirty (30) days before July 1, and for thirty (30) days thereafter, or at such time as a new kennel seeks to become operational. All Kennel Licenses must be renewed annually. The Kennel License fee shall not be prorated.
5. A kennel owner must show proof of rabies vaccination on all animals over six (6) months of age when applying for a License.
6. Any person, firm or corporation maintaining a kennel, whether for profit or not, shall maintain such kennel in a sanitary condition and shall be subject to the provisions of this Code of Ordinances and any present or future Zoning Ordinance. Non-conforming kennels shall be deemed a public nuisance.
7. No kennel or other establishment wherein animals are kept shall be maintained closer than forty (40) feet to any tenement or apartment house, hotel, restaurant, boarding house, retail food store, building used for educational, religious or hospital purposes, or

residence, other than that occupied by the owner or occupant of the premises upon which such animal is kept.

8. All pet shops, catteries and kennels shall:
 - a. Maintain records and retain such records for a two (2) year period on all dogs and cats maintained in such facility. Such records shall show breed, color, markings, sex, age, date and source of the animal, period for which the animal is maintained, date and disposition of the animal (including name and address of the new owner), and disease prevention and/or treatment and by whom.
 - b. Provide general environmental conditions to assure adequate physical space for each animal, control of parasites, clean food and water, weather protection and clean and sanitary facilities; and
 - c. Provide cages and pens of easily cleanable materials, if used for confinement, and keep such cages and pens clean and sanitary.
9. Pet shops shall be subject to the same requirements for licensing as kennels; in addition, any other requirements of this Code of Ordinances or of the adopted Zoning Ordinance which may involve specific animals sold in a pet shop shall also be included in those regulations applicable to pet shops.

Sections 3-22 through 3-29. (Reserved for future use.)

Article 3. Municipal Pound.

Section 3-30. Municipal Pound Authorized.

1. The Town Board of Trustees is hereby authorized to establish a Municipal Pound, under the jurisdiction of the Chief of Police or the Animal Control Officer, who shall provide proper sustenance for all animals impounded and treat them in a humane manner.
2. The Municipal Pound may be established on a shared or contractual basis with other units of government or with a private individual or firm, and need not be physically located within the Town of Mountain Park, Oklahoma.

Section 3-31. Impoundment of Animals.

1. It shall be the duty of the Animal Control Officer (or any other designated officer or employee of the Town), to take into custody, and impound, any animal running at large in violation of the provisions of this Chapter.
2. The Animal Control Officer shall also impound any dog that is running at large within the corporate limits of the Town of Mountain Park, Oklahoma, or that is not confined with a secure and suitably-sized leash (as provided in this Chapter) regardless of whether

- or not the owner may have a Permit ***or whether*** the dog has been vaccinated or the dog bears a tag.
3. The Animal Control Officer shall immediately pick up and impound any and all dogs which are kept, owned, possessed or harbored in violation of any of the terms and provisions of this Code of Ordinances.
 4. Any person appearing at the Municipal Pound who shall satisfy the keeper of the same of the fact of ownership or the right to the possession of any dog therein impounded, shall have such dog returned, ***but only after full*** payment of ***all*** charges due, as authorized by the provisions of this Chapter.
 5. Animals which are of no apparent value, taken into custody as provided in this Chapter, shall be destroyed in ***a*** humane manner by the Animal Control Officer; provided, that, no animal taken into custody shall be destroyed until such animal shall have been impounded at least seventy- two (72) hours. During such time, the owner may reclaim the animal or a proper home may be established for such animal by any person desiring the animal as a pet and willing to pay applicable License fees and expenses incurred in the animal's detention.
 6. Should any licensed institution request of the Animal Control Officer that animals be delivered to it for scientific or educational research, such animals may be released to said institution; provided, that, no animal taken into custody shall be delivered to such institution until such animal shall have been impounded for at least five (5) days and remain unclaimed and unredeemed by their owners or any other person (s) desiring such animal as a pet.
 7. It shall be unlawful for any person to, in any manner, obstruct the duties and activities of the Municipal official or employee responsible for impounding animals, ***including without limitation freeing an impounded animal.***

Section 3-32. Fees for Impounding and Keeping.

1. The fees for impounding and keeping an animal, to be paid upon redemption shall be as determined by motion of the Town Board of Trustees.
2. All fees shall be paid to the Town Clerk-Treasurer. Receipt for payment of fees on an impounded animal shall be presented to the Animal Control Officer or the person in charge of the Municipal Pound, before the animal shall be released.

Section 3-33. Claiming of Impounded Animals.

1. An owner of an impounded animal, or his agent, may claim or redeem the animal prior to its sale, destruction or delivery to an institution, by paying, ***in full***, the required fees and charges against the animal and meeting ***all*** other requirements prescribed by this Chapter.

2. Any person claiming an unlicensed dog shall pay the required License fee to the Town Clerk-Treasurer, secure a tag and present the receipt therefore and a tag to the Animal Control Officer before the latter releases the dog. If a dog is licensed, but not wearing the tag, the Animal Control Officer shall require adequate evidence of proper licensing before the animal's release.

Section 3-34. Sale of Impounded Animals of Value.

1. As soon as practicable after any animal of apparent value has been impounded, the Animal Control Officer or the Chief of Police shall thereupon post a conspicuously-visible notice thereof at the Town Hall. Such notice shall describe the animal, notify the owner to pay charges thereon and remove said charges prior to the time fixed for the sale thereof, and also state that, unless that animal is claimed, the animal will be sold at public auction at the time and place named in the notice. The time of holding such sale of dogs and fowl shall not be before the 3rd day after posting of the notice and the time of holding such sale for all other animals shall not be before the 10th day after the posting of the notice.
2. Sales provided *for* herein shall be for cash to the highest, *responsible* bidder; the minimum bid shall *be an amount sufficient to* cover *all fees and charges* for impounding and keeping the animal until the date of sale, *ten dollar (\$10.00)* fee to reimburse the Town of Mountain Park, Oklahoma, for the sale expense, and shall be conducted by, or under the direction of, the Chief of Police. If there is no bid, the Chief of Police shall provide for and conduct another sale for the sale of such animal by posting notice thereof at the Town Hall, if there is reason to believe that a bid would be made at a later time; otherwise, after an offering of an impounded animal at a sale without a bidder, the animal shall be disposed of by the Animal Control Officer as provided in this Chapter.
3. A purchaser of an animal at a sale held as provided herein shall acquire absolute title to the animal purchased.
4. The Chief of Police shall pay to the Town Clerk-Treasurer all money received from the sale of impounded animals on the day it is received or on the next day upon which the office of said Town Clerk-Treasurer is open for business.
5. The owner of an impounded animal sold as provided herein, may claim the excess of the sale price of the animal above the fees *and charges* for impounding and keeping the animal and a fee of *ten dollars (\$10.00)* to reimburse the Town of Mountain Park, Oklahoma, for the expense it has incurred in making the sale. Such claim may be made at any time within *ten (10) days* after the sale. If a claim is so made and approved by the Town Board of Trustees, the Town Clerk-Treasurer shall pay the claimant the excess; if a claim is not so made, the excess shall belong to the Town.

Section 3-35. Breaking Into the Municipal Pound.

No unauthorized person shall break open, or attempt to break open, the Municipal Pound, or take or let out any animal therefrom, or take or attempt to take, from any officer or employee of the Town of Mountain Park, Oklahoma, any animal taken into custody as provided by this Code of Ordinances, or in any manner interfere with or hinder such officer or employee in the discharge of duties relating to the taking into custody and impounding of animals, as provided in this Code of Ordinances.

Sections 3-36. **(Reserved for future use.)**

Article 4. **Penalty.**

Section 3-40. **Penalty.**

Any person, firm or corporation who violates any provision of this Chapter, or who violates or neglects to carry out any reasonable order made by any Health Officer, the Chief of Police or the Animal Control Officer, pursuant to this Chapter, shall be guilty of an offense and, upon conviction thereof, be fined in a sum not to exceed the limits established in Section 11-40, Article 3, Chapter 11 of this Code of Ordinances, and shall be subject to revocation of any License or operating Permit issued pursuant to the provisions of this Chapter. Every day's violation of any provision of this Chapter or of such order of the Health Officer, Animal Control Officer or Chief of Police, shall constitute a separate offense.