

CITY OF SHAWNEE
ORDINANCE NO. 3387

**AN ORDINANCE AMENDING VARIOUS CHAPTERS AND SECTIONS IN
TITLE 6 OF THE SHAWNEE MUNICIPAL CODE RELATED TO
ANIMALS.**

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
CITY OF SHAWNEE, KANSAS:**

PARAGRAPH 1. Section 6.04.010 of the Shawnee Municipal Code is hereby to read as follows:

6.04.010 Generally.

When the terms set forth in this Chapter are used in this Title, each shall have the meaning respectively ascribed in this Chapter.

- A. *Abandon* means for the Owner, Keeper or Harboring to leave an Animal without demonstrated or apparent intent to recover or resume custody; to leave an Animal for more than twelve (12) hours without providing Adequate Care for the duration of the absence; to turn out or release an Animal for the purpose of causing it to be impounded; or to fail to reclaim an impounded Animal from an Animal Shelter, contracted with the City, after having been notified that the Animal has been impounded.
- B. *Adequate Care* means normal care and prudent attention to the needs and welfare of an Animal, including that care normally needed to maintain good health in a specific species of Animal, including clean and dry bedding and resting surfaces, grooming, removal of manure, and:
 - 1. Adequate Food, which means wholesome foodstuffs suitable for the species provided at suitable intervals in a Sanitary manner in quantities sufficient to maintain good health in an Animal considering its age and condition;
 - 2. Adequate Health Care, which means the provision to each healthy Animal of all immunizations and preventive care required to maintain good health; space adequate to allow the Animal to rest and exercise sufficient to maintain good health; and the provision to each sick, diseased or injured Animal of necessary veterinary care or humane death;
 - 3. Adequate Shelter, which means a structurally sound, properly ventilated, Sanitary and weatherproof shelter suitable for the species, conditions and age of the Animal which provides access to shade from direct sunlight and regress from exposure to inclement weather condition;

4. Adequate Water, which means a continual access to or access at suitable intervals to a supply of clean, fresh, potable water provided in a Sanitary manner suitable for the species condition
- C. *Adult Animal* means an Animal that has reached sexual maturity for the purposes of this Title, an Animal will be considered to be adult at six (6) months of age
- D. *Agency* means any Person or corporation with whom the Governing Body may contract to pick up and hold Animals coming under the provisions of this Title.
- E. *Animal* means any live creature, domestic or wild, other than humans.
- F. *Animal, Large* means any pig, hog or other swine including Vietnamese pot-bellied or other miniature pigs, cow, ox or other bovine, goat, sheep, horse, donkey, mule or other beast of burden, or any other domestic or wild animal of similar or larger size, not including dogs.
- G. *Animal, Small* means any animal not within the definitions of Large Animal, Wild Animal, or Exotic Animal, but including all dogs without reference to size.
- H. *Animal Shelter* means a facility that is used to house, contain, impound, or harbor any seized stray, homeless, relinquished, or abandoned animals. This definition also includes the provisions of offering said animals for adoption.
- I. *Cat* means an Animal which is wholly or in part of the species *Felis Domesticus*.
- J. *Chicken* means the common domestic fowl (*Gallus Domesticus*) or it's young.
1. For the purposes of Title 6, Chicken as defined herein shall not include Roosters.
- K. *Chicken Run* means an enclosed area in which Chickens are allowed to walk and run about.
- L. *Chicken Tractor* means a moveable Chicken Run.
- M. *Commercial Animal Establishment* means any pet shop, grooming shop, auction, riding school, stable, kennel, guard Dog service, Dog trainer, business Keeping Animals in stock for retail or wholesale trade, or any establishment performing one (1) or more of the principal activities of the aforementioned establishments.
- N. *Confined To The Premises* means confined either inside the residential structure of the Owner, Keeper or Harboring, or if outside the residential structure, physically restrained on a chain or leash or within a suitable fence or other proper method of physical restraint from which the Animal cannot escape; provided, however, that if the Animal is on the property of the Owner, Keeper, or Harboring, and in the physical presence of and under the direct and immediate control of the Owner, Keeper, or Harboring, the Animal shall be considered

Confined To The Premises An Animal shall not be considered Confined To The Premises if the Animal is off the residential property of the Owner, Keeper, or Harboring, regardless of whether or not it is in the physical presence of or under the direct and immediate control of its Owner, Keeper, or Harboring.

O. *Coop* means a structure for housing Chickens.

P. *Dangerous Animal* means any mammal, amphibian, or reptile, of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well-being or property, including, but not limited to:

1. Any warm-blooded, carnivorous or omnivorous, Wild or Exotic Animal, including, but not limited to apes, gorillas and other nonhuman primates, lions, tigers, leopards, panthers, or other exotic Cats, elephants, bears, foxes, coyotes, wolves, raccoons and skunks, but excluding Fowl, ferrets and small rodents of varieties used for laboratory purposes;
2. Any reptile, including, but not limited to, alligators, crocodiles and poisonous snakes, but excluding non-poisonous snakes, turtles and lizards;
3. Any Animal having poisonous bites;
4. Any Animal which is considered dangerous because of past behavior, violations, or the inherently dangerous nature of the Animal itself;
5. Any Dog that has been designated as a Dangerous Animal because the Dog has:
 - a. Attempted to attack or has attacked a Person or Domestic Animal on two (2) or more occasions within the prior eighteen (18) month period; or
 - b. Engaged in any behavior when unprovoked that reasonably would have required a Person to take defensive action to prevent bodily injury on two (2) or more occasions within the prior eighteen-month period while off the property of its Owner, Keeper, or Harboring; or
 - c. Bitten a Person or a Domestic Animal causing a severe injury when unprovoked while off the property of its Owner, Keeper, or Harboring; or
 - d. Previously been declared a Potentially Dangerous Animal but has not been Kept in compliance with any restrictions placed by City upon the Owner, Keeper, or Harboring of such Animal; or
 - e. Moved into the City and been classified as a Dangerous Animal by another jurisdiction. All information, past history, and reports from other agencies, organizations, or Persons may be used to

determine if the Animal should be designated as a Dangerous Animal;

6. A Dog shall not be declared a Dangerous Animal under the following circumstances:
 - a. As a result of injury or damage and at the time of the injury or damage, the victim of the injury or damage was:
 - i. Committing a willful trespass or other tort upon premises occupied by the Owner, Keeper, or Harboring of the Dog;
 - ii. Teasing, tormenting, abusing or assaulting the Dog; or
 - iii. Committing or attempting to commit a crime;
 - b. The Dog was protecting or defending a Person within the immediate vicinity of the Animal from an unjustified attack;
 - c. An injury or damage was sustained by a Domestic Animal which, at the time of the injury or damage, was teasing, tormenting, abusing or assaulting the Dog; or
 - d. Injury or damage to a Domestic Animal was sustained while the Dog was working as a hunting Dog, herding Dog or predator control Dog on the property of, or under the control of, its Owner, Keeper, or Harboring, and damage or injury was appropriate to the work of the Dog.
- Q. *Dog* means any Animal which is wholly or in part of the species *Canis Familiaris*.
- R. *Dog Kennel* means a structure used for the Harboring of more than five (5) Dogs that are more than one (1) year old.
- S. *Domestic Animal* means any Animal whose species is primarily domesticated, including Dogs, Cats, domesticated sheep, horses, buffalo, cattle, boars, swine, confined hares and rabbits, confined ducks, geese and turkeys.
- T. *Euthanasia* means the humane destruction of an Animal through the use of the most current approved methods established by the American Veterinary Medical Association Panel on Euthanasia.
- U. *Exotic Animal* means any nonnative Animal whose species is predominately free-roaming as opposed to domesticated, including Fowl, but specifically excluding llamas.
- V. *Feral Animal* means an Animal whose species is predominately domesticated but which is untamed.
- W. *Fowl* means any domesticated or wild bird, including but not limited to chickens, hens, ducks, geese, pheasants, turkeys, doves, pigeons, parrots and exotic birds.
 1. For the purposes of Title 6, Fowl as defined herein shall not include Chickens.

- X. *Individual* means one (1) adult and competent human.
- Y. *Neighbor* means any Person residing within two hundred (200) feet from the outermost property line of the property on which an Animal is Owned, Kept or Harbored.
- Z. *Nonresident Owner* means any Individual who seeks temporary lodging for their Animal within the corporate limits of the City.
- AA. *Outdoor Animal Activity Area* means an exterior animal play area secured by fencing that is primarily used during daytime hours and is monitored by employees and/or volunteers. The activity area may be off-leash or on-leash.
- BB. *Outdoor Animal Kennel* means an exterior animal housing structure that provides shelter and may be utilized overnight in the outdoors. An Outdoor Animal Kennel may or may not be secured by fencing. Outdoor Animal Kennels are typically used by dogs.
- CC. *Outdoor Animal Run* means an exterior animal exercise space characterized by a distinct ground surface (such as stone, turf, or concrete) that is secured by fencing. Outdoor Animal Runs are typically narrow rectangular enclosures located against the side of a structure or perimeter fence line.
- DD. *Own(ed), Keep(Kept), or Harbor(ed)* means to feed, shelter, offer refuge or asylum to any Animal, or as a resident or occupant of property within the City, permit the same for more than three (3) consecutive days, or profess to Keeping, Owning, or Harboring such Animal.
- EE. *Owner, Keeper, or Harborer* means any Person who feeds, shelters, offers refuge or asylum to any Animal, or as resident or occupant of property within the City, permits same, for more than three (3) consecutive days, or who professes Keeping, Owning, or Harboring of such Animal. In addition, any Person who signs a receipt as Owner, Keeper, or Harborer for the return of an Animal from any Animal Shelter or Animal holding facility shall be presumed to be the Owner, Keeper, or Harborer of the Animal. A parent or legal guardian shall be deemed to be an Owner, Keeper, or Harborer of Animals Owned, Kept, or Harbored upon their premises by minor children who are less than eighteen (18) years of age.
- FF. *Pet Store* means a business that engages in retail sales of animal-related products. A Pet Store may sell various small animal species (including reptiles, small animals, birds, fish, cats, and dogs) and may provide related accessory services such as animal grooming.
- GG. *Potentially Dangerous Animal* means any Animal designated as such because the Animal has:
1. Attempted to attack or has attacked a Person or Domestic Animal within the prior eighteen-month period; or
 2. Engaged in any behavior when unprovoked that reasonably would have required a Person to take defensive action to

- prevent bodily injury within the prior eighteen-month period while off the property of its Owner, Keeper or Harboree; or
3. Bitten a Person or a Domestic Animal causing a minor injury when unprovoked and while off the property of its Owner, Keeper or Harboree;
 4. A Dog is not declared to be a Potentially Dangerous Animal under the following circumstances:
 - a. As a result of injury or damage and at the time of the injury or damage, the victim of the injury or damage was:
 - i. Committing a willful trespass or other tort upon premises occupied by the Owner, Keeper, or Harboree of the Dog;
 - ii. Teasing, tormenting, abusing or assaulting the Dog; or
 - iii. Committing or attempting to commit a crime;
 - b. The Dog was protecting or defending a Person within the immediate vicinity of the Dog from an unjustified attack;
 - c. An injury or damage was sustained by a Domestic Animal which, at the time of the injury or damage, was teasing, tormenting, abusing or assaulting the Dog; or
 - d. Injury or damage to a Domestic Animal was sustained while the Dog was working as a hunting Dog, herding Dog or predator control Dog on the property of, or under the control of its Owner, Keeper, or Harboree, and damage or injury was appropriate to the work of the Dog.
- HH. *Public Nuisance* means the condition exists when any Animal:
1. Chases passing vehicles or bicycles, or obstructs or interferes with vehicular or pedestrian traffic;
 2. Attempts to bite, jump upon, charge toward or otherwise threaten any Person, causing such Person to have a reasonable fear of immediate serious physical injury unless it is proven that the Animal's threatening behavior was instigated or provoked by such Person;
 3. Causes injury to people;
 4. Bites or causes injury to any Person or other Animal;
 5. Is in estrus, "in heat," and not properly Confined To The Premises as provided in Chapter 6.06;
 6. Damages public or private property to include but not limited to, breaking, bruising, tearing up, digging up, crushing or injuring any lawn, garden, flower bed, plant, shrub or tree, in any manner;
 7. Impedes solid waste collection by ripping any bag or tipping any solid waste collection container;

- 8. Defecates upon any public place or upon premises not owned or controlled by the Animal's Owner, Keeper or Harboring, provided that this definition shall not apply when such waste is immediately removed and properly disposed of, nor shall this definition apply to any guide Dog, signal Dog, or other Animal individually trained to provide assistance to an Individual with a disability;
- 9. Barks, whines, howls, brays, cries, crows or emits other vocal noises in an excessive fashion, which is so loud, continuous or untimely, as to disturb the peace and quiet of a member of the public; or
- 10. Causes a condition which endangers public health.
- II. *Running At Large* means the condition that exists when an Animal is found on property other than that of its Owner, Keeper, or Harboring thereof; however, no such Animal shall be held to be Running At Large when the Animal is merely passing through such property on a leash.
- JJ. *Sanitary* means clean and free from infectious influences.
- KK. *Wild Animal* means any native Animal whose species is predominately free-roaming as opposed to domesticated, to include Fowl.
- LL. *Veterinary Services* means an establishment operated by a licensed veterinarian for the purpose of emergency and/or routine care, diagnosis, and treatment of animals.

PARAGRAPH 2. Section 6.06.020 of the Shawnee Municipal Code is hereby to read as follows:

6.06.020 Limit on Number of Dogs and/or Cats.

It shall be unlawful for any Owner, Keeper, or Harboring to maintain or possess more than four (4) dogs and/or cats over the age of six (6) months without applying for and obtaining a Special Animal Permit as provided for by Chapter 6.10 of this Title.

PARAGRAPH 3. Section 6.08.020 of the Shawnee Municipal Code is hereby to read as follows:

6.08.020 Improper Keeping.

- A. **Distance Requirements** It shall be unlawful for any Owner, Keeper, or Harboring, to build, establish or maintain any pen, shelter, or quarters to Keep any Animal which does not conform to the applicable distance requirement set out below:
 - 1. There shall be no stable, pen, shelter or similar Animal housing within one hundred (100) feet of the nearest property line; provided, that this shall not apply to noncommercial Dog pens or Dog houses;

2. Manure or other odor or dust producing substances shall not be stored within two hundred (200) feet of the nearest property line;
 3. All buildings and structures used for fur farming in excess of ten (10) Animals shall be located at least one hundred (100) feet from the nearest property line;
 5. Aviaries and apiaries shall be located at least thirty-five (35) feet from the nearest property line; or
 6. Coops, Chicken Runs and Chicken Tractors must be located in the rear yard of the property and must be at least ten (10) feet from the nearest property line and at least forty (40) feet from any adjacent residential dwelling, church, school or place of business.
- B. Standards of Care. It shall be unlawful for the Owner, Keeper, or Harboring of an Animal to subject such Animal to cruel neglect by failing to provide such Animal with Adequate Care as determined by a Community Service Officer.
1. Food. Good and wholesome food suitable for the species shall be provided at suitable intervals in a Sanitary manner in quantities sufficient to maintain good health in an Animal considering its age and condition;
 2. Water. Animals must either continually or at suitable intervals; have access to a supply of clean, fresh water provided in a Sanitary manner suitable for the species condition and age of the Animal in sufficient amounts to maintain good health in the Animal Such water will be provided in a secure manner so that the container cannot be overturned;
 3. Shelter. Animals must be provided with and have continual access to a shelter with insulation for protection from the weather with clean and adequate bedding, as described herein. Both bedding and resting surfaces must be clean, dry, shaded from direct sunlight and compatible with the condition and species of the Animal Housing facilities shall be free of any accumulation of vermin; trash, waste material or junk. All surfaces that Animals come into contact with must be kept Sanitary and free of excessive rust and/or jagged edges and/or sharp points which may injure an Animal. Shelters must have three (3) sides, with both a top and a bottom, be structurally sound, properly ventilated, Sanitary, weatherproof, suitable for the species, condition and age of the Animal, and provide regress from exposure to inclement weather conditions. The condition of the shelter should be such as not to exacerbate existing weather conditions (e.g., a metal Dog house in the hot sun.);
 4. Coops, Chicken Runs and Chicken Tractors. Chickens must be kept in a clean, safe and healthy environment at all times.

Chickens must be kept in a Coop, Chicken Run, or Chicken Tractor at all times. Coops, Runs and Tractors shall be:

- a. Inspected by and receive the written approval of a Community Service Officer during the permitting process.
 - b. Built with and maintain a minimum of two (2) square feet per Chicken, but shall not exceed one hundred (100) square feet total.
 - c. Enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked. Opening windows and vents must be covered with predator and bird-proof wire of less than one (1) inch openings.
 - d. Consist of sturdy wire or wooden fencing and shall be designed so as to be easily maintained.
 - e. Constructed and maintained with durable materials that will hold up to weather and environment. Used materials (reclaimed material), scrap, waste board, sheet metal, or similar materials are prohibited.
 - f. Subject to inspection by a Community Service Officer as needed to verify and maintain compliance with this Section.
5. Grooming. Animals must be groomed so that they are free from matting;
 6. Exercise. Animals must be provided with living space sufficient for the species and opportunity for adequate daily exercise, requiring some freedom from continuous chaining, stabling and tethering Any restraint placed on an Animal must be such that it prevents the Animal from being tangled or injured by the restraint;
 7. Veterinary Care. Healthy Animals shall be provided preventative care to maintain good health and isolation from contagious disease Each sick, diseased or injured Animal shall be provided the necessary veterinary care or Euthanasia; and
 8. Removal of Manure. With the exception of Chicken waste, all manure accumulations shall be regularly removed and disposed of in such a manner as to prevent the breeding of insects, rodents, and other vermin All such manure shall be buried with a covering of not less than six (6) inches of earth, or if used as fertilizer, thoroughly spaded into the ground, or removed from the property.
 9. Chicken Waste. Chicken waste is the responsibility of the owner, who shall be responsible for maintaining the property in compliance with this Chapter. No more than three (3) cubic feet of Chicken waste may be maintained as manure fertilizer.

The Coop, Chicken Run, and Chicken Tractor and surrounding area must be kept free from trash and accumulated Chicken waste droppings. The Chicken owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites.

10. Non-Commercial Use of Chickens. It shall be unlawful to keep Chickens for profit.
- C. No Animal shall be Kept in a manner that is:
1. Offensive in odor;
 2. Unsanitary;
 3. Detrimental to the health of the people in the neighborhood or in the City;
 4. Detrimental to the health of the Animal or neighboring Animals; or
 5. A Public Nuisance.

PARAGRAPH 4. Section 6.08.040 of the Shawnee Municipal Code is hereby to read as follows:

6.08.040 Pickup and Impoundment.

- A. Animals at Large. Any Domestic or Exotic Animal found at large within the City may be captured and impounded, and either transported to a licensed Veterinary Services facility or Animal hospital for treatment if the Animal is ill or injured or boarded at an Animal Shelter, contracted by the City, by a Community Service Officer or Police Officer.
- B. Abandoned, Neglected, or Mistreated Animals. A Community Service Officer or Police Officer, officer or agent of any duly incorporated humane society or Animal Shelter, or licensed veterinarian may take charge of any Animal found Abandoned or clearly showing evidence of cruelty to the Animal or improper Keeping, as prohibited by this Chapter, upon either private or public property and inspect, care for, treat or transport such Animal to a duly incorporated humane society or licensed veterinarian for treatment, boarding, or other care, or if it appears the Animal is diseased or disabled beyond recovery, for Euthanasia.
- C. Animals Confined in Motor Vehicles. Whenever an Animal is found confined in a motor vehicle in a public place under weather conditions that endanger its life, as determined by a Community Service Officer or Police Officer, the Community Service Officer or Police Officer may enter such vehicle to rescue such Animal, impound it and transport it to a duly incorporated humane society or licensed veterinarian for treatment, boarding, or care. A prominent written notice shall be left on or in the vehicle advising that the Animal has been removed under the authority of this Section and the location where the Animal has been impounded.

- D. Expenses Incurred for Veterinary Care. All expenses incurred for the veterinary care or treatment of Animals impounded in accordance with this Chapter shall be assessed to the Owner, Keeper or Harboring of such Animal.
- E. Impound Procedures. A Community Service Officer or Police Officer shall, upon picking up or receiving any Animal, complete the proper form entering description, location of apprehension, and any identification and/or license worn. All Cats shall be held for four (4) days and all Dogs shall be held for five (5) days.
- F. The Owner, Keeper or Harboring of any Animal must present the Animal for inspection when requested to do so by a Community Service Officer or Police Officer investigating a violation of this Chapter, provided the Community Service Officer or Police Officer has probable cause to believe a violation has occurred.

PARAGRAPH 5. New Section 6.08.100 is hereby incorporated into the Shawnee Municipal Code to read as follows:

6.08.100 Animal-Related Use Conditions.

All designated animal-related establishments shall abide by the requirements in Section 17.80.300.

PARAGRAPH 6. Section 6.10.010 of the Shawnee Municipal Code is hereby to read as follows:

6.10.010 Special Animal Permit.

- A. It shall be unlawful for any Owner, Keeper, or Harboring to maintain or possess within the City the following Animals without first applying for and obtaining a Special Animal Permit from the City Clerk or his or her designee:
 - 1. More than four (4) Dogs and/or Cats over the age of six (6) months to be Kept at the same address.
 - 2. Large Animals, as defined in Chapter 6.04;
 - a. A Special Animal Permit shall be required to Own, Keep, or Harbor one (1) and/or two (2) Large Animals, as defined in Chapter 6.04; provided that no more than two (2) Large Animals shall be allowed;
 - b. A Special Animal Permit shall not be required to Own, Keep, or Harbor Large Animals, as defined in Chapter 6.04, on property zoned for agricultural uses.
 - 3. Fowl, as defined in Chapter 6.04;
 - a. A Special Animal Permit shall be required to Own, Keep, or Harbor one (1) or more Fowl of any age, with the following exception:
 - i. A Special Animal Permit shall not be required to Own, Keep, or Harbor one (1) to six (6) exotic cage birds that are properly housed indoors.

- b. No more than ten (10) adult Fowl may be Owned, Kept, or Harbored with a Special Animal Permit, with the following exception:
 - i. Up to twenty-five (25) adult pigeons may be kept with a Special Animal Permit;
 - ii. Fowl that are Owned, Kept, or Harbored by the City within the confines of City property for the purpose of educational programming.
 - 4. Chickens, as defined in Chapter 6.04;
 - a. A Special Animal Permit may be approved to authorize a Person to Own, Keep, or Harbor one (1) to ten (10) Chickens of any age. A Special Animal Permit shall not authorize the Owning, Keeping, or Harboring of more than ten (10) Chickens.
 - 5. It shall be unlawful to Own, Keep, or Harbor Roosters in the City.
 - 6. Domesticated hares and/or rabbits and/or ferrets;
 - a. A Special Animal Permit shall be required to Own, Keep, or Harbor more than five (5) domesticated hares and/or rabbits and/or ferrets;
 - b. A Special Animal Permit shall not be required to Own, Keep, or Harbor less than five (5) domesticated hares and/or rabbits and/or ferrets.
 - 7. Bees: A Special Animal Permit shall be required to Own, Keep, or Harbor a hive, standard, box or apiary for the Keeping of bees.
 - 8. Domesticated Rodents;
 - a. A Special Animal Permit shall be required to Own, Keep, or Harbor more than seven (7) small domesticated rodents, including, but not limited to, guinea pigs, hamsters, gerbils, rats and mice;
 - b. A Special Animal Permit shall not be required to Own, Keep, or Harbor less than seven (7) small domesticated rodents, including, but not limited to, guinea pigs, hamsters, gerbils, rats and mice.
- B. This Chapter shall not apply to the following:
 - 1. Any guide Dog, signal Dog, or other Animals individually trained to provide assistance to an Individual with a disability;
 - 2. Licensed Commercial Animal Establishment; or
 - 3. Animals that are Owned, Kept, or Harbored by the City within the confines of City property for the purpose of educational programming.

PARAGRAPH 7. Section 6.14.020 of the Shawnee Municipal Code is hereby to read as follows:

6.14.020 Wild and Exotic Animal Temporary Permits.

- A. When permitted. Performing Animal exhibitions or circuses, licensed Veterinary Services facilities, educational or medical institutions, or museums may temporarily hold or Harbor Exotic Animals as defined by Section 06.14.010(A) and (B) for exhibition, study, or recreational purposes after obtaining a permit and upon complying with the terms and conditions set out in this Section; provided that:
1. No Person shall Keep or permit to be Kept any Wild or Exotic Animal as a pet; and
 2. A temporary permit may be issued for the length of time the Animal will be held in the City; however, additional inspections will be performed by the Police Department annually, to ensure continued compliance with the Application and the provisions of this Chapter.
- B. Application. The owner or manager of a Performing Animal exhibition or circus, licensed Veterinary Services facility, educational or medical institution, museum; or the Individual or group sponsoring a performing Animal exhibition or circus shall file an application to temporarily hold or Harbor a Wild or Exotic Animal for the purposes of exhibition, study, or recreation with the City Clerk or his or her designee on a form provided by the City, identifying the name, address and telephone number of the applicant, and the signature of the applicant stating that he or she will comply with permit requirements and be held accountable for the provisions in this Chapter, and pay a fee that shall be recommended by the City Clerk or his or her designee, approved by the Governing Body and listed in the latest City of Shawnee Policy Statement Code along with the following:
1. Documents containing the following information shall be submitted with the application:
 - a. The species and age of the Animal(s) as well as the length of stay in the city;
 - b. The name and address of the Individual responsible for the Animal and a bill of sale or other documentation verifying the legal possession of each Animal;
 - c. Certificate of insurance issued by a company with an insurance rating of A: VIII by A.M. Best, or by an insurance company mutually agreed upon by the applicant and the City, providing one million dollars (\$1,000,000.00) of commercial and general liability coverage for bodily injury or death of any Person or Persons; and any damage to property caused by the Animal; and
 - d. The nature and location of the place where the Animal will be performing, Harbored or held; including a

diagram of the area and description of the enclosure where the Animal will be Kept.

- C. Consideration by Governing Body. The application must be reviewed by the Police Chief and the City Clerk or his or her designee and recommended for approval prior to submittal to the Governing Body. If, in the opinion of the majority of Council members present, it appears that the holding of Wild or Exotic Animals shall be in compliance with the provisions of this Chapter, the Governing Body may approve the permit. Consideration will be given for past violations, complaints and other factors relevant to the holding of Wild or Exotic Animals.
- D. Inspection by Police Department. Upon bringing a Wild and Exotic Animal(s) into the City, and periodically during the duration of the permit, a Community Service Officer shall inspect the premises to determine that the manner of Keeping said Animal(s) is established as set forth in the Application and accompanying documentation; and that the Keeping of said Animals does not violate any of the provisions of this Chapter; including the following provisions:
 - 1. Spectators, customers, and all other Persons who are not employees of the applicant or the applicant's performing Animal exhibit shall not be permitted to handle or touch the Wild or Exotic Animal;
 - 2. The enclosure holding the Animal shall be insulated from the public by a barrier of some type that will prevent Persons from putting their fingers into the enclosure or otherwise making physical contact with the Animal; and
 - 3. The Federal Animal Welfare Act must be strictly followed if any Exotic or Wild Animal is to be held by any party or institution listed in Section 06.14.020(A).
- E. Revocation. The Police Chief may, for good cause, revoke any permit or modify any terms or provisions thereof due to the applicant's failure to comply with any of the provisions of this Chapter.
- F. Seizure and Impoundment of Wild and Exotic Animals. The Police Chief or his or her designee shall forthwith cause to be seized and impounded any Wild or Exotic Animal when it is necessary to protect against an immediate threat or danger to the public health or safety, or health and welfare of the Animal. Upon seizure and impoundment, said Animal shall be delivered to a place of confinement which may be with any organization which is authorized by law to accept, Own, Keep or Harbor such Animals. If, during the course of seizing and impounding any such Animal, the Animal poses a risk of serious physical harm or death to any Person, such Person or Persons authorized by the Police Chief may render said Animal immobile by means of tranquilizers or other safe drugs; or if that is not safely possible, then said Animal may be killed.

- G. Cost of Seizure and Impoundment. Any reasonable costs incurred by the Police Department in seizing, impounding, confining or disposing of any Wild or Exotic Animal, pursuant to the provisions of this Chapter shall be charged against the permit holder of such Animal and shall be collected by the City Clerk or his or her designee.
- H. Returned of Seized and Impounded Animal. The Police Chief will authorize the disposition of any Animal seized and impounded under the provisions of this Chapter.

PARAGRAPH 8 The previously existing Sections 6.04.010, 6.06.020, 6.08.020, 6.08.040, 6.10.010, and 6.14.020 of the Shawnee Municipal Code are hereby repealed

PARAGRAPH 9. Severability. If any one or more sections, subsections or other part of this Ordinance shall be declared invalid by a court of competent jurisdiction, it is the intent of the City that the remaining portions of the Ordinance shall remain effective. The City states that it would have enacted such remaining portions irrespective of the fact that one or more sections, subsections, or other part of the Ordinance have been held invalid.

PARAGRAPH 10. This Ordinance shall take effect upon publication in an official City newspaper as provided by law.

PASSED by the Governing Body this 23rd day of August, 2021.

APPROVED AND SIGNED by the Mayor this 23rd day of August, 2021.

CITY OF SHAWNEE, KANSAS



By: _____

Michelle Distler, Mayor

ATTEST:

By: _____

Stephanie Zaldivar, City Clerk

APPROVED AS TO FORM:

By: _____

M. Ellis Rainey, II, City Attorney

The Legal Record

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CITY OF SHAWNEE - CITY CLERK
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SHAWNEE KS 66203-2750

First published in The Legal Record, Tuesday, August 31, 2021.

CITY OF SHAWNEE Summary of Ordinance No. 3387

On the 23 day of August, 2021, the Governing Body of the City of Shawnee, Kansas passed Ordinance No. 3387, amending various Chapters and Sections in Title 6 of the Shawnee Municipal Code related to Animals.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk or at www.cityofshawnee.org.

The undersigned hereby certifies as prescribed by KSA 12-3007 that the foregoing Summary of Ordinance No. 3387 is legally accurate and sufficient.

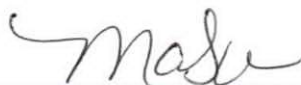
Dated: August 23, 2021

/s/ M. Ellis Rainey, II, City Attorney
8/31

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

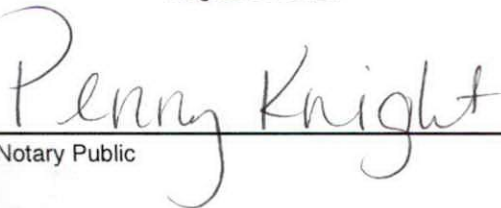
SUMMARY OF ORDINANCE NO. 3387
8/31/21



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

August 31, 2021



Notary Public

PENNY KNIGHT
Notary Public-State of Kansas
My Appt. Expires Dec. 31, 2021

L92708
Publication Fees: \$7.37