



Memorandum

TO: Town Council
Town Manager

FROM: Commander Craig Bettis
Field Services Manager Nathan Lehnert

DATE: July 21st, 2020

SUBJECT: TOV Further Discussion for a new Animal Control Code

This is a quick update to provide Vail Town Council and the Mayor's Office the Eagle County Animal Service resolution for the second update and possible adoption of a new county wide animal control code.

Last November the Town Council was presented the idea of a county wide animal control code and the basics of what it would look like. I, Commander Bettis and other staff members of the Towns of Minturn, Avon and Eagle, have prepared a new document that I hope is flexible enough to meet the needs of every community in our county.

With that flexibility comes a need for direct feedback from each of you about where you would like to allow pets off leash in your town. During the discussion we would like to refresh your memory on the daily impacts the changes will have on your residents and visitors and talk about some updates with Forest Service Lands. Although final decisions don't need to be made during this time, we would like to hear your thoughts on where off leash areas should be created on the Animal Control Map and also get an idea on what time you need to make this simple but sweeping change to you town code, if you choose to adopt it.

As always, thank you for your time and consideration.

Commissioner _____ moved adoption
of the following Resolution:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EAGLE, STATE OF COLORADO**

RESOLUTION NO. 202019-_____

**RESOLUTION REPEALING AND RESTATING
RESOLUTION NO. 2018-098
CONCERNING THE CONTROL, LICENSING,
IMPOUNDMENT AND DISPOSITION OF ANIMALS**

WHEREAS, 30-15-101 *et seq.*, C.R.S., authorizes the Board of County Commissioners, County of Eagle, State of Colorado, hereinafter referred to as the “Board,” to adopt a resolution providing for control and licensing of pet animals in the unincorporated areas of Eagle County, Colorado; and

WHEREAS, the Board has previously adopted such regulations, most recently by Resolution No. 2018-0098 adopted December 18, 2018, entitled Resolution Repealing and Restating Resolution No. 2017-009 Concerning the Control, Licensing, Impoundment and Disposition of Animals; and

WHEREAS, the Board finds that the Eagle County Animal Control Resolution of 2018 requires certain additions, modifications and clarifications in order to adequately provide for the control of Pet Animals and Working Dogs and other reasonable or necessary regulations in order to serve and promote the public peace, health, safety, and welfare of the citizens of Eagle County; and

WHEREAS, this Resolution is intended to repeal and restate the Eagle County Animal Control Resolution of 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EAGLE, STATE OF COLORADO;

THAT, the following Resolution be and is hereby adopted:

1. INTENT. It is the intent of the Board of County Commissioners in adopting this Resolution that Pet Animal and Working Dog Owners be responsible for their Animals’ conduct, that they exercise control with respect to their Animals in a manner which recognizes the rights, health and safety of others in the community, and that they be held strictly liable for conduct of their Animals which violates the provisions of this Resolution.

2. DEFINITIONS. As used in this Resolution, the following terms shall have the following meanings:

2.1 “ABANDON” means (a) to fail to provide a Pet Animal Necessary Care for a period of 24 hours or longer or (b) to deposit, leave, drop off or otherwise dispose of any Pet Animal on public or private property without providing necessary care. For the purposes of this Resolution, any Pet Animal is presumed to be Abandoned if, after the posting or personal service of written notice describing deficiencies of necessary care for a Pet Animal, the deficiencies are not corrected within 24 hours of such notice by any person other than an Animal Services Officer.

2.2 “ANIMAL” means non-human creatures.

2.3 “ANIMAL CONTROL MAP” means the digital map maintained by Eagle County Animal Shelter & Services Department to identify public locations within Eagle County where Owners of Pet Animals are allowed access with their Pet Animals and must exercise various levels of control over such Pet Animals. This map may be amended from time to time and can be viewed online on the Eagle County Government website. Any changes to the Animal Control Map shall be approved by the controlling Town or County Manager, or his or her designee, depending on the location of the map amendment.

2.4 “ANIMAL SERVICES OFFICER” means any person empowered by Eagle County to enforce the provisions of this Resolution pursuant to § 30-15-105, C.R.S., Eagle County Sheriff’s Office personnel and other peace officers as defined in § 18-1-901, C.R.S.

2.5 “ANIMAL SHELTER & SERVICES DEPARTMENT” means the Eagle County Department of Animal Shelter & Services.

2.6 “ANIMAL SHELTER” means all facilities and premises authorized by the Eagle County Board of County Commissioners to care for Animals impounded or quarantined pursuant to the provisions of this Resolution. Such facilities and premises shall also be considered public animal shelters for the purpose of impounding dangerous dogs pursuant to the provisions of § 18-9-204.5, C.R.S.

2.7 “ATTACK” means aggressive behavior by an Animal such as a Bite, an Injury, or charging or chasing a person or Animal; or non-aggressive behavior that causes pain or Injury including jumping onto or running into a person or Animal.

2.8 “BITE” means the breaking of the skin, no matter how minor, by the teeth or jaws of any Animal (this definition includes Biting and Bitten).

2.9 “BODILY INJURY” means any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring professional medical treatment or any physical injury that requires corrective or cosmetic surgery.

2.10 “COMMON AREA” means properties that are accessible to the public, including but not limited to properties owned and controlled by an owners’ association or similar

organization; areas of residential properties and buildings that are accessible to the occupants of those properties; or easements that allow public access through a property.

2.11 “CONTROL” means supervision of, and influence over, any Pet Animal sufficient to prevent the violation of any of the provisions of this Resolution. Control shall be by Physical Control or Demonstrable Control, as defined herein.

2.12 “DANGEROUS ANIMAL” means any Pet Animal or Working Dog that has, without provocation, inflicted Serious Bodily Injury to a person, or has caused the, or was the proximate cause of, death of a person or Animal; or has been previously classified as Potentially Dangerous and is found in violation of the provisions of this Resolution.

2.13 “DEMONSTRABLE CONTROL” means control of a Pet Animal by the physical presence of the Owner so that such Pet Animal is controlled and obedient to a person competent to restrain the Pet Animal by command, and the Owner demonstrates that control to any person as requested, and prevents Unwanted Contact with other people or Animals.

2.14 “DOG” means any animal of the Canine species or any animal related to the wolf, fox, coyote or jackal.

2.15 “EMOTIONAL SUPPORT ANIMAL” means any Animal that an Owner has obtained for the purpose of providing therapeutic benefits to such Owner. The Owner of the Emotional Support Animal must have obtained an Emotional Support Animal letter from a licensed professional within the past twelve months stating that the Animal is an essential part of treatment for that purpose.

2.16 “FERAL CAT” means a freely ranging wild-living domestic cat. A Feral Cat is differentiated from a Pet Animal by one or more of the following traits: it is under socialized or completely unsocialized to humans; it has no identification or microchip; or it may have a cropped ear from having been previously spayed or neutered by a vet.

2.17 “HABITUAL OFFENDER” means any Owner of a Pet Animal or Working Dog that has been associated with offenses resulting in convictions of any single provision of this Resolution more than two times within any 18-month period. It also means any Owner that has been convicted of any single provision of this Resolution more than two times within any 18-month period. For the purposes of this Resolution, after the Effective Date of this Resolution, any disposition of charges involving probation or deferred judgment and sentencing shall be considered to be a conviction.

2.18 “IMPOUND” means to place an Animal in Public or Protective Custody in the interest of the safety of the Animal and/or the safety of the community (this definition includes impounded and impoundment).

2.19 “INJURY” means any physical damage to a person or animal including, but not limited, to sprains, bruising, scratches, punctures, lacerations, or broken bones.

2.20 “LEASH” means any type of rope, cable, chain or similar tool attached to the Animal, and held by the Owner. A Leash cannot exceed the length of an average retractable leash, approximately 15 feet. A Leash must be substantial enough, and be properly secured in a way, to prevent any loss of Control.

2.21 “LIVESTOCK” means cattle, horses, mules, burros, sheep, poultry, swine, llama, goats, and any other Animal, when used for working purposes or raised for food or fiber production.

2.22 “MISTREATMENT” means every act or omission which causes, or unreasonably permits the continuation of, unnecessary or unjustifiable pain or suffering of an Animal. Mistreatment also includes the leaving an Animal within an enclosed space, such as a vehicle even if the windows are lowered or outdoors for a period longer thirty minutes and where the animal shows visible signs of hypothermia, hyperthermia or distress.

2.23 “NECESSARY CARE” for a Pet Animal includes but is not limited to providing food, water, protection from the weather and removal of waste from the Animal’s enclosure or yard.

2.24 “NEGLECT” means failure to provide food, water, protection from the weather, opportunity for exercise, socialization, or other care consistent with the needs of the species of the Animal in question.

2.25 “OWNER” means any person, firm, corporation, or organization owning, possessing, keeping, having financial or property interest in, or having temporary control or custody of, any Pet Animal; or any person, firm, corporation or organization owning or having financial or property interest in a Working Dog.

2.26 “PET ANIMAL” means dogs, cats, rabbits, guinea pigs, hamsters, mice, rats, gerbils, ferrets, birds, fish, reptiles, amphibians, and invertebrates, or any species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except Livestock or Feral Cats. “Pet Animal” does not include Feral Cats or an Animal used for working purposes on a farm or ranch or a Working Dog in the process of being worked.

2.27 “PET ANIMAL FACILITY” means any facility licensed as such pursuant to the provisions of Part 1 of Article 80 of Title 35, C.R.S.

2.28 “PHYSICAL CONTROL” means Control of a Pet Animal by means of a Leash or by confinement in a Secure Animal Enclosure.

2.29 “POTENTIALLY DANGEROUS ANIMAL” means: (a) any Pet Animal or Working Dog that without provocation Attacks or causes Bodily Injury to a person or Animal; (b) a Pet Animal that causes the death of an Animal; (c) a Pet Animal that approaches a person

upon the streets, highways, sidewalks, or other areas open to the public, including Common Areas, in a menacing fashion; (d) a Pet Animal that has a known propensity, tendency, or disposition to Attack without provocation, or cause Injury or otherwise threatens the safety of persons or other Animals; or (e) a Pet Animal that is owned or harbored primarily or in part for the purpose of fighting or is trained for fighting.

2.30 “PRIVATE PROPERTY” means property owned or leased by any person, including any confined area or locality such as a residence, business, room, shop, building, or motor vehicle.

2.31 “PROTECTIVE CUSTODY” means the taking of an Animal into custody by Animal Shelter & Services Department to prevent the Mistreatment, Neglect, or Abandonment of such Animal; or, impoundment of an Animal because of the Owner’s inability to care for the Animal due to incarceration, incapacitation, or transport to a medical treatment facility.

2.32 “PROVOCATION” means harassment, teasing, threatening, striking, or attacking an Animal or its Owner in the Animal’s presence, by either a person or another Animal. Provocation may also include the intrusion onto Private Property without the consent of the Private Property owner and/or interference with a Working Dog’s performance of its job while it is actually working. Provocation does not include when a person enters Private Property and has the right to enter including, but not limited to, delivery personnel, utility workers, or peace officers while they are working.

2.33 “PUBLIC CUSTODY” means the impoundment and/or confinement of an Animal in the Animal Shelter, or in the physical control of an Animal by an Animal Control Officer performing duties pursuant to the provisions of the Resolution.

2.34 “QUARANTINE” means the confinement of an Animal for a specific period of time during, as determined by the Animal Shelter & Services staff, which the Animal will be observed in order to detect symptoms of disease. At the discretion of the Animal Shelter & Services staff, the Animal may either be quarantined by being (i) taken into Public Custody; or (ii) kept in a Secure Animal Enclosure and/or within the Physical Control of the Owner during the entire Quarantine period.

2.35 “RABIES REGISTRATION” means the vaccination of an Animal with an anti-rabies vaccine administered under the supervision of a licensed veterinarian, and the retention of a certificate of rabies vaccination by the animal owner.

2.36 “SECURE ANIMAL ENCLOSURE” means a structure which is suitable to prevent the escape of the Animal having a top, bottom, all sides, and is locked to avoid entry by a child. If the enclosure has no bottom secured to the sides, the sides must be embedded into the ground to a depth of not less than one foot.

2.37 “SERIOUS BODILY INJURY” means such Injury which involves a substantial

risk of permanent physical disability, impairment or, a disfigurement; or, a substantial risk of protracted loss or impairment of the function of any part of, or organ in the body.

2.38 “SERVICE ANIMAL” means any dog which has been trained to provide a specific service or services to a person with a disability. An Emotional Support Animal is not a Service Animal.

2.39 “TETHER” means to securely tie, chain or Leash a Pet Animal to an inanimate object.

2.40 “TRESPASS” means: the entry by a Pet Animal or Working Dog upon any Private Property other than that of the Animal’s Owner without permission; or the entry upon public property which is posted or identified on the Animal Control Map as not permitting access to such Animals.

2.41 “UNWANTED CONTACT” means any physical contact, or charging or pressuring a person or Animal while on any property other than Private Property regardless of whether that action is friendly or aggressive.

2.42 “WORKING DOG” means a Dog that is actually working livestock, guarding livestock from predators, locating or retrieving wild game in season for a licensed hunter, assisting law enforcement officers, assisting in rescue efforts, is a Service Animal or is actively being trained for any of these purposes. Any dog not actively working is considered a Pet Animal during those time periods.

3. VACCINATION OF PET ANIMALS AND WORKING DOGS REQUIRED.

3.1 Owners of Pet Animals and Working Dogs which are harbored, kept, or maintained in Eagle County, for which Animals the United States Department of Agriculture has licensed a rabies vaccine, shall (i) vaccinate, (ii) maintain the efficacy of the vaccination, and (iii) maintain proof of current, efficacious rabies vaccination for their Pet Animals and Working Dogs.

3.2 Such Pet Animals and Working Dogs shall be vaccinated when the animal reaches the age of four months or is licensed (if applicable), whichever occurs first, and the vaccination shall be repeated as necessary in accordance with recommendations of the United States Department of Agriculture or vaccine manufacturer to maintain efficacy of the vaccination.

3.3 The rabies vaccine shall not be required for a Pet Animal whose veterinarian, in accordance with § 25-4-607, C.R.S., has issued a written waiver based on the veterinarian’s professional opinion that the rabies inoculation is contraindicated due to the Pet Animal’s medical condition.

4. ANNUAL DOG LICENSING. All Dogs, including Working Dogs, harbored, kept, or

maintained in Eagle County shall be licensed, except Dogs kept as part of the operation of a Pet Animal Facility or Eagle County maintained shelter.

4.1 All Dogs over the age of four months shall have a valid Eagle County Dog license after the Dog has been kept, maintained, or harbored in the County for any consecutive thirty day period or immediately upon impoundment or citation for any violation of the Resolution.

4.2 All Dog licenses shall be renewed on or before their expiration date.

4.3 A valid Dog license tag shall be attached to a collar or harness and shall be worn by the Dog at all times. It shall be a defense to prosecution that the Owner can produce a certification by a veterinarian that the Dog cannot wear a collar or harness because of a permanent medical condition or the Dog was, at the time of notice, working in a capacity that made the wearing of a collar or harness hazardous to the Dog. Working Dogs that cannot wear a Dog license tag shall be microchipped or tattooed, at the Owner's expense, and registered with the Animal Shelter & Services Department.

4.4 A Dog license shall be comprised of and evidenced by a written license form and a Dog license tag.

4.5 The Animal Shelter & Services Department and/or any agency or person designated by the Board of County Commissioners by resolution will issue a Dog license upon the receipt of the executed application, payment of the license fee and evidence of a current rabies vaccination.

4.6 Per § 24-34-803.5, C.R.S., any person with a disability who has a Service Animal that requires a Dog license, will be eligible for a free license when they contact the Animal Shelter & Services Department. Such person must be prepared to answer the following questions: (a) is the Service Animal required because of a disability?; and (b) what work or task has the Service Animal been trained to perform? All other Dogs are not eligible for a free license.

5. FAILURE TO CONTROL A WORKING DOG OR PET ANIMAL. It shall be unlawful, considered a failure to Control a Pet Animal or Working Dog, when:

5.1 A Pet Animal is off the Owner's Private Property, including on Common Areas, without the presence of a person having Physical Control; except in locations identified as allowing Demonstrable Control on the Animal Control Map;

5.2 A Pet Animal or Working Dog Attacks a person or another Pet Animal, or causes damage to the property of another. It is an affirmative defense if the Animal is on its Owner's Private Property and no Injury or damage is involved in the incident;

5.3 A Pet Animal is allowed to defecate and the Owner of the animal does not remove the waste immediately while off Private Property;

5.4 A female cat or Dog, during estrus, is not under Physical Control, whether on or off Private Property;

5.5 A Pet Animal is not under Demonstrable Control in areas identified on the Animal Control Map as allowing Demonstrable Control;

5.6 Any Pet Animal or Working Dog is Mistreated, Neglected or is left in circumstances which constitute Abandonment; or

5.7 A Pet Animal or Working Dog is allowed to Trespass.

6. INTERFERENCE WITH AN OWNER'S CONTROL OF A PET ANIMAL OR WORKING DOG.

It shall be unlawful for any person to perform any act which interferes with, prevents, or hinders the efforts of an Owner to Control any of the Owner's Pet Animals or Working Dogs.

7. INTERFERENCE WITH AN ANIMAL CONTROL OFFICER.

7.1 It shall be unlawful to intentionally interfere with, make false statements to, provide false documentation to, hinder, prevent, or obstruct an Animal Control Officer in his/her performance of duty pursuant to this Resolution.

7.2 It shall be unlawful to remove any animal from the Public or Protective Custody without the consent of an Animal Control Officer.

8. WHEN A PET ANIMAL OR WORKING DOG BITES A PERSON.

8.1 DUTY TO REPORT PET ANIMAL AND WORKING DOG BITES

Any medical professional who provides treatment to a person for any Animal Bite that has pierced the skin shall report to the Animal Shelter & Services Department any information known regarding the Animal Bite. The report shall be made within 24 hours after such information is received, and shall include with the report the name, address, and telephone number of the person who was Bitten. The report may be made by telephone to the Animal Shelter & Services Department on voice mail.

8.2 OWNER'S DUTY TO PRODUCE BITING ANIMAL FOR INSPECTION OR QUARANTINE

i. Upon the request of an Animal Control Officer, an Owner shall make available for inspection and/or Quarantine any Pet Animal or Working Dog which has Bitten, or is suspected of Biting a person.

ii. If the Quarantine of a Pet Animal or a Working Dog is deemed necessary, the place and terms of Quarantine shall be determined by the Animal Shelter & Services Department staff pursuant to this Resolution. During Quarantine, the Pet Animal or Working Dog shall, for a period of 10 days, be caused to be 1) isolated and confined to a Secure Enclosure and/or under the Physical Control of the Owner; or 2) confined at the Animal Shelter in a manner deemed appropriate by the Animal Shelter & Services Department staff.

iii. All costs of Quarantine shall be the responsibility of the Owner.

9. DESIGNATION OF DANGEROUS AND POTENTIALLY DANGEROUS ANIMALS.

9.1 The Animal Shelter & Services Department staff shall have the authority to determine, based on a preponderance of the evidence, that a Pet Animal or Working Dog is Potentially Dangerous or Dangerous as defined in this Resolution.

9.2 Written notice of a Pet Animal or Working Dog's classification under 9.1 shall be served on the Owner as required by Section 9.3. The notice shall describe the Animal and state the grounds for its classification that is applicable to such Pet Animal or Working Dog. The notice shall also state that, if a written request for an administrative hearing is filed with the Animal Shelter & Services Department staff within 14 days after receipt of the notice, an administrative hearing will be conducted to review the classification of the Pet Animal or Working Dog. The right to an administrative hearing shall be deemed waived if not timely requested as set forth in this Resolution.

9.3 The notice referred to in 9.2 of this Subsection shall be given either by personal delivery to the Owner or by registered or certified mail, return receipt requested, addressed to the Owner at the Owner's last known address. Notice by personal delivery shall be complete upon delivery and the receipt or upon return of the notice as undeliverable, refused, or unclaimed.

9.4 All administrative hearings held under this Section shall be heard by the Board of County Commissioners or its designate, hereinafter referred to as the "Hearing Officer." The burden of proof shall be on the Owner to show cause as to why the Animal's behavior does not support the designation as Potentially Dangerous or Dangerous. The hearing shall be informal and technical rules of evidence shall not apply. The classification shall be determined based upon the preponderance of the evidence. The Hearing Officer shall not be required to file a full opinion or make formal findings of fact or conclusion of law. However, the Hearing Officer must state the reasons for the determination, and indicate the evidence relied upon. Such determination shall be made no later than 72 regular business hours after the close of the hearing. The proceedings at the hearing shall be recorded and retained for ten years. After ten years, the records will be destroyed unless otherwise required to retain such records.

9.5 Should the Hearing Officer determine that the Pet Animal or Working Dog was properly designated by the Animal Shelter & Services Department staff, the Owner who requested the hearing shall be responsible for paying for the cost and expense of the hearing.

Should the Hearing Officer determine that the Pet Animal or Working Dog is neither Potentially Dangerous nor Dangerous, no costs shall be charged to the Owner for Impoundment of the Pet Animal or Working Dog during pendency of the hearing.

9.6 When an Animal has been classified as Dangerous, the Hearing Officer shall first determine if that classification is proper. If the Hearing Officer determines that the Animal was improperly classified as Dangerous, the Hearing Officer shall then determine if the Animal is Potentially Dangerous. Should the Hearing Officer determine that the Pet Animal or Working Dog is Potentially Dangerous, the Owner shall comply with the requirements of this Section applicable to Potentially Dangerous Animals.

10. IMPOUNDMENT OF DANGEROUS ANIMALS PENDING HEARING.

During the pendency of any hearing and any appeal therefrom on the classification of a Pet Animal or Working Dog as Dangerous, the Pet Animal or Working Dog shall be Impounded at the Animal Shelter at the Owner's expense. In the event that the Animal is determined neither Potentially Dangerous nor Dangerous, no costs shall be charged to the Owner for Impoundment.

11. RESTRICTIONS ON A POTENTIALLY DANGEROUS ANIMAL.

11.1 CONTROL

Whether on or off Private Property, a Potentially Dangerous Animal must be on a leash no longer than four feet or in a Secure Animal Enclosure. The enclosure must also provide adequate protection from the elements and be kept in a clean and sanitary condition. When off Private Property the Potentially Dangerous Animal shall wear an approved muzzle as determined by Animal Shelter & Services Department staff.

11.2 Any Animal designated as Potentially Dangerous pursuant to any previous Eagle County Animal Control Resolution shall maintain such designation and shall comply with this resolution as amended from time to time.

11.3 NOTIFICATION OF CHANGE IN STATUS

The Owner shall immediately notify the Animal Shelter & Services Department if a Potentially Dangerous Animal is loose, unconfined, has Attacked another animal, or person, or has died, been sold, been given away, or is otherwise no longer in the possession of the Owner. If the Potentially Dangerous Animal has been sold or given away, the Owner shall provide the Animal Shelter & Services Department with the new Owner's name, address and telephone number. If the new Owner maintains the Potentially Dangerous Animal within Eagle County, the new Owner shall comply with the requirements previously applied to such Animal and the requirements of this Resolution.

11.4 SIGNS; DISPLAY REQUIRED

The Owner shall display a sign or signs in such form as required by Eagle County on its premises warning that there is a Potentially Dangerous Animal on the Private Property. Such a sign or signs shall be visible and capable of being read from any public right-of-way or Common Areas abutting the Private Property. Such a sign shall also be posted on the enclosure for the Potentially Dangerous Animal. Eagle County shall provide one sign required by this Section at no cost to the Owner. Additional or duplicate signs shall be purchased from Eagle County for an amount equal to Eagle County's cost for providing the signs.

11.5 SPECIAL LICENSE AND IDENTIFICATION TAG

The Owner of any Potentially Dangerous Animal shall obtain an annual special license and identification tag for such Animal, which license shall expire on December 31 of the year for which the license is issued. An application for a special license and identification tag shall be made to the Animal Shelter & Services Department which shall include the information required by Section 4 of this Resolution. All Potentially Dangerous Animals shall also be issued a special license identification tag which shall be worn by the Potentially Dangerous Animal at all times.

11.6 SPAY OR NEUTER REQUIREMENT FOR POTENTIALLY DANGEROUS ANIMALS

Within 14 calendar days after its classification as a Potentially Dangerous Animal, the Owner shall have the Animal spayed or neutered and present proof of that fact to the Animal Shelter & Services Department.

11.7 The Owner of any Animal that has been designated as Potentially Dangerous in accordance with the terms of this Resolution must comply with Sections 11.1 and 11.2 concerning Potentially Dangerous Animals pending the outcome of any hearing challenging such designation.

11.8 FAILURE TO COMPLY WITH POTENTIALLY DANGEROUS ANIMAL RESTRICTIONS

Any Animal that has been previously classified as Potentially Dangerous and is found in violation of the restrictions concerning Potentially Dangerous Animals may be classified as a "Dangerous Animal" in accordance with the terms of this Resolution.

12. TEMPORARY DESIGNATION OF POTENTIALLY DANGEROUS.

An Animal Services Officer may provide the Owner of a Pet Animal the opportunity to voluntarily abide by Sections 4.3, 11.1, 11.2, and 11.7 over a period of three ~~months to six months, as determined by the Animal Services Officer,~~ after a documented incident of Potentially Dangerous behavior. If, during the time of the temporary designation, the Animal is in violation of the above described Sections, the Animal may be permanently designated as Potentially Dangerous for the initial incident by following the Section 9 processes. If no violations are documented or reported during ~~the~~ temporary period the animal shall be released

of the temporary designation with the Owner's agreement that the animal will not be allowed to show Potentially Dangerous behavior in the future.

13. DESTRUCTION OF DANGEROUS ANIMAL.

13.1 It shall be unlawful to own a Dangerous Animal.

13.2 Any Pet Animal or Working Dog that is classified as Dangerous shall be humanely euthanized after being quarantined for the period provided by law.

14. FAILURE TO COMPLY WITH CERTAIN TERMS OF A SALES OR ADOPTION CONTRACT.

14.1 It shall be unlawful to fail to comply with any of the terms of an adoption or fostering contract when the animal is obtained from the Eagle County Animal Shelter pursuant to such contract.

15. IMPOUNDMENT OF STRAY, ABANDONED ANIMALS OR THOSE OTHERWISE IN VIOLATION OF PROVISIONS OF THIS RESOLUTION.

15.1 An Animal Control Officer may impound any Animal that is not under Control as required by this Resolution, or when there is probable cause that it and/or its Owner are in violation of any of the provisions of this Resolution.

15.2 An Animal Control Officer may Impound any Pet Animal displaying Potentially Dangerous or Dangerous Animal that is not under Control as provided in this Resolution. An Animal Control Officer may perform such impoundment prior to notifying the Owner, if such Owner is not immediately present to exercise Control of such animal.

15.3 As soon as practical after the Impoundment of any Animal, an Animal Control Officer shall make a reasonable effort to notify the Owner of the Animal's location by telephone, posting of a notice at the Owner's residence, or by written notice mailed to the Owner's last known address, if the identity of the Owner is known. If needed to establish the identity of the Owner, information contained on any identification, rabies, or license tag found attached to the Animal shall be used.

16. OWNER'S DUTY TO REDEEM ANIMAL AND PAY FEES.

16.1 The Owner of any Impounded Animal shall be held responsible for all the costs of Impoundment, including medical treatment and boarding.

16.2 It shall be unlawful for any Owner to fail to make arrangements for the redemption or surrender of any Animal impounded pursuant to the provisions of this Resolution, or to fail to pay any fees associated with the redemption or surrender of such Animal.

17. DISPOSITION OF IMPOUNDED ANIMALS.

17.1 Any Pet Animal or Working Dog, except Feral Cats, Impounded pursuant to the other provisions of this Resolution, shall become the property of the Animal Shelter & Services Department after five days of impoundment, after which it may humanely euthanize the Animal. **No Animal shall be euthanized while pending the outcome of a Dangerous Hearing or being held for a Quarantine.** For purposes of this Section, a “day” means a 24-hour period beginning at the time of the day at, and on the date on, which the Animal was taken into Public Custody.

17.3 Animal Shelter & Services Department may humanely euthanize any Animal at any time prior to the expiration of the 5-day impoundment period if the Animal is seriously injured or ill, or if the Animal poses a risk to the health of any person.

17.4 After the required time period, in lieu of having an Animal destroyed, the Animal Shelter & Services Department may release an Animal which is not diseased to a bona fide animal welfare organization or to a person having no previous interest in the animal. Upon release of the Animal, the recipient shall pay a fee as established by the County, including but not limited to fees for adoption, rabies inoculations, dog license, and sterilization costs.

17.5 All Animals adopted from the Animal Shelter & Services Department are required to be sterilized at the time of adoption unless such surgery would be dangerous to the animal due to its age or physical condition, as determined by the selected veterinarian of record. Transfer of ownership shall not occur until sterilization has been performed although possession may be given to the adopting person upon his or her written promise to have the sterilization performed by a specified date.

18. THREATENING OF LIVESTOCK OR WILDLIFE.

18.1 It shall be unlawful to fail to Control any Pet Animal so as to prevent such Animal from running after, chasing, pursuing, Biting, attacking, or in any other way threatening Livestock or wildlife.

18.2 Any Pet Animal threatening Livestock or wildlife may be immediately destroyed at the discretion of any Animal Control Officer. If not destroyed, the Animal may be immediately Impounded and/or designated Dangerous or Potentially Dangerous in accordance with this Resolution.

18.3 A violation of this Section may also require a mandatory court appearance by the Owner. Upon conviction, if the Animal was not destroyed at the time of the incident, the court may order it destroyed under the supervision of the Animal Shelter & Services Department. If the court does not order the animal destroyed, the court may deem the animal a Potentially Dangerous Animal, and possession shall be returned to the Owner subject to the regulations applicable to Potentially Dangerous Animals under this Resolution and other state law. Upon a second conviction of a violation of this Section with respect to a specific Animal, the court shall

order the animal to be Dangerous and the animal destroyed under the supervision of the Animal Shelter & Services Department.

18.4 Upon conviction of any violation of this Section, the Owner shall be required by the court to pay restitution for any Livestock or wildlife injured or killed by the Owner's Animal.

19. NUISANCE, ANIMAL NOISE AND FECES.

19.1 It is unlawful for any Owner to fail to prevent his Pet Animal from disturbing the peace of any other person by any unprovoked barking, whether the Animal is on or off the Owner's Private Property.

19.2 It is unlawful for any Owner to permit the accumulation of a Pet Animal's feces on the property on which the Animal is kept such that it is detectable visually or odorously by neighbors.

19.3 It is unlawful for any Owner to fail to confine Pet Animal feces, and any part thereof, within the perimeters of the property on which the Animal is kept, regardless whether such failure to confine is the result of natural causes, such as surface water flow, or other causes.

19.4 No person shall be charged with a violation of this Section unless a written warning for a separate violation has been given at least 72 hours prior to the issuance of the citation, and corroborating evidence is also be provided along with a citizen incident report. Corroborating evidence can be digital documentation of the violation or a secondary witness of the violation.

20. HABITUAL OFFENDER. It shall be unlawful for any person to become a Habitual Offender as defined in this Resolution. Any person may be charged as a Habitual Offender in addition to any other charges brought pursuant to the provisions of this Resolution. Upon the conviction of an Owner as a Habitual Offender, the Owner's offending Animal(s) may be ordered removed from Eagle County or surrendered to the Animal Shelter & Services Department, along with any other penalties imposed by the Court. The court shall consider a maximum allowable fine for the Habitual Offender charge if the Owner is found guilty.

21. ENFORCEMENT. Animal Control Officers have the authority to issue a Summons and Complaint or penalty assessment to any alleged violator of this Resolution. The fine or other penalty shall be as provided in the Eagle County Animal Control Resolution or as otherwise provided by law. In addition to Animal Shelter & Services Department and Animal Services Officer enforcement, the provisions of this Resolution shall be enforced by the County Sheriff and peace officer of jurisdiction. Prior to issuing any Summons, Complaint or penalty assessment, such issuance shall be supported by a signed witness statement from a member of the public or the witness of an Animal Services Officer.

22. PENALTIES. The fines, in the amounts prescribed in the attached Exhibit A, shall apply to any such violation of this Resolution, and shall be applied either through the penalty

assessment procedure of § 16-2-201, C.R.S., or by the court after conviction, in which case the court shall also assess the appropriate court costs.

23. POWER OF THE COURT. In addition to any penalties which may be provided for in this Resolution, the court shall have the authority, upon making a finding that an animal constitutes a nuisance or that an Animal constitutes a real or present danger to the citizens of the County, to order that the Animal be destroyed in a humane fashion or, in the case of nuisance animals, may be transferred to the Animal Shelter & Services Department for rehoming if possible.

24. LIABILITY FOR ACCIDENT OR SUBSEQUENT DISEASE FROM IMPOUNDMENT. The Board of County Commissioners, its employees, agents and persons authorized herein to enforce the provisions of this Resolution, shall not be held responsible for any accident or subsequent disease which may be suffered by an Animal as a result of the administration or implementation of this Resolution.

25. NOTICE. An Owner shall be deemed to have been issued and received an appropriate notice or warning as herein referred if the warning is personally served upon the Owner, posted on the Owner's Private Property, or placed in the U.S. Mail, postage prepaid and addressed to the Owner at the last known address of the Owner.

26. HOT PURSUIT. An Animal Services Officer in hot pursuit of an animal that is suspected of inflicting Bodily or Serious Bodily Injury to a human being or other animal may enter onto private property for the purposes of enforcing this Resolution, including for the purpose of effecting an Impoundment and/or Quarantine and, removing the animal from the property, ascertaining the identity of the animal, its owner, and/or the currency or existence of dog tags, or issuing a citation. This Section, however, does not grant any Animal Control Officer authority to enter into any dwelling.

27. ANIMAL SERVICES OFFICERS.

27.1 There is hereby created the position of Eagle County Animal Services Officer who shall be employed by the County and appointed as such by the Board of County Commissioners, acting directly or through the County's chief administrative officer, at such compensation and such qualifications as from time to time shall be fixed by order of the Board.

27.2 Pursuant to § 30-15-105, C.R.S., personnel engaged in animal control, however titled or administratively assigned, may issue citations or enforce this Resolution. Personnel so engaged shall be included in the definition of "Peace Officer or Fireman" in § 18-3-201(2), C.R.S. Nothing herein is intended to vest authority in any person so engaged to enforce any resolution or statute other than this Resolution.

28. DISPOSITION OF FINES AND FORFEITURES. All fines and forfeitures for violation of any provisions of this Resolution and all moneys collected by the County for licenses shall be paid over to the County Treasurer immediately upon their receipt.

29. CAPTIONS. The captions and section headings used throughout this Resolution are for the convenience of reference only, and the words contained herein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision to or the scope of this Resolution.

30. TERMS. For convenience, defined terms usually have been capitalized within this Resolution. Words used herein shall have their natural meaning, their statutory meaning if applicable, or the meaning set forth in the definitions, according to the context in which they appear, regardless of capitalization.

31. SEVERABILITY. If any provisions of this Resolution or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Resolution and the application of such provision to parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Resolution shall be valid and be enforced to the fullest extent permitted by law.

32. REPEALER. Upon the effective date of this Resolution, the Eagle County Animal Control Resolution of 2018, Resolution No. 2018-098, shall be repealed and replaced by this Resolution. That repeal shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this Resolution.

33. TITLE. This Resolution shall be known as the Eagle County Animal Control Resolution of 2019.

34. EFFECTIVE DATE. All provisions of this Resolution shall be effective upon its execution by the Board of County Commissioners for Eagle County, Colorado.

~~MOVED, READ AND ADOPTED by the Board of County Commissioners of the County of Eagle, State of Colorado, at its regular meeting held the __ day of ____, 2019.~~

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~~COUNTY OF EAGLE, STATE OF~~
~~COLORADO, By and Through Its~~
~~BOARD OF COUNTY COMMISSIONERS~~

~~ATTEST:~~

~~Clerk to the Board of
County Commissioners~~

By: _____
 Jeanne McQueeney _____
 Chair _____

Kathy Chandler Henry
Commissioner

Matt Scherr

Commissioner

Commissioner _____ seconded adoption of the foregoing resolution. The roll having been called, the vote was as follows:

Commissioner McQueeney _____

Commissioner Chandler-Henry _____

Commissioner Scherr _____

This resolution passed by _____ vote of the Board of County Commissioners of the County of Eagle, State of Colorado

EXHIBIT A
Department of Animal Shelter & Services
Fee & Fine Schedule

FEES:

Dog License:	\$10.00 per year
	\$5.00 Replacement Tag
Potentially Dangerous Dog License:	\$200.00 per year
Adoption:	Cats - \$70.00
	Kittens - \$100.00
	Dogs - \$100.00
	Puppies - \$150.00
	Other - \$50.00
Impounds:	\$50.00
Boarding:	\$25.00 per day
Vaccination:	\$20.00

After Hours Emergency Reclaim:	\$100.00
Animal Surrender:	\$50.00 plus \$10.00 per infant 8 weeks or younger
Cat/Dog Traps:	\$65.00 refundable deposit
Transport within County:	\$40.00
Out of County Transport:	\$100.00 per day plus \$1.00 per mile

FINES

Fines will increase when the same animal or person is involved in a second or third violation of the same offense:

Offense:	1st Offense	2nd Offense	3rd Offense or Subsequent
Fines:	\$100.00	\$250.00	\$375.00

For any violations reviewed by the court, the court shall consider fines and jail time up to the allowable maximum of \$1,000.00 and 90 days in jail per offense as detailed in C.R.S § 30-15-102.1