

**RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
REGARDING ANIMAL SHELTERING, IMPOUNDMENT, HOUSING, CARE,
ADOPTION, EUTHANASIA AND DISPOSAL SERVICES WITH THE TOWN OF
LOCHBUIE, COLORADO**

Resolution 2014-079

WHEREAS, the Adams County Animal Shelter/Adoption Center has been asked to provide animal sheltering, impoundment, housing, care, adoption, euthanasia and disposal services for the Town of Lochbuie, Colorado; and,

WHEREAS, both parties intend to enter an agreement for the above stated services for the time period of January 1, 2014 through December 31, 2014, which will automatically renew under the conditions stated therein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement regarding animal sheltering, impoundment, housing, care, adoption, euthanasia and disposal services with the Town of Lochbuie, Colorado, for the period of January 1, 2014 through December 31, 2014, which will automatically renew under the conditions stated therein, a copy of which is attached hereto and incorporated herein by this reference, is approved and the Chairman is hereby authorized to execute same.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 3rd day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
ANIMAL SHELTER/ADOPTION CENTER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES (IGA) is made this 7th day of January, 2014, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as the "County," and the Town of Lochbuie, located at 703 WCR 37 Lochbuie, CO 80603, hereinafter referred to as "Lochbuie." This IGA is for animal shelter and adoption services to be provided by the Adams County Animal Shelter/Adoption Center (ACASAC), located at 10705 Fulton St. Brighton, CO 80601.

WHEREAS, pursuant to Section 7-6-60 of the Municipal Code, the Board of Trustees has authority to contract with a public organization for the operation of a dog pound on behalf of the Town.

In consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and Lochbuie agree to be legally bound as follows:

SECTION I. DEFINITIONS

- A. Adoption fee: Means the amount charged to a person adopting an animal for the costs of administrative services associated with the adoption.
- B. Animal: Means a dog, cat, or other small domestic creature.
- C. Boarding fee: Means the daily amount charged for the care of an animal while at ACASAC.
- D. Care: Means regularly providing food and water to animals in the ACASAC.
- E. Impoundment fee: Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at ACASAC.
- F. Service fees: Means other fees charged for services provided by ACASAC, not otherwise specified herein, such as fees for euthanizing animals, disposing of dead animals, etc.
- G. Shelter: Means providing an enclosed cage or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

- A. ACASAC shall assist Lochbuie's police officer(s), in enforcing Article VI of Chapter 7 of the Town of Lochbuie Municipal Code, a copy of which is attached hereto and incorporated herein as Exhibit "A" by sheltering, boarding, impounding, keeping and adopting out, when appropriate, dogs, cats, or other small domestic animals. Lochbuie will notify ACASAC of any changes to Article VI of Chapter 7 of the Town of Lochbuie Municipal Code. ACASAC will not accept into its shelter fowl or other food producing animals without the express permission of the Animal Shelter/Adoption Center Manager, which shall be given at his/her sole discretion. If fowl or other food producing animals are accepted by the Animal Shelter/Adoption Center Manager, the fees charged will be the same as the normal fee for other small domestic creatures. The fees charged by ACASAC for adoption, boarding, impoundment, and other services are as specified in Section IV, Paragraph A of this IGA.
- B. ACASAC shall provide for the shelter, care, adoption, euthanasia, and/or disposal of animals impounded because of violations of Article VI of Chapter 7 of the Town of Lochbuie Municipal Code.
- C. Any animal impounded for more than five (5) business days that is not reclaimed by its owner may be made available for adoption or may be humanely euthanized, at the sole discretion of the manager of the ACASAC. However, feral cats may be humanely euthanized after having been impounded for three (3) calendar days, as the circumstances at ACASAC may require based on the sole discretion of its manager.
- D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to the ACASAC will be considered to be a stray by ACASAC. These animals will be held for five (5) days and will be processed and charged as stray.
- E. ACASAC shall have the right to immediately and humanely euthanize any animal impounded at its facility if such animal is diagnosed by a licensed veterinarian as being terminally ill, injured, or diseased.
- F. ACASAC shall quarantine animals for rabies observation, and shall report all animal bites or suspected rabid animals to the Tri-County Health Department.
- G. Any dog or cat impounded at ACASAC, with the exception of aggressive animals, shall be inoculated with a multi-spectrum booster shot.

- H. ACASAC shall maintain a telephone answering service to receive inquiries on impounded animals during its normal business hours, which shall be from 9:00 a.m. to 5:00 p.m. on weekdays, and from 9:00 a.m. to 4:00 p.m. on Saturdays. ACASAC will be closed on Sundays and on County-designated holidays.
- I. ACASAC shall maintain records on all impounded animals, including a record of each animal's disposal, and shall allow Lochbuie access to such records as reasonably requested. In addition, ACASAC shall submit to Lochbuie by the fifth (5th) calendar day of each month a summary report of animals received and the disposition thereof.
- J. Fees charged to Lochbuie residents for services provided hereunder shall not exceed the fees charged to other residents of Adams County for the same or similar services.
- K. The County will employ qualified personnel as necessary to perform the services to be provided hereunder.
- L. No animal impounded at ACASAC shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

SECTION III. RESPONSIBILITIES OF LOCHBUIE

- A. Lochbuie's police officers shall cooperate with and provide assistance to ACASAC concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking picture of animals; placing animals in pens; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).
- B. All sick and injured animals that Lochbuie's police officers pick up must be taken to a veterinarian before impounding it into the shelter. A veterinarian report must be attached to the impound card. Sick animals are defined as animals that may be highly contagious to the rest of the animals and are showing signs such as diarrhea, bloody stools, lethargy, etc. Injured animals are defined as animals with signs of injuries including any limping as there may be a fracture, draining/infected skin wounds, appearance of mange (hair loss, especially around the head, and crusting skin), deep gashes that may need sutures, any animal that has been hit by a car, and any animal that otherwise appears to be in pain by vocalizing, whining or tensing.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

- A. For 2014, for all animals found in Lochbuie and brought to the ACASAC by either Town officials or private citizens, Lochbuie shall pay the County the base sum of One Hundred and Six Dollars and 15 Cents (\$106.15) per animal for the first 5 days held, with an

additional Seven Dollars and Fifteen Cents (\$7.15) per day thereafter, and Thirty Five Dollars and Seventy Four Cents (\$35.74) per each animal that is dead on arrival. If the animal is a pregnant female that has her litter within the first 5 days held, or if the animal has a nursing litter when it is brought to the ACASAC, there will be an additional charge of Twenty Dollars and Forty Two Cents (\$20.42) per live littermate. The charge for live small animals which includes birds, rabbits, guinea pigs, and rats, will be Fifty One Dollars and Five Cents (\$51.05) per animal. Lochbuie shall pay the County all fees not collectable from the owner of the animal and for any animal released as "stray" that was found in Lochbuie. Such payment shall be made in full to the County within thirty (30) days of the receipt by Lochbuie of the monthly report provided by ACASAC.

- B. In addition, Lochbuie shall reimburse the County for boarding and other service fees associated with holding animals in excess of five (5) business days due to court holds, protective custody holds, police holds, or any other reason requested by Lochbuie. The 2014 boarding fee charged for holding animals in excess of five (5) business days shall be Seven Dollars and Fifteen Cents (\$7.15), and such additional fees shall be paid on a monthly basis.
- C. For each subsequent year that this agreement is renewed, the fees outlined above in paragraphs A and B will be increased each year based on the most current official National Consumer Price Index for all Urban Customers (CPI-U). By way of example, the fees for 2015 will be equal to the 2014 fees plus an increase in the amount of the CPI-U for 2013 and the fees for 2016 will be equal to the 2015 fees plus an increase in the amount the CPI-U for 2014, with this pattern continuing for each year that this IGA is renewed. However, in the event there is a decrease in the most current official CPI-U, the fees for that contract year will remain the same as the prior year.
- D. Lochbuie shall also reimburse the County for any veterinary expenses incurred in association with animals impounded under the terms of this IGA, when and if ACASAC's staff or contract veterinarian is unable, for whatever reason, to provide the necessary treatment. Lochbuie shall reimburse the County for such expenses on a monthly basis.
- E. The County shall retain all impoundment, boarding, adoption, service and/or other fees collected in association with this IGA. The County shall also retain all gifts or contributions received in association with any services provided in association with this IGA.

SECTION V. TERM

The initial term of this IGA shall be for a period of one (1) year commencing on January 1, 2014, and terminating on December 31, 2014, and will automatically renew for successive one-year terms according to the terms and conditions herein subject to the termination provisions set forth in Section XI.

SECTION VI. FUND AVAILABILITY

Lochbuie has appropriated sufficient funds for this IGA for the current fiscal year. Payment pursuant to the IGA, is subject to and contingent upon the continuing availability of Lochbuie funds for the purposes hereof. In the event funds become unavailable, Lochbuie may terminate this IGA in accordance with Section XI of this IGA.

SECTION VII. INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor. As such, the County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this IGA. No employee, agent, servant, or contractor of the County shall be deemed to be an employee, agent, or servant of Lochbuie because of the performance of any services or work under this IGA. The County, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Lochbuie. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.**

SECTION VIII. NONDISCRIMINATION

The County shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION IX. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the its own performance or failure to perform pursuant to the terms of this IGA. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. 24-10-101 et. seq. as same may be amended from time to time.

SECTION X. INSURANCE

The County is a "public entity" within the meaning of the Colorado Governmental Immunity Act ("Act"), § 24-10-101, et seq., C.R.S., as amended, and shall at all times during the term of this

IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

SECTION XI. TERMINATION

A. For Cause

If, through any cause, the County fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, Lochbuie shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the IGA is terminated by Lochbuie, the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XII. MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or Lochbuie personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of the other party.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Fiscal Affairs Department
Purchasing and Expenditures
4430 S. Adams County Parkway, Suite C4000A
Brighton, Colorado 80601
Attn.: Loren Imhoff
Phone No.: (720) 523-6057
Facsimile No.: (720) 523-6058
limhoff@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B
Brighton, Colorado 80601
Attn: Jennifer Stanley
Phone No.: (720) 523-6116
Facsimile No.: (720) 523-6114
jstanley@adcogov.org

For Lochbuie:

Chief Tracey McCoy
Lochbuie Police Department
703 WCR 37
Lochbuie, CO 80603
Phone No.: (303) 655-9308

E-mail: tmccoy@lochbuie.org

and

Maureen Juran, Town Attorney
Widner Michow & Cox LLP
13133 E. Arapahoe Rod.
Centennial, CO 80112
Phone No. (303) 754-3399
E-mail: mjuran@wmcattorneys.com

H. Integration of Understanding

This IGA contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and Lochbuie, shall be for the sole and exclusive benefit of the County and Lochbuie.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO



Chairman

2.10.14

Date

ATTEST:
KAREN LONG
CLERK AND RECORDER



Deputy Clerk



Approved as to form:

Adams County Attorney's Office

TOWN OF LOCHBUIE, COLORADO



Mayor Michael Mahoney

1.7.14

Date

ATTEST:
TOWN CLERK



Monica Mendoza,

Approved as to form:



Town Attorney

CHAPTER 7

Health, Sanitation and Animals

- Article I Health and Sanitation**
- Sec. 7-1-10 Definitions
 - Sec. 7-1-20 Department of Health
 - Sec. 7-1-30 Powers
 - Sec. 7-1-40 Reserved
 - Sec. 7-1-50 Unlawful acts
 - Sec. 7-1-60 Feeding lots prohibited
 - Sec. 7-1-70 Fly-producing conditions prohibited
 - Sec. 7-1-80 Storage of perishable foods
 - Sec. 7-1-90 Diseased, decayed or unwholesome foods
 - Sec. 7-1-100 Milk
 - Sec. 7-1-110 Unlawful to trespass upon or to pollute waters of water system
 - Sec. 7-1-120 Improper disposal or carriage of deleterious wastes prohibited
 - Sec. 7-1-130 Standards
 - Sec. 7-1-140 Enforcement
 - Sec. 7-1-150 Regulations for camper coaches, camper trailers or trailer coaches
 - Sec. 7-1-160 Penalties
 - Sec. 7-1-170 Blowing dust
- Article II Abatement of Nuisances**
- Sec. 7-2-10 Enforcement alternatives
 - Sec. 7-2-20 Civil action
 - Sec. 7-2-30 Prosecution
 - Sec. 7-2-40 Abatement
 - Sec. 7-2-50 Emergency abatement
 - Sec. 7-2-60 Violations and penalty
 - Sec. 7-2-70 Recovery of abatement expense
 - Sec. 7-2-80 Other remedies
- Article III Weeds, Brush and Rubbish**
- Sec. 7-3-10 Responsibility
 - Sec. 7-3-20 Placement of rubbish, refuse containers
 - Sec. 7-3-30 Definitions
- Article IV Trees**
- Sec. 7-4-10 Maintenance of trees and limbs in public right-of-way
 - Sec. 7-4-20 Tree maintenance standards
 - Sec. 7-4-30 Tree removal criteria
 - Sec. 7-4-40 Street tree spacing and location
 - Sec. 7-4-50 Hedges and shrubs
- Article V Reserved**
- Article VI Animals**
- Sec. 7-6-10 Dog license required
 - Sec. 7-6-20 Definitions
 - Sec. 7-6-30 License application
 - Sec. 7-6-40 License tags
 - Sec. 7-6-50 Lost or destroyed tags
 - Sec. 7-6-60 Dog pound



- Sec. 7-6-70 Impounded dogs
- Sec. 7-6-80 Court proceedings
- Sec. 7-6-90 Notice of impoundment
- Sec. 7-6-100 Disposition of impounded dogs
- Sec. 7-6-110 Redemption from pound
- Sec. 7-6-120 Interference
- Sec. 7-6-130 Dog running at large
- Sec. 7-6-140 Strict liability
- Sec. 7-6-150 Rabies inoculations for cats
- Sec. 7-6-160 Prohibited animals
- Sec. 7-6-170 Cruelty to animals prohibited
- Sec. 7-6-180 Barking dogs
- Sec. 7-6-190 Vicious animals
- Sec. 7-6-200 Hearing on destruction of vicious animal
- Sec. 7-6-210 Rabies inoculations for dogs
- Sec. 7-6-220 Livestock running at large
- Sec. 7-6-230 Impoundment of livestock and disposition
- Sec. 7-6-240 Bee-keeping prohibited
- Sec. 7-6-250 Animal excrement
- Sec. 7-6-260 Rodents; nuisance defined
- Sec. 7-6-270 Control of infestation – defined; abatement
- Sec. 7-6-280 Combined limit on dogs and cats

Article VII Burning Restrictions

- Sec. 7-7-10 Definitions
- Sec. 7-7-20 High pollution prohibition
- Sec. 7-7-30 Exemptions
- Sec. 7-7-40 Defense
- Sec. 7-7-50 Coal burning prohibited
- Sec. 7-7-60 Inspections
- Sec. 7-7-70 Violation; penalty
- Sec. 7-7-80 Violation; injunctive relief
- Sec. 7-7-90 Registration

(f) Rank growing or spreading species which ultimately grow out over designated pedestrian or vehicular rights-of-way and obstruct such passageways are not permitted. (Ord. 229 §D, 1993)

ARTICLE V

Reserved

(Ord. 333 §1, 2000, Ord. 484 §7, 2005)

ARTICLE VI

Animals

Sec. 7-6-10. Dog license required

The owner, possessor or keeper of any dog within this Town shall purchase a license for such dog from the Town Clerk on or before March 1 of each year or within thirty (30) days after the dog reaches the age of three (3) months. Dogs purchased, obtained or otherwise acquired, or located in Town subsequent to the first day of March in any calendar year shall be licensed within thirty (30) days after such acquisition or location. (Ord. 333 §1, 2000)

Sec. 7-6-20. Definitions.

As used in this Article, the following definitions shall apply:

Cat shall mean a cat over six (6) months of age.

Dog shall mean a dog over six (6) months of age.

Keeper means a person who has custodial or supervisory authority or control over an animal.

Owner. Where ownership of an animal is shared, all owners shall be jointly and severally liable. The owners may be liable even if the animal was in possession of a keeper at the time of the offense. (Ord. 516 §1, 2007; Ord. 527 §§1, 2, 2008)

Sec. 7-6-30. License application.

Each application for dog license shall be made to the Town Clerk upon a form provided for that purpose, and it shall be accompanied by a certificate from a duly licensed veterinarian showing that the dog has been inoculated within a sufficiently recent time, with a vaccine approved by the State Department of Public Health and Environment for use in the prevention of rabies, so that such inoculation shall provide immunity from such disease during the calendar year for which the license is issued. No inoculation which was administered two (2) years prior to the date of making of such applications shall meet the requirements of this Section. (Ord. 333 §1, 2000)

Sec. 7-6-40. License tags.

Upon application for a dog license, the furnishing of the required certificate of inoculation and the payment of the required fee, the Town Clerk shall issue a dog license which shall be numbered, together with a metal tag bearing the same number as the license, which tag shall be securely attached to the collar to be worn at all times by the dog so licensed. (Ord. 333 §1, 2000)

Sec. 7-6-50. Lost or destroyed tags.

If a dog tag is lost or destroyed, the license holder may obtain a duplicate tag from the Town Clerk upon paying a fee to be established by the Town Clerk. (Ord. 333 §1, 2000)

Sec. 7-6-60. Dog pound.

The Board of Trustees shall have the right to establish a dog pound for the Town to be operated by Town personnel, or to contract with a public or private person or organization for the operation of a dog pound for and on behalf of the Town. (Ord. 333 §1, 2000)

Sec. 7-6-70. Impounded dogs.

It is lawful for any authorized dog catcher and all police officers to impound any dog which is not wearing a dog tag as herein provided and any dog which they reasonably feel to be in violation of any of the provisions of this Article, whether such dog is wearing a dog tag or not. It is lawful for the dog catcher or any police officer to go upon private property for the purpose of catching any dog to be impounded. (Ord. 333 §1, 2000)

Sec. 7-6-80. Court proceedings.

If a dog is impounded, it shall be the duty of the dog catcher or any police officer to immediately institute proceedings in the Municipal Court on behalf of the Town against the owner, possessor or keeper, charging a violation of the appropriate Section of this Code. Nothing herein contained shall be construed as preventing the dog catcher, any police officer or any citizen from instituting a proceeding in the Municipal Court for violation of this Article where there is no impoundment. (Ord. 333 §1, 2000)

Sec. 7-6-90. Notice of impoundment.

As soon as practicable after the date of impoundment, notice of such impoundment shall be personally served upon the owner, possessor or keeper of such dog if the address of such person is known. If the owner, possessor or keeper of such dog is not known, or if his or her address cannot be determined, the dog catcher shall cause to be posted at the Town Hall for three (3) consecutive days a notice of impoundment, which notice shall describe the dog, set forth the date of impoundment and set forth the location from which the dog was taken up. (Ord. 333 §1, 2000; Ord. 468 §3, 2005)

Sec. 7-6-100. Disposition of impounded dogs.

If an impounded dog has not been claimed within three (3) days from first notice of impoundment, the dog may be disposed of in any humane manner prescribed by the dog catcher or by persons so authorized to do so by the Board of Trustees. (Ord. 333 §1, 2000; Ord. 468 §4, 2005)

Sec. 7-6-110. Redemption from pound.

Any owner, possessor or keeper of a dog desiring to redeem such dog from the pound shall pay the Town such sums as has been or will be charged the Town by the impoundment facility for impoundment, room and board and other services, and further shall pay the Town all license or rabies inoculation fees provided for in this Article. (Ord. 333 §1, 2000)

Sec. 7-6-120. Interference.

It is unlawful for any person to interfere with, molest, hinder or prevent the dog catcher or his or her assistants from discharging their duties under this Code. (Ord. 333 §1, 2000)

Sec. 7-6-130. Dog running at large.

No owner or keeper of any dog shall permit such dog to run at large anywhere out of doors in the Town. This regulation shall apply to all public places and to all private property. No owner or keeper of any dog shall permit such dog to be out of doors in any place unless the dog is on a leash held by a person able to control the dog. Leaving an unattended dog fastened to a leash, chain or trolley shall not be deemed to comply with the requirements of this Section. A dog may be left unattended out of doors in a yard with a fence adequate to prevent the dog from leaving the yard. (Ord. 333 §1, 2000)

Sec. 7-6-140. Strict liability.

For the purpose of prosecution for violation of this Article, it shall not be necessary in order to obtain a conviction to prove notice or knowledge on the part of the owner, possessor or keeper of the dog in question that such dog was violating any of the provisions of this Article at the time and place charged, it being the purpose and intent of this Article to impose strict liability upon the owner, possessor or keeper of any dog for the actions, conduct or condition of such dog. (Ord. 333 §1, 2000)

Sec. 7-6-150. Rabies inoculations for cats.

No person shall own or keep a domesticated cat over three (3) months of age unless such cat is currently inoculated against rabies. (Ord. 333 §1, 2000)

Sec. 7-6-160. Prohibited animals.

(a) No person shall own, possess, harbor, sell or in any other manner traffic in the following species of animals:

- (1) All poisonous snakes and poisonous reptiles and all nonpoisonous snakes with a length greater than six (6) feet
- (2) Gorillas, chimpanzees, orangutans, baboons and any other primates;
- (3) Any species of feline not falling within the categories of ordinary domesticated house cats;
- (4) Bears of any species;

(5) Raccoons, porcupines, skunks or badgers;

(6) Foxes, wolves, coyotes or other species of canines other than dogs.

(b) Exceptions: The provisions of this Section shall not apply to any bona fide zoo, circus or carnival licensed by the Town or any bona fide research institute using wild, exotic or dangerous animals for scientific research.

(c) At large: It shall be the duty of the Health Officer to apprehend, or cause such animal to be removed from the Town, any wild animal prohibited by this Section that may be impounded and released in wild areas outside of the Town which are representative of the animal's natural habitat, or humanely destroyed as the Health Officer in his or her discretion shall determine, subject to applicable state and federal law. The Health Officer may use any tranquilizer gun or other firearm to subdue or destroy any wild or dangerous animal that is determined by the Health Officer in his or her discretion to be of danger to either itself or to the public. (Ord. 333 §1, 2000; Ord. 468 §5, 2005)

Sec. 7-6-170. Cruelty to animals prohibited.

(a) No person shall:

(1) Overdrive, overload, drive when overloaded or overwork any animals;

(2) Cruelly beat, cruelly mutilate or torture any animal;

(3) Needlessly shoot at, wound, capture or in any other manner needlessly molest, injure or kill any animal; or

(4) Carry, transport or keep in a cruel manner any animal.

(b) It is a specific defense to a charge of violating Subsection (c) below that the action was necessary to avoid injury to a person or that the animal was not a domesticated animal and the action was necessary to avoid injury to a person or property.

(c) No person owning or keeping an animal shall keep it under conditions where its enclosure is overcrowded, unclean or unhealthy.

(d) A person commits cruelty to animals if, having the charge and custody of any animal, such person fails to provide it with proper food, drink or protection from the weather, or abandons the animal.

(e) In addition to any other remedies, any peace officer or animal control officer may enter upon any private property on which is being harbored or kept any animal that is suspected by such officer to be subject or to have been subject to abuse or cruelty as defined in this Section, and may take such measures as deemed necessary by the officer to alleviate such abuse. The officer shall not so enter the property until after a notice has been posted on the property to be entered for a period of at least forty-eight (48) hours prior to the entry. The notice shall identify the address of the property, shall state the officer's intent to enter the property to alleviate the suspected abuse of an animal and shall state the date and approximate time on which such entry is intended to be made. The owner of the

animal shall be responsible for the payment of any charges incurred by the Town in alleviating such suspected abuse. (Ord. 333 §1, 2000)

Sec. 7-6-180. Barking dogs.

(a) It is unlawful for any owner or keeper of a dog to fail to prevent such dog from disturbing the peace of any other person by loud, persistent and habitual barking, howling, yelping or making any other loud, persistent and habitual noise, whether the dog is on or off the owner's or keeper's premises.

(b) Provocation by the complainant of the dog whose noise is complained of is a defense to such complaint being brought hereunder.

(c) The Town Code Enforcement Officer and any Town police officer who personally observes a violation of this Section may serve as the complaining party in the prosecution of said violation.

(d) The Town Code Enforcement Officer and any Town police officer may enter private property on which a violation of this Section is occurring for purposes of capturing and impounding a barking dog when:

(1) The Town has received at least one (1) complaint from a private citizen concerning the current violation; and

a. The investigating officer is unable to locate and contact the owner or keeper of the dog after reasonably diligent efforts to do so; or

b. The owner or keeper of the dog fails to prevent the continuing violation of this Section within two (2) hours after being directed to do so by the Town Code Enforcement Officer or any Town police officer.

(2) The Town shall provide notice of any dog impounded pursuant to this Subsection in accordance with Section 7-6-90 of this Code.

(e) Notwithstanding any provision of this Code to the contrary, when a violation of this Section is a continuing offense, each hour that a violation of this Section occurs may be considered a separate and distinct offense. (Ord. 333 §1, 2000; Ord. 454A §2, 2004)

Sec. 7-6-190. Vicious animals.

(a) It is unlawful for any person to harbor or keep a vicious animal within the Town. Any vicious animal shall be deemed a public nuisance, and may be seized by any police officer or animal control officer of the Town, and upon appropriate complaint and order of the Municipal Court or any other court of competent jurisdiction, may be humanely destroyed or otherwise disposed of, as the Court may determine in the abatement of the nuisance and protection of the public safety. It shall be an affirmative defense to prosecution under this Section that a dog is under the control of a law enforcement agency or the dog is a trained guard dog kept for the protection of property, and restrained by cage, fence or other adequate means from contact with the general public or with persons who enter the premises with the actual or implied permission of the owner or occupant,

provided that the premises are posted in a manner sufficient to give reasonable notice to the public and visitors of the presence of the guard dog. Nothing in this Section shall be construed to prevent the immediate killing of a vicious animal if, under the circumstances, such action is required to protect the public safety.

(b) *Vicious animal* is defined as an animal that bites or attacks a human or another animal, or approaches a human in an apparent attitude of attack, whether or not an attack actually occurs.

(c) Notwithstanding any other penalty provision of this Code, any person convicted of violating this Section shall be subject to the following minimum penalties:

- (1) One hundred fifty dollars (\$150.00) for a first conviction.
- (2) Three hundred dollars (\$300.00) for the second conviction of the same person or the second conviction finding the same animal to be vicious;
- (3) Five hundred dollars (\$500.00) for the third conviction of the same person; and
- (4) Five hundred dollars (\$500.00) and a mandatory hearing on the destruction of any animal that is found to be vicious under three (3) separate convictions. (Ord. 333 §1, 2000; Ord. 468 §6, 2005)

Sec. 7-6-200. Hearing on destruction of vicious animal.

(a) Upon the filing of a motion for destruction of a vicious animal, the Municipal Court shall set a hearing as soon as practical. The Court or Town Prosecutor shall promptly serve the owner, if known or reasonably discoverable, with written notice of the hearing and a copy of the motion at least five (5) days before the hearing. Service shall be pursuant to C.M.C.R. 204(e), 249(b) and C.R.C.P. 5(b).

(b) The hearing shall be for the purpose of deciding if the animal is a public nuisance. The Town shall bear the burden of proof at the hearing, by a preponderance of the evidence. If the owner, without good cause, fails to appear at the hearing, at arraignment or at trial, the dog shall be deemed abandoned and, upon proper proof of the public nuisance, may be destroyed or otherwise disposed of consistent with this Section.

(c) A continuance of the hearing on the motion for destruction, or a stay of the destruction order, may be granted only if the owner posts a bond sufficient to cover the total costs of the impoundment and destruction. (Ord. 333 §1, 2000)

Sec. 7-6-210. Rabies inoculations for dogs.

No person shall own or keep a domesticated dog over three (3) months of age unless such dog has current inoculation against rabies. (Ord. 468 §7, 2005)

Sec. 7-6-220. Livestock running at large.

It is unlawful for any owner or keeper of any horse, cow or other livestock to fail to keep any such horse, cow or livestock securely fenced, stabled or contained and under such reasonable control as to

prevent such horse, cow or livestock from going onto any public property or onto any private property, the owner or tenant of which has not given permission for such entry. (Ord. 468 §8, 2005)

Sec. 7-6-230. Impoundment of livestock and disposition.

(a) In addition to any other penalty or remedy provided for a violation of this Chapter, any Town Community Service Office or other member of the Police Department is hereby authorized to remove and impound any horse, cow or other livestock found running at large in violation of Section 7-6-220 above, and shall impound and keep such animal in a suitable place for disposition as herein provided, and he or she shall, as soon as practical, contact the State Brand Inspector's office to determine the ownership of the impounded animal.

(b) Before any animal impounded under this Section is released, the owner or other person having lawful custody and claiming such animal shall pay the following fees:

- (1) Impound fee of twenty-five dollars (\$25.00) per animal.
- (2) Boarding fee equal to the actual cost to board the animal.
- (3) The actual costs of publication of notice of sale.
- (4) The actual costs for necessary veterinary care.

(c) After any animal impounded pursuant to this Section has been boarded for a period of five (5) consecutive days, the Town may advertise the animal for sale by publishing notice in a newspaper of general circulation containing a description of the animal, the date, time and place of sale, and notice that the animal shall be sold to the highest bidder. If there is no bidder at such sale, the Town may sell the animal at private sale. From the proceeds of any sale, the Town shall withhold costs incurred in impounding, boarding and caring for the animal and in publishing and conducting the sale. Any excess proceeds shall be returned to the owner of the animal. If the owner cannot be located or does not claim the excess funds within thirty (30) days after the sale by presenting satisfactory evidence of ownership, the excess shall be considered abandoned, become property of the Town and be deposited in the General Fund of the Town. (Ord. 468 §9, 2005)

Sec. 7-6-240. Bee-keeping prohibited.

(a) It is unlawful and declared to be a nuisance for any person to keep or permit to be kept upon property he or she owns or occupies any active bee yard or bee hive.

(b) In addition to any other penalty or remedy provide for a violation of this Chapter, the Town may pursue the nuisance abatement and cost recovery procedures available under Article II of this Chapter for a violation of this Section. (Ord. 468 §10, 2005)

Sec. 7-6-250. Animal excrement.

(a) When any animal deposits excrement upon any property not belonging to its owner or keeper, including the private properties of others, public streets, parks, sidewalks and alleyways, or the common areas of condominiums, townhouses or apartments, it shall be unlawful for the owner or

keeper of such animal to fail to remove and dispose of such excrement promptly and in a sanitary manner. Excrement shall not be deposited in storm sewers or street gutters.

(b) The accumulation of animal excrement compromises public health and constitutes a threat to the public safety and welfare. It is unlawful and declared to be a nuisance for the owner or keeper of any animal to allow animal excrement to accumulate upon his or her property so as to be a health hazard. (Ord. 479 §1, 2005)

Sec. 7-6-260. Rodents; nuisance defined.

(a) The following rodents are declared to be detrimental and injurious to the public health, safety and welfare of the inhabitants and property, both public and private, of the Town and they are determined and declared a public nuisance: prairie dogs.

(b) Nothing contained in Subsection (a) above shall be construed or intended to include within the definition of a public nuisance any animal designated by a state or federal agency as an endangered animal under state or federal law.

(c) Nothing contained in Subsection (a) above shall be construed or intended to authorize the destruction or removal of an animal declared a public nuisance in violation of any state or federal law, rule or regulation related to any threatened or endangered animal. (Ord. 508 §2, 2006)

Sec. 7-6-270. Control of infestation – defined; abatement.

(a) No owner of any lot, block or parcel within the Town, nor any tenant or agent in charge thereof, shall allow or permit said lot, block or parcel to become or remain infested with prairie dogs or prairie dog nests or burrows; provided, however, that where such nests or burrows are necessary for the maintenance of wildlife listed as threatened or endangered by any state or federal law, rule or regulation, such nests or burrows may be maintained in accordance with such state or federal law, rule or regulation. In addition to being unlawful, any infestation in violation of this Section shall constitute a public nuisance.

(b) For the purpose of this Section, *infestation* shall mean the presence of more than one (1) prairie dog burrow or nest per nine hundred (900) square feet of ground.

(c) The Town may pursue any of the cumulative nuisance enforcement alternatives set forth in Article II of this Chapter 7 for any prairie dog nuisance. (Ord. 508 §2, 2006)

Sec. 7-6-280. Combined limit on dogs and cats.

No more than three (3) total dogs or cats, or any combination thereof, that are over six (6) months of age, shall be permitted per each dwelling unit or per commercial or industrial property if no dwelling units are present. Any and all owners or keepers of such dogs and cats shall be jointly and severally liable for violation of this Section. (Ord. 527 §3, 2008)