

ORDINANCE NO. 2019- \_\_\_\_

A BILL

FOR AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 14-1, 14-4, 14-7 AND 14-75 OF THE CITY CODE RELATED TO ENACTING AN AGGRESSIVE ANIMAL, POTENTIALLY DANGEROUS ANIMAL AND DANGEROUS ANIMAL ORDINANCE AND REPEALING THE BREED SPECIFIC LEGISLATION BAN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That section 14-1 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows;

Sec. 14-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon* means the leaving of an animal without adequate provisions for the animal's proper care by its owner, the person responsible for the animal's care or custody or any other person having possession of such animal.

***Aggressive animal* means an animal, whether under the control of the owner or not, except a dog assisting a law enforcement officer engaged in law enforcement duties, which without provocation or justification approaches any person or other animal in an apparent attitude of attack. An animal that is on its owner's property that acts aggressively at a fence or barrier but does not leave the owner's property shall not be deemed to be an aggressive animal.**

*Animal* means a living organism other than a plant or bacterium. Animal in this Code includes arthropods, amphibians, reptiles, birds, and mammals. As used in this Code, the term "animal" excludes humans.

*Animal ~~care~~ protection officer* means any person empowered by the city to enforce this chapter by means of appropriate police powers.

*Animal grooming service* means any place or establishment where animals are kept less than 24 hours to be clipped, combed or otherwise groomed for compensation for the purpose of enhancing their appearance, aesthetic value or health.

*Animal shelter* means any premises designated by the city manager for the humane boarding and caring for any animal impounded under this chapter or any other ordinance or laws of the state.

***Bite(s)* means any contact between an animal's mouth and teeth and the skin of a bite victim which causes visible trauma, such as a puncture wound, laceration or other piercing of the skin.**

*Cat* means any member of the felidae family including the domestic cat, lion, tiger, leopard, jaguar, cougar, wildcat, lynx and cheetah and any member of the feline family regardless of sex.

*Cat, spayed/neutered* means any cat upon which spaying or other neutering procedure has been performed by a licensed veterinarian and accompanied by a certificate asserting such operation or other procedure has been performed.

*Cattery* means any structure or premises where more than three adult cats are kept, whether by the owners of the cats or by persons providing facilities and care whether or not for compensation. A cattery does not include a small animal hospital, clinic or pet shop.

*Circus* means a commercial variety show featuring feats of horsemanship, balancing, tumbling, vaulting, and where clowns or acrobats, wild animals, performers and actors entertain the audience.

***Dangerous animal* means any animal, whether under the control of the owner or not, except a dog assisting a law enforcement officer engaged in law enforcement activities, that**

**(a) Bites any person or domesticated animal; or**

**(b) Has an owner that has failed to maintain or abide by the conditions of release of a dangerous dog ordered by the court or a dangerous animal permit.**

*Dog, female/male* means any dog upon which no alternative surgery of the genital organs or other neutering procedure has been performed.

*Dog kennel* means any facility for housing, boarding, harboring, training or breeding where more than three dogs that are four months of age or older are kept.

*Dog, spayed/neutered* means any dog upon which any neutering procedure has been performed by a licensed veterinarian and accompanied by a certificate asserting such operation or other procedure has been performed.

*Domesticated* means any animal customarily adapted so as to commonly live safely within the community.

*Household pet* means any domesticated animal commonly kept in the primary residence. Household pets include dogs, domestic cats, domestic caged birds, canaries, parrots, rabbits, hamsters, guinea pigs and similar rodents, fish, and reptiles so long as such animals are not kept to supplement food supplies or for any commercial purpose whatsoever. Household pet does not include livestock or potbellied pigs.

*Hybrid* means any offspring of two animals of different breeds, varieties, species or genera.

*Intact* means any dog or cat upon which no alternative surgery of the reproductive organs or other neutering procedure has been performed.

*Kennel* means any structure or premises used for boarding or breeding of any animal for compensation or for profit.

*Livestock* means any domesticated animal, including but not limited to equine, bovine genus, ruminantia, sheep, goats, pigs, peacocks, turkeys, chickens, pigeons, ducks, geese, ratite or other poultry or fowl or mink.

*Microchip* means an electronic transponder intended for the subcutaneous insertion into an animal for the use of identification.

*Mistreatment* means every act or omission which causes or unreasonably permits the continuation of unnecessary abuse or unjustifiable pain or suffering.

*Motor vehicle* means any motor vehicle, including but not limited to the open bed of a truck, a convertible vehicle with the top down or removed, the rear storage portion of a station wagon with the tailgate open and the trunk or hatchback portion of any vehicle with trunk or hatchback open.

*Neglect* means failure to provide food, water, protection from the elements or other care generally considered to be normal, usual and accepted for an animal's health and well-being consistent with the species, breed and type of animal.

*Owner* means any person in possession of, harboring, keeping or having custody and control of any animal to which the section in which the word appears is applicable.

*Pack animals* mean animals used for carrying materials, including such animals as horses, donkeys, burros or llamas.

*Pet shop* means any business engaged in buying, selling, trading or bartering for resale or wholesale pet animals to consumers, brokers, commissioned merchants or any middleman.

***Potentially dangerous animal* means any animal, which while running at large, except a dog assisting a law enforcement officer engaged in law enforcement duties, ~~which while running at large:~~**

- (a) Behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or domestic animal;**
- ~~(b) Causes injury to a domestic animal; or~~**
- (b)(e) Has been previously adjudged to be a potentially dangerous animal, or a similar definition, by any jurisdiction that has not had the declaration waived.**

***Proper enclosure* means a structure which:**

- (a) Is suitable to prevent the entry of young children and to prevent the animal from escaping;**
- (b) Is a six-sided structure with a bottom permanently attached to the sides and the sides must be at least six (6) feet high to prevent the animal from escaping;**
- (c) Shall provide appropriate protection from the elements for the animal;**
- (d) Shall provide adequate exercise room, light, and ventilation for the animal;**
- (e) Must comply with all zoning and building ordinances of the City; and**
- (f) Must be kept in a clean and sanitary condition and approved by an Animal Protection Officer.**

***Provocation* means any action or activity, whether intentional or unintentional which would be reasonably expected to cause a normal animal in similar circumstances to react in a manner similar to that shown by the evidence.**

*Ratite* means a sub-ordinal group of birds with small or rudimentary wings and no keel to the breastbone that are nonetheless descended from birds with the power of flight, including ostriches, rheas, cassowaries and emus, elephant birds, moas and kiwis.

*Rescue* means the capture of either a dog or cat that is either running at large or abandoned.

*Ruminantia* means any even-toed hoofed mammals including sheep, goats, deer, elk, llama and alpaca that chew their cud and have a complex three or four-chambered stomach.

***Serious physical injury* [as also defined in C.R.S. § 18-1-901 (2018)] means bodily injury which, either at the time of the actual injury or at a later time, involves a substantial risk of death, a substantial risk of serious permanent disfigurement, a substantial risk of protracted loss or impairment of the function of any part or organ of the body, or breaks, fractures.**

*Veterinary clinic* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

*Zoological park* means a garden or a park where wild or exotic animals are kept for exhibition.

Section 2. That section 14-4 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-4. - Impoundment; court proceedings; destruction of animals.

(a) *Animal shelter.* The city shall provide for an animal shelter for the city in the enforcement of this chapter. The city animal shelter shall be any premises designated by the city manager for the humane boarding and caring for any animal impounded under this chapter or any other ordinance or law of the state. This chapter shall be enforceable by any animal ~~care~~ **protection** officer and by any police officer or other person who may be so authorized by the Code. They shall be authorized to issue, sign and serve summonses and complaints and to make all determinations within their discretion in compliance with this chapter.

(b) *Length of impoundment.* If there is probable cause to believe that there is a violation of section 14-5, 14-6, 14-7, 14-8, 14-10, 14-11, 14-12, 14-13, 14-71, 14-72, 14-74, ~~14-75~~, 14-101, 14-102 or 14-161, the animal may be taken into custody by the animal ~~care~~ **protection** officer or member of the police department and impounded in the animal shelter in a humane manner. Except as otherwise provided in subsection (g), such impoundment shall be for a period of not less than ~~three days~~ **seven (7) days**, unless earlier claimed. If the owner fails to claim the impounded animal after three days subsequent to being notified or reasonable efforts to notify have been made, the animal shall become the property of the city and shall be disposed of in a humane manner at the

discretion of the city manager or designee. The owner shall still be subject to all fees and costs.

- (c) *Failure to produce animal.* The owner of any animal subject to impoundment under subsection (b) of this section shall, on demand of the animal ~~care~~ **protection** officer, or other person who may be so authorized by the Code, produce the animal for impoundment as prescribed in this section. It shall be unlawful for the owner of any such animal to fail or refuse to produce the animal on demand. Any such failure or refusal shall subject the owner to immediate arrest, should probable cause exist to believe that the owner is harboring or keeping the animal and refuses to produce it upon such demand. Upon arrest, the owner shall be held to appear before a judge of the municipal court who may order the immediate production of the animal. Each day of such willful refusal to produce the animal shall constitute a separate violation and offense.
- (d) *Fees.* The city manager shall promulgate the fees relevant to this chapter in accordance with city procedures concerning administrative charges for city services.
- (e) *Notice.* The animal ~~care~~ **protection** officer shall make every reasonable effort to identify and notify the owner of the impoundment of the animal.
- (f) *Court proceedings against animal owner.* If a dog or other animal is impounded, the animal ~~care~~ **protection** officer or member of the police department may institute proceedings in the municipal court on behalf of the city against the animal owner, if known, charging the owner with a violation of this chapter. Nothing in this section shall be construed as preventing the animal ~~care~~ **protection** officer, a member of the police department or any other person who may be authorized pursuant to this Code from instituting a proceeding in the municipal court for violation of this chapter when there is probable cause to believe that the violation occurred but where there has been no impoundment.
- (g) *Court findings; release of animal; surrender.* If a complaint has been filed in the municipal court against the owner of an animal impounded for violation of section 14-6, 14-7, 14-8, 14-10, 14-12, 14-13, 14-71, 14-72, **or** 14-74 ~~or 14-75~~, the animal shall not be released from impoundment except on the order of the municipal judge. The municipal judge may, upon making a finding that the alleged owner has failed to appear for any court date on the complaint, order the animal to be surrendered to the Aurora Animal **Care Services** Division ~~or destroyed in a humane manner. When, at a hearing for release or surrender of an animal that has been found by the municipal court, by a preponderance of the evidence, to be a restricted breed, the animal shall be ordered surrendered unless the owner produces evidence deemed sufficient by the court pursuant to section 14-75(e) that the restricted breed will be permanently taken out of the city.~~ At any other hearing for release or surrender the animal shall be ordered surrendered unless the municipal judge finds, by a preponderance of the evidence, there exists reasonable assurance that the animal can be safely maintained, cared for and controlled without danger to the community, and that the animal does not create a nuisance to the surrounding neighbors or community. In determining whether the animal can be safely maintained, cared for and controlled by its owner, the judge shall consider all relevant and reliable evidence, whether or not the evidence is admissible at trial, including, without limitation, pre-bite or post-bite behavior indicative of aggressive or dangerous tendencies regardless of

impoundment status. If the animal's owner wishes to have a behavior assessment performed before the surrender hearing, he or she shall notify and work with Aurora Animal Services to set up and complete such assessment following the Aurora Animal Service's shelter policies. Aurora Animal Services shall include language giving written notification (in bold print) of the right to a behavior assessment to any owner of an animal impounded and set for an impound hearing under this section. If the animal's owner chooses to conduct an assessment, Aurora Animal Services shall also be permitted to conduct an assessment. Written copies of the findings from each assessment shall be shared with the other party within five (5) days of the assessment being conducted, and at least five (5) days before the date of the impound hearing provided for in Section 14-4(g). The assessment shall be presented to the Judge at the impound hearing. The Judge shall also hear any proffered evidence of the circumstances of the initial bite including whether it occurred on the owner's property, including provocation and any evidence relating to the ability to keep the animal on/with the owner utilizing any requirements able to be taken by the owner to minimize any recurrence. All options in lieu of surrender shall be considered. **The municipal judge may order the release of an aggressive animal, potentially dangerous animal or dangerous animal to the owner if the owner obtains, maintains and abides by all the requirements for keeping an aggressive animal, potentially dangerous animal or a dangerous animal as set forth in section 14-7.** An order of destruction or surrender of an animal shall not relieve the owner of payment of fees or costs which resulted from the impoundment.

(h) *Procedures following a court-ordered surrender.*

After any judicial order to surrender the animal:

- (1) The court shall grant an automatic stay of the surrender order for seven (7) calendar days. During this automatic stay, the surrendered animal shall remain at the Aurora Animal Shelter and the animal will not be adopted, transferred, or humanely euthanized. If the seventh (7<sup>th</sup>) day falls on a weekend or a holiday, the period of the stay will be extended to **the** close of business of the next business day. The animal's owner will not be responsible for any fee or costs commencing from the time of the court's surrender order through the expiration of the automatic stay period.
- (2) The court shall verbally advise and provide written notice to the owner of his or her right to appeal the surrender order. The notice shall reference the automatic stay for seven (7) calendar days and inform the owner that failure to take action within the period of the stay could result in the animal being adopted, transferred, or humanely euthanized. The written notice shall advise the owner that hiring an attorney is not required but is recommended and that an appeal can be pursued without an attorney.
- (3) The court shall advise the owner and the written notice shall state that at the expiration of the seven (7) calendar day stay an appeal bond in the amount of \$100 for the first 30 days after the initial seven (7) day automatic stay must be posted as set out in section 14-4(l) in order to further stay the courts surrender order.

- (4) At the conclusion of the seven (7) day stay of execution, if the owner has not posted the amount of the appeal bond, Aurora Animal Services must conduct a post surrender evaluation and make a determination about the outcome of the animal. Aurora Animal Services shall attempt and make reasonable efforts to find alternatives other than humane euthanasia for the animal, while balancing public safety, the safety of the people and animals near any new placement, and the health and safety of the animal itself. Adoption by individual person(s) shall be considered and not summarily rejected. Aurora Animal Services shall prepare a report of the evaluation setting out in detail the efforts made to place the animal outside the City or otherwise adopt, transfer or place the animal. Before any placement, transfer or adoption of a court-ordered surrendered animal, the City shall prepare a comprehensive waiver of liability to be acknowledged and signed by anyone accepting ownership of such animal.
- (i) *Payment of fees prior to animal's release.* Subject to subsections (f) and (g) of this section, any impounded animal may be redeemed by the owner upon prior payment of the impound fee, if the animal was not voluntarily impounded by the owner; boarding fees; veterinary charges, if any; and such other costs assessed incidental to the impoundment of the animal.
- (j) *Fails to pay fees; penalty.* The refusal to redeem any impounded animal by the owner thereof shall not relieve the owner of the duty to pay the impoundment, boarding and veterinary charges that may be assessed. The owner of any animal who fails or refuses to pay such fees and charges shall be in violation of this section and may be summoned and be subject to both such fine and imprisonment as provided by section 1-13, upon conviction of violation of this section.
- (k) *Liability.* Neither the city, its employees, nor any person enforcing this section shall be held liable for any accident or subsequent disease that may occur in connection with the administration of this section.
- (l) *Appeal bond.* At the conclusion of the automatic stay period, if the owner of an animal that is ordered surrendered pursuant to subsection (g) of this section desires a further stay of execution of the surrender order pending appeal, the owner shall, as a condition of any further stay of execution, post with the clerk of the court an initial appeal bond in the amount of \$100, for the first 30 days. At the expiration of the 30 day period, in order to continue to stay the surrender order, the owner must return to the court and request that the judge set and the owner shall post with the clerk of the court an amount sufficient to pay the costs, fees and expenses specified in subsections (1)(1) and (2) of this section. Regardless of the pendency of any formal legal proceedings, the owner and Aurora Animal Services shall collaborate in good faith to find an outcome for the animal other than being humanely euthanized including rehabilitative measures, training and regular enrichment sessions. The fees specified in subsection (1)(2) of this section shall be posted with the clerk of the municipal court in advance, and in successive 30-day increments thereafter during the pendency of the appeal. If any required deposit is not made, the stay of execution shall expire and the order for surrender of the animal shall be executed. During this 30 day period, the owner shall only be assessed the boarding fees and the cost of medicines and medical devices. In no case shall any veterinarian fees be assessed. If

required appeal bond is not paid and the stay of the surrender order is lifted, Aurora Animal Services, before moving forward with disposition of the animal, must conduct an assessment, following animal welfare best practices, and shall attempt and make reasonable efforts to find alternatives other than humanely euthanasia for the animal, while balancing public safety, the safety of people and animals near any new placement, and the health and safety of the animal itself. If a final order is entered authorizing the surrender of the animal, the costs, fees and expenses posted pursuant to subsections (l)(1) and (2) of this section shall be forfeited and paid to the animal shelter. If, after final appeal, it is determined that the animal should not be surrendered and that the order for surrender was entered in error, the fees posted as a condition of the stay of execution pursuant to subsection (l)(2) of this section shall be refunded to the appellant and the animal shall be released to the owner. In such event, the costs and expenses posted pursuant to subsection (l)(1) of this section shall be ordered forfeited to the court and paid to the animal shelter. In addition to those costs, fees and expenses covered by subsections (k)(1) and (2) of this section, costs and expenses covered by subsection (l)(3) of this section shall be remitted to the animal shelter within 15 days of the billing thereof. The date of the bill shall be the day the bill is mailed to the owner's last known address. In lieu of a cash deposit, the appellant may execute a bond to the city as provided in this subsection. One or more sureties may be required or the defendant may furnish cash security or, in the discretion of the court, no security or surety need be required. Costs and fees shall be designated as follows:

- (1) Costs and expenses from and including the date of impoundment through and including the date of the court's surrender order.
- (2) Boarding fees from the expiration of the automatic seven (7) day stay provided for in subsection (h) of this section but only after the 37<sup>th</sup> day if the initial \$100 appeal bond has been filed.
- (3) Reasonable and necessary costs and other expenses, undertaken for the welfare of the animal not covered by subsections (l)(1) and (2) of this section, incurred from and including the expiration of the automatic seven (7) day stay provided for in subsection (h) of this section but only after the 37<sup>th</sup> day if the initial \$100 appeal bond has been filed.

Section 3. That section 14-7 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-7. – Keeping **potentially dangerous**, aggressive, or dangerous animals.

- (a) ***Potentially Dangerous Animal Prohibited.*** It shall be unlawful for any person to **own, possess, care for, keep, maintain** or harbor ~~an aggressive or a~~ **potentially dangerous animal without compliance with this section.** ~~For the purposes of this chapter, the term "aggressive or dangerous animal" shall mean any dog or other animal that, without intentional provocation, bites or attacks humans or other animals or in an aggressive or dangerous manner approaches any person or other animal in an apparent attitude of attack, whether or not the attack is consummated or capable of being consummated. It shall be an affirmative defense to charges under this section if the actual or intended victim of any attack has made an unlawful entry into the dwelling of the owner.~~ **When**



an Animal Protection Officer has probable cause to believe an animal has engaged in behavior that meets the definition of a potentially dangerous animal, the owner shall be charged with having a potentially dangerous animal and the animal may be seized and impounded pending a hearing in the Aurora Municipal Court. The Animal Protection Officer may utilize their discretion to issue an appropriate summons and complaint and release the animal to the owner.

- (b) ***Aggressive Animal Prohibited.*** It shall be unlawful for any person to own, possess, care for, keep, maintain or harbor an aggressive animal. When an Animal Protection Officer has probable cause to believe an animal has engaged in behavior that meets the definition of aggressive animal, the owner shall be charged with having an aggressive animal and the animal may be seized and impounded pending a hearing in the Aurora Municipal Court. The Animal Protection Officer may utilize their discretion to issue an appropriate summons and complaint and release the animal to the owner.
- (c) ***Dangerous Animal Prohibited.*** It shall be unlawful for any person to own, possess, keep, care for, maintain or harbor a dangerous animal without compliance with this section. When an Animal Protection Officer has probable cause to believe an animal has engaged in behavior that meets the definition of a dangerous animal the owner shall be charged with having a dangerous animal and the animal shall be seized and impounded pending a hearing in the Aurora Municipal Court.
- (d) ***Unknown Owner.*** If the animal that meets the definition of potentially dangerous animal, dangerous animal, or aggressive animal and the identity of the owner of the animal cannot be reasonably determined the animal shall be immediately seized and impounded. If the owner claims such animal the animal may, in the sole discretion of the Aurora Animal Services Division Manager, be released to its owner and the owner will be issued a summons and complaint charging the appropriate violation and an impound hearing will be set. Any animal impounded that is not claimed within a seven-day period the animal will be deemed to have been surrendered to the Aurora Animal Services Division.
- (e) ***Keeping of an Aggressive Animal or Potentially Dangerous Animal.*** After an owner has been adjudicated by the Aurora Municipal Court as having either an aggressive animal or potentially dangerous animal, as a condition of returning the aggressive animal or potentially dangerous animal to the owner, the Court shall order the owner:
  - (1) To apply for an aggressive or potentially dangerous animal permit within five (5) days of the date of a conviction, and maintain and comply with the conditions of the permit and this section at all times, until the Court waives the aggressive animal or potential dangerous animal determination;
  - (2) Not permit the aggressive or potentially dangerous animal to run at large or leave the owner's property unless the animal is securely leashed and muzzled; and

- (3) To spay or neuter the aggressive or potentially dangerous animal and provide proof of sterilization to the Aurora Animal Services Division within fourteen (14) days of the Court's order.

In addition to any other penalty or condition imposed by the Court for violating this section the Court may revoke the aggressive or potentially dangerous animal permit and order the surrender of the animal to the Aurora Animal Services Division if the Court finds sufficient evidence the owner has not complied with all the conditions or restrictions ordered by the Court or has otherwise violated any other provision of Chapter 14. The owner of an animal ordered surrendered to the Aurora Animal Services Division is subject to the surrender requirements as provided in section 14-4.

- (f) *Waiver of the Aggressive Animal or Potentially Dangerous Animal Determination.* The owner of an aggressive animal or potentially dangerous animal may apply to the Aurora Animal Services Division Manager to have the declaration waived after two (2) years upon meeting the following conditions:

- (1) The owner and the aggressive animal or potentially dangerous animal has had no subsequent violation of this Chapter; and
- (2) The owner of the aggressive animal or potentially dangerous animal has complied with all the Court ordered provisions, the provision of this section, and the provisions of the aggressive or potentially dangerous animal permit for a period of two (2) years; and
- (3) The owner provides proof to the Aurora Animal Services Division Manager of successful completion of a behavior modification program administered by a Certified Pet Dog Trainer, Certified Dog Behavior Consultant, or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists or equivalent training.

The Aurora Animal Services Division Manager shall forward the waiver request to the Aurora Municipal Court for a hearing to waive or rescind the aggressive animal or potentially dangerous animal declaration.

- (g) *Keeping of a Dangerous Animal.* After an owner has been adjudicated by the Aurora Municipal Court as having a dangerous animal, as a condition of returning the dangerous animal to the owner, the Court shall order the owner to apply for a dangerous animal permit within five (5) days of the date of a conviction, maintain and comply with the conditions of the permit and this section at all times, until the Court waives the dangerous animal determination. The following conditions and requirements shall be part of the Court's order to release the dangerous animal to its owner.

- (1) *Enclosure.* Whenever outside of a residential structure the owner shall keep the animal in a locked proper enclosure;
- (2) *Leash.* No owner of a dangerous animal shall allow the animal to exit its residential structure or proper enclosure unless the animal is securely

attached to a leash not more than four (4) feet in length and held by a person who is both over the age of eighteen (18) and who has the physical ability to restrain the animal at all times. No owner shall keep or permit the animal to be kept on a chain, rope or other type of leash outside its residential structure or proper enclosure unless a person capable of controlling the animal is in physical control of the leash;

- (3) ***Muzzle.*** It shall be unlawful for any owner of a dangerous animal to allow the animal to be outside of its residential structure or proper enclosure unless it is necessary for the animal to receive veterinary care or exercise. In such cases, the animal shall wear a properly fitted muzzle to prevent it from biting humans or other animals. Such muzzle shall not interfere with the animal's breathing or vision;
- (4) ***Confinement.*** Except when leashed and muzzled as provided in this subsection, a dangerous animal shall be securely confined in a ~~residence~~ residential structure or confined in a locked proper enclosure;
- (5) ***Indoor Confinement.*** No dangerous animal shall be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such house or structure on its own volition. In addition, no such animal shall be kept in a house or structure when the windows or screen doors are the only obstacle preventing the animal from exiting the house of structure;
- (6) ***Signs.*** All owners of dangerous animals shall display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog";
- (7) ***Liability Insurance, Surety Bond.*** Subject to judicial discretion, the Court may require the maintenance of either a homeowners, condominium or renter's insurance policy as applicable with a policy minimum of \$100,000. If in spite of reasonable efforts to obtain liability insurance the owner is unable to obtain insurance the owner can request a waiver of the requirement.
- (8) ***Identification Photographs.*** All owners of dangerous animals must within ten (10) days of a determination the animal is dangerous provide the Aurora Animal Services Division with two color photographs of the registered animal clearly showing the breed, color and approximate size of the animal;
- (9) ***Microchip.*** All owners of dangerous animals shall microchip the dangerous animal within ten (10) days of a determination the animal is dangerous and provide the microchip information to the Aurora Animal Services Division to register the animal as dangerous;

- (10) ***Spaying/Neutering.*** All owners of dangerous animals, if not already so treated, shall spay or neuter the animal within fourteen (14) days of a determination the animal is dangerous and provide proof of the sterilization to the Aurora Animal Services Division;
- (11) ***Sale or Transfer of Ownership.*** No owner shall sell, barter or in any way dispose of or transfer a dangerous animal registered with the City as a dangerous animal to any person within the City unless the recipient person resides permanently in the same household and on the same premises as the owner of a dangerous animal. The owner of a dangerous animal may sell or otherwise dispose of a registered dangerous animal to persons who do not reside within the City if the current owner discloses the animal's dangerous animal determination to the new owner and has the new owner of the dangerous animal read and sign a "Liability Waiver" provided by the Aurora Animal Services Division. The current owner shall immediately notify the Aurora Animal Services Division of any change of ownership of any dangerous animal and provide the Liability Waiver signed by the new owner to the Aurora Animal Services Division;
- (12) ***Immediate Notification.*** The owner of a dangerous animals shall immediately notify the Aurora Animal Services Division if the dangerous animal escapes from its proper enclosure or restraint and is at large. The owner dangerous animals shall immediately notify the Aurora Animal Services Division if the dangerous animal bites or attacks a person or domestic animal; and
- (13) ***Failure to Comply.*** It shall be a separate offense to fail to comply with any of the conditions or restrictions in this subsection. Any violation of this subsection shall result in the owner being charged with violating this subsection and the animal being subject to immediate seizure and impoundment.
- (14) ***Acknowledgement of Conditions.*** The owner shall be provided with a document setting forth all of these requirements and the owner shall attest their receipt thereof.

In addition to any other penalty or conditions imposed by the Court for violating this subsection the Court may revoke the dangerous animal permit and order the surrender of the animal to the Aurora Animal Services Division if the Court finds sufficient evidence the owner has not complied with all the conditions or restrictions ordered by the Court, the dangerous dog permit, this section, or has otherwise violated any other provision of Chapter 14. The owner of an animal ordered surrendered to the Aurora Animal Services Division is subject to the surrender requirements as provided in section 14-4.

- (h) ***Waiver of the Dangerous Animal Determination.*** The owner of a dangerous animal may apply to the Aurora Animal Services Division Manager to have the declaration

of dangerous animal waived after three (3) years upon meeting the following conditions:

- (1) The owner and the dangerous animal has had no subsequent violation of this Chapter; and
- (2) The owner of the dangerous animal has complied with all the Court ordered provisions, the provision of this section, and the provisions of the dangerous dog permit for a period of three (3) years; and
- (3) The owner provides proof to the Aurora Animal Services Division Manager of successful completion of a behavior medication program administered by a Certified Pet Dog Trainer, Certified Dog Behavior Consultant, or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists or equivalent training.

The Aurora Animal Services Division Manager shall forward the waiver request to the Aurora Municipal Court for a hearing to waive or rescind the dangerous animal declaration.

- (i) *Aggressive Animal, Potentially Dangerous Animal Permit and Dangerous Animal Permit.* In addition to the conditions listed by this section for such permit, applications for an aggressive animal or potentially dangerous animal permit and a dangerous animal permit shall include:
  - (1) The name and address of the applicant and of the owner of the animal and the names and address of two (2) persons who may be contacted in the case of an emergency.
  - (2) An accurate description of the animal for which the permit is requested.
  - (3) The address or place where the animal will be located.
  - (4) A permit fee for the animal. In addition to the license fees provided by this Chapter, the owner of an aggressive animal, potentially dangerous animal or dangerous animal shall pay an annual permit fee as set by section 2-587 of the City Code to register and maintain the registration of such owner of the animal.
  - (5) The microchip number of the animal.
  - (6) Proof that the animal has a current rabies vaccination.
  - (7) Such other information as required by the Aurora Animal Services Division.
- (j) *Continuation of Declaration.* Any animal that has been declared aggressive, potentially dangerous, or dangerous, or similar definition by any jurisdiction, shall be subject to the provisions of this ordinance. The person moving into the City owning any animal designated as aggressive, potentially dangerous, or dangerous, by any jurisdiction other than the City shall notify the Aurora Animal Services Division of the animal's address and conditions of maintaining the animal within ten (10) days of moving the animal into the City. The restrictions and conditions of maintaining an animal declared aggressive, potentially dangerous, or dangerous by the City or another jurisdiction shall remain in force while the animal remains in the City. The restriction and conditions imposed by any other jurisdiction for maintaining an aggressive, potentially dangerous, or dangerous animal shall remain in effect and in the event of a conflict between the provisions of this section and the

provisions of the other jurisdiction's restrictions or conditions the more restrictive provision shall control. No animal declared aggressive, potentially dangerous, or dangerous by any other jurisdiction based solely on size, breed, mix of breeds, or appearance shall be subject to this section.

- (k) ***Affirmative Defense.*** It shall be an affirmative defense to charges under this section if the actual or intended victim of any prohibited action of an animal under this section made an unlawful entry into the dwelling of the owner.
- ~~(h)~~(l) ***Guard dogs excepted.*** Dogs maintained as guard dogs, as defined in section 14-74 and in compliance with such section, shall not be included under this section.
- ~~(e)~~(m) ***Immediate destruction.*** Nothing in this chapter shall be construed to prevent the immediate destruction by an animal care **protection** officer or a police officer of any aggressive or dangerous animal when less drastic methods, such as tranquilizing, are not available or effective and when an animal care **protection** officer, a police officer or the animal's owner is unable to promptly and effectively restrain or control the animal so that it might be impounded.
- (n) ***Penalty.*** Any owner found guilty of violating any provision of this section shall be subject to the conditions for the release of the animal to the owner as ordered by the Court and subject to both fine and imprisonment as provided by section 1-13 of this City Code.

Section 4. That the City Code of the City of Aurora, Colorado, is hereby amended to add a new section to be numbered 14-73, which section shall read as follows:

**Sec. 14-73. – Reckless Dog Owner.**

- (a) **Any person convicted of:**
  - (1) A violation of Chapter 14 of the City Code three (3) or more times in a twenty-four (24) month period; or
  - (2) A violation of section 14-7 two (2) or more times in any five (5) year period shall be declared a reckless dog owner.
- (b) **If the Aurora Municipal Court determines an owner is a reckless dog owner the Court shall order the city licenses and permits of all dogs owned by the reckless dog owner to be revoked and shall order the owner not to own, keep, care-for, hold, possess, harbor, or maintain any dog for a period of five (5) years from the date of the declaration.**
- (c) **A person declared to be a reckless dog owner may apply to the Aurora Animal Services Division Manager to have the declaration waived after two (2) years upon meeting the following conditions:**
  - (1) **The reckless dog owner has had no violations of this Chapter since the declaration by the Court; and**
  - (2) **The reckless dog owner has complied with all the provisions of this section for a period of two (2) years since the date of the declaration by the Court; and**

- (3) **The reckless dog owner provides proof to the Aurora Animal Services Division Manager of successful completion of a program designed to improve the person's understanding of dog ownership responsibilities and based upon an interview with the Aurora Animal Services Division Manager establishing that understanding.**

**If the Aurora Animal Services Division Manager, in his or her sole discretion, finds sufficient evidence that the person has complied with all conditions in this subsection, the application shall be forwarded to the Aurora Municipal Court for a hearing to waive or rescind the reckless dog owner declaration.**

Section 5: That section 14-75 is hereby repealed in its entirety.

Sec. 14-75. ~~Unlawful keeping of pit bulls.~~

(a) ~~*Prohibited.* It shall be unlawful for any person to have, own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the city any pit bull.~~

(b) ~~*Definitions.*~~

(1) ~~"Immediate family" for purposes of this chapter, includes the owner's spouse, child, parent or sibling.~~

(2) ~~"Handler" for purposes of this chapter, means an individual with a disability who is utilizing a service dog, as that term is defined in this chapter, to do work or perform tasks directly related to the individual's disability. If over the age of 18, the handler must also be the owner of the service dog. If under the age of 18, the handler's legal guardian must be the owner of the service dog.~~

(3) ~~"Muzzle" for purposes of this chapter, shall mean a restraining device made of metal, plastic, leather, cloth or a combination of these materials that, when fitted and fastened over a snout/mouth/head, prevents the dog from biting but allows room for the dog to breath and pant. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but must prevent it from biting any person or animal.~~

(4) ~~"Pit bull" for purposes of this chapter, is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits or genetic markers of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.~~

(5) ~~"Secure temporary enclosure" for purposes of this chapter, is a secure enclosure used for purposes of transporting a pit bull and which includes a top and bottom permanently attached to the sides except for a "door" for removal of the pit bull. Such enclosure must be of such material and secured with a keyed or combination lock so that the pit bull cannot exit the enclosure on its own.~~

(6) ~~"Secure pen or enclosure" for the purposes of this chapter, shall mean a six-sided structure designed to prevent entry of a child or escape of a pit bull. Such pen or structure must have minimum dimensions of five feet by ten feet per animal housed~~

~~within and must have secure chain-link sides, a secured top and a secure bottom. The enclosure must provide protection from the elements for the dog. All structures erected to house a pit bull must comply with all zoning and building ordinances and regulations of the city and shall be kept in a clean and sanitary condition. The gate of the pen or enclosure shall be secured with a keyed or combination lock.~~

- (7) ~~"DNA testing" DNA (Deoxyribonucleic Acid) is the genetic blueprint that contain most of the genetic instructions for every canine's body make up (height, weight, size etc.). DNA testing means a genetic analysis to identify key single-nucleotide polymorphisms marker locations (genetic markers) that may detect the breed, type and variety of a dog and may show the ancestral breed composition of a particular dog.~~
- (8) ~~"DNA test evidence" an owner may, at the owner's expense, submit a DNA sample of a dog to a veterinarian or other professional to test for the genetic history of a dog. Such test should look for the genetic markers for the following breeds: American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier. In order to be considered a pit bull the DNA testing must demonstrate a genetic blueprint of excess of 50 percent of pit bull. The DNA test results shall constitute evidence which the court may consider in establishing that a dog is other than a breed banned by this section. DNA testing results shall override any subjective evidence including observational findings to the contrary. If an owner indicates to a judge that a DNA test will be performed, the court may issue appropriate orders as to the release of the dog with any additional conditions that the court believes will minimize any danger to the community during the pendency of the testing and obtaining the results.~~
- (c) ~~*Exceptions.* The prohibition in subsection (a) shall not apply in the following enumerated circumstances. Failure by the owner to comply and remain in compliance with all of the terms of any applicable exception may subject the pit bull to immediate impoundment and disposition.~~
- (1) ~~The owner of a pit bull who has applied for and received a pit bull license and who maintains the pit bull at all times in compliance with the pit bull license requirements of subsection (d) of this section and all other applicable requirements of this chapter, may keep a pit bull within the city.~~
  - (2) ~~The animal care division may temporarily transport and harbor any pit bull for purposes of enforcing the provisions of this chapter.~~
  - (3) ~~Any veterinarian while treating or grooming a pit bull, or holding such pit bull after treatment until claimed by the owner or released to an animal care officer.~~
  - (4) ~~A person may temporarily transport into and hold in the city a pit bull only for the purpose of showing such pit bull in a place of public exhibition, contest or show sponsored by a dog club association or similar organization. However, the sponsor of the exhibition, contest, or show must receive written permission from the city manager or designee, must obtain any other permits or licenses required by city ordinance, and must provide protective measures adequate to prevent pit bulls from escaping or injuring the public. The person who transports and holds a pit bull for showing shall, at all times when the pit bull is being transported within the city to and from the place of exhibition, contest, or show, keep the pit bull confined in a secure temporary enclosure~~



~~locked with a keyed or combination lock and bearing a caution sign affixed in a conspicuous location warning people a pit bull is confined within.~~

- ~~(5) The owner of a pit bull may temporarily transport the pit bull through the city. During such transport the owner may not stop within the city for any reason not reasonably related to and necessary for travel. During such travel, the owner shall keep the pit bull muzzled and either in a secure temporary enclosure or securely leashed with a leash no longer than four feet in length held by someone 21 years of age or older who is capable of effectively controlling the dog. Extension style leashes may not be used. Leashes may not be attached to inanimate objects.~~
- ~~(6) The owner/handler of a pit bull that is the handler's service animal who has applied for and received a pit bull license in accordance with subsection (d) of this section, and who maintains the pit bull at all times in compliance with the pit bull license requirements of subsection (d) of this section and all other applicable requirements of this chapter, may keep a pit bull that is a service animal within the city. If an animal care division or other authorized city law enforcement officer makes contact with an owner/handler of a pit bull not licensed pursuant to this section and the owner/handler asserts that his or her dog is a service animal, the owner/handler shall be informed of this section and instructed to obtain a pit bull license pursuant to subsection (d) below within 72 hours of the initial contact. Failure to obtain a pit bull license shall result in impoundment of the dog pursuant to subsection (e) of this section.~~
- ~~(7) A non-resident owner/handler may temporarily transport into and hold in the city a pit bull that is the owner/handler's service animal for a period not exceeding two weeks. During such temporary transport or holding, the owner/handler shall keep the pit bull muzzled and securely leashed with a leash no longer than four feet in length held by the owner/handler who requires the use of the service animal. In the event the handler, because of a disability, is not able to use a muzzle or leash no longer than four feet in length, or in the event the use of a muzzle or a leash no longer than four feet in length would interfere with the service animal's safe, effective performance of work or tasks, the service animal must be otherwise under the handler's control.~~
- ~~(d) License. The owner of a pit bull who has applied for and received a pit bull license within 60 days of the effective date of this section or the owner/handler of a pit bull that is a service animal who has applied for and received a pit bull license shall be allowed to keep such pit bull within the city. As a condition of issuance of a pit bull license, the owner shall at the time of application, comply with or otherwise provide sufficient evidence that the owner is in compliance with all of the following regulations:~~
- ~~(1) The owner of the pit bull shall provide proof of a current rabies vaccination and shall pay an annual pit bull license fee to be set by city council. The annual pit bull license fee shall be waived for a pit bull that is a service animal.~~
- ~~(2) The owner of the pit bull shall keep current the license for such pit bull through annual renewal. Such license is not transferable or renewable except by the holder of the license or by a member of the immediate family of such licensee. A pit bull license tag will be issued to the owner at the time of issuance of the license. Such license tag shall be attached to the pit bull by means of a collar or harness which must be worn by the~~

~~animal at all times, clearly visible, and shall not be attached to any pit bull other than the pit bull for which the license was issued.~~

- ~~(3) The owner must be at least 21 years of age. This regulation shall be waived for a pit bull that is a service animal when the handler is between at least 18 years of age, but under 21 years of age.~~
- ~~(4) The owner shall present to the city manager or designee proof that the owner has homeowner's or renter's insurance with a minimum of \$100,000.00 for liability coverage which will cover any damage or injury caused by a pit bull during the 12-month period covered by the pit bull. This regulation shall be waived for a pit bull that is a service animal.~~
- ~~(5) The owner shall, at the owner's own expense, have the pit bull spayed or neutered and shall present to the city manager or designee documentary proof from a licensed veterinarian that this sterilization has been performed.~~
- ~~(6) The owner shall, at the owner's own expense, have a microchip containing an identification number implanted into the pit bull. The owner shall also, at the owner's expense, register the microchip number with a national data bank and provide proof of such registration to the animal care division. The city manager or designee shall maintain a file containing the registration numbers and names of the pit bull and the names and addresses of the owners. The owner shall notify the city manager or designee of any change of address.~~
- ~~(7) Except as stated below and at all times when a pit bull is at the property of the owner, the owner shall keep the pit bull confined. When outdoors, all pit bulls shall be confined in a locked secure pen or enclosure or with its owner/handler or an adult at least 21 years of age in the rear yard with the dog, and the rear yard enclosed by a six foot fence maintained in accordance with chapter 146 of this Code. A warning sign shall be affixed to the gate of the structure notifying people a pit bull is contained within. This regulation related to the warning sign shall be waived for a pit bull that is a service animal.~~
- ~~(8) No pit bull may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. This regulation shall be waived for a pit bull that is a service animal.~~
- ~~(9) At all times when a pit bull is away from the property of the owner, the owner shall keep the pit bull muzzled and either in a secure temporary enclosure or securely leashed with a leash no longer than four feet in length held by someone 21 years of age or older who is capable of effectively controlling the dog. Extension-style leashes may not be used. Leashes may not be attached to inanimate objects. In the event the handler, because of a disability, is not able to use leash no longer than four feet in length, or in the event the use of a muzzle or a leash no longer than four feet in length would interfere with the service animal's safe, effective performance of work or tasks, the service animal must be otherwise under the handler's control at all times when away from the property of the owner/handler in a manner relayed to the city manager or designee at the time of licensing. This regulation and the means for controlling the pit~~

bull may be modified and portions may be waived for service animals by the city manager or designee as determined on a case-by-case basis.

- (10) ~~The owner shall not sell or otherwise transfer the pit bull to any person residing within the city except a member of the owner's immediate family who will then become the owner and will be subject to all of the provisions of this section.~~
  - (11) ~~The owner shall immediately notify the animal care division in the event that the pit bull is loose, stolen, at large, unconfined, has mauled, bitten, attacked, threatened, or in any way menaced another animal or human, or has died.~~
  - (12) ~~The owner shall have posted at the front door entrance to the owner's property where the pit bull is kept a conspicuous and clearly legible pit bull warning sign obtained from the animal care division. This regulation shall be waived for a pit bull that is a service animal.~~
  - (13) ~~No person applying for a pit bull license shall be granted a litter or fancier's permit pursuant to section 14-42 of this section for such pit bull.~~
  - (14) ~~Failure to comply with any of these conditions shall result in a revocation of the license, impoundment and disposition pursuant to subsection (e) of this section.~~
- (e) ~~*Impoundment.* The animal care division is authorized to immediately impound any pit bull found within the city limits which does not fall within the exceptions listed in subsection (c) or (d). If the dog is found to be an unlicensed pit bull it shall be ordered surrendered or destroyed unless the owner produces evidence deemed sufficient by the court that the pit bull is to be permanently taken out of the city. Sufficient evidence must include, but is not limited to, a notarized agreement from the person taking custody of the animal containing an address and date of transfer. Additionally, the owner must consent to an in-home inspection by the animal care division within 30 days of release for the purpose of verifying the dog's removal from the city. Prior to release, the owner must pay the cost of impoundment and microchip the dog pursuant to subsection (d)(6) of this section. If the dog is found not to be a pit bull or if the dog is found to be a service animal, the dog shall be released to the owner. Notwithstanding a finding that the dog is not a pit bull or a finding that the dog is a service animal, a dog may be impounded and the owner/handler may be held responsible for violations of this section or any other applicable state or local law, including but not limited to, the ordinances contained in chapter 14 of the Aurora Municipal Code.~~
- (f) ~~*Penalty.*~~
- (1) ~~Any person found guilty of violating this section with a licensed pit bull, upon conviction, could be subject to the penalty provisions of City Code section 1-13.~~
  - (2) ~~Any person found guilty of violating this section with an unlicensed pit bull shall, upon conviction, be subject to the payment of a fine of not less than \$700.00. In addition to the fines stated in this subsection, a person convicted under this section may be subject to not more than one year in jail. None of the minimum monetary fines in this subsection shall be suspended by the municipal court and the penalties in this subsection may be imposed in addition to the court-ordered destruction provided in section 14-4.~~

Section 6. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. Repealer. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed

Section 8. That pursuant to section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available in the Office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
BOB LEGARE, Mayor

ATTEST

\_\_\_\_\_  
Stephen J. Ruger, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
TIM JOYCE, Assistant City Attorney  
F./Dept/City Attorney/CA/Tim/Ordinance/2019 Danger Dog/ Ordinance 2019 Dangerous Dog