

# CITY OF CHIPPEWA FALLS, WISCONSIN

## NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of:

### Committee #3 **Transportation, Construction, Public Safety and Traffic**

Will be held on Monday, December 18, 2023 at 8:30 am, Council Chambers, City Hall,  
30 West Central Street, Chippewa Falls, WI.

Items of business to be discussed or acted upon at this meeting are shown on the agenda below:

1. **Discuss possible extension of the No Mow May initiative in the City. Possible recommendations to the Council.**
2. **Discuss status of the proposed short-term rental licensing ordinance in the City of Chippewa Falls. Possible recommendations to the Council.**
3. **Discuss proposed draft ordinance relative to the unlawful use of a telephone, cell phone, or computerized communication system. Possible recommendations to the Council.**
4. **Discuss proposed amendment of Chippewa Falls Municipal Code Section §9.08 – False Alarms Prohibited. Possible recommendations to the Council.**
5. **Discuss establishing a safety protocol to utilize school buses at intersections for all large parades held in the City. Possible recommendations to the Council.**
6. **Discuss renewal of the contract between the City of Chippewa Falls and the Chippewa Humane Association for the intake of stray and surrendered domestic animals. Possible recommendations to the Council.**
7. **Discuss possible amendment of Chippewa Falls Municipal Code Section §12.11 – Animal Care and Licenses. Possible recommendations to the Council.**
8. **Adjournment.**

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change. This agenda may be amended as it is reviewed.

#### CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on December 13, 2023 at 12:55 pm by BNG.

RESOLUTION SUSPENDING THE 12-INCH GRASS  
AND WEED PROHIBITION OF § 10.03(6)  
OF THE CITY CODE UNTIL JUNE 1, 2023

WHEREAS, A No Mow May initiative has been considered;

WHEREAS, Various municipalities in Wisconsin have adopted a No Mow May initiative;

WHEREAS, The Chippewa Falls Common Council desires to experiment with such an initiative on a trial basis in order to gauge the effect of permanently adopting such an initiative;

WHEREAS, § 10.03(6)(a) of the Chippewa Falls Municipal Code defines as a nuisance, inter alia, the following:

(6) NOXIOUS WEEDS.

(a) All noxious weeds as defined in § 66.0407, Wis. Stats., and any weeds or grass allowed to grow over an average height of more than 12-inches and which is annoying and located within developed areas of the City.

NOW THEREFORE, BE IT RESOLVED that the prohibition against having weeds or grass being allowed to grow over an average height of more than 12-inches is hereby suspended from enforcement until June 1, 2023 and the Chippewa Falls Common Council will thereafter review the effects of a No Mow May.

DATED this 4th day of April, 2023.

\_\_\_\_\_  
/s/ Chuck Hull  
Chuck Hull, Council President

\_\_\_\_\_  
/s/ GREGORY HOFFMAN  
APPROVED: Gregory S. Hoffman, Mayor

\_\_\_\_\_  
/s/ BRIDGET GIVENS  
ATTEST: Bridget Givens, City Clerk

Proposed New Ordinance for the City of Chippewa Falls, Chippewa County, Wisconsin.

9.086 – Unlawful Use of Telephone, Cell Phone, Computerized Communication System.

Whoever does any of the following is guilty of a violation of this section:

1. With intent to frighten intimidate, threaten, abuse or harass, makes a telephone call, cell phone call or sends a message by electronic mail, cell phone or other computerized communication system and threatens to inflict injury or physical harm to any person or threatens to cause damage or destroy the property of any person.
2. With intent to frighten, intimidate, threaten, abuse, harass or offend, telephones or cell phones another or sends a message by electronic mail, cell phone or other computerized communication system and uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
3. Makes or causes the telephone or cell phone of another repeatedly to ring or sends repeated messages by electronic mail, cell phone or other computerized communication system, with intent to harass or annoy any person at the called number or at any computerized communication system.
4. Makes repeated telephone calls, whether or not conversation ensues, with intent solely to harass or annoy any person at the called number.
5. Makes a telephone call, whether or not conversation ensues, and whether or not disclosing his or her identity, with intent to frighten, abuse, threaten, harass, or annoy any person at the called number.
6. **Calls or texts an emergency number, including but not limited to 911, without having a legitimate reason to make said call or text. No parent, guardian or other adult person having the care or custody of an individual shall knowingly permit, or permit by inefficient control, said individual to violate this section.**
7. Knowingly permits any telephone or electronic mail or other computerized communication system under his or her control to be used for any purpose prohibited by this section.
8. Penalty/Police Response Fee.
  - a. **1<sup>st</sup> Unlawful or Accidental Use of Telephone, Cell Phone, Computerized Communication System** – For the first violation of this subsection, the Chippewa Falls Police Department could issue a written warning or citation.
    - i. For violations by a person or business who have been issued a written warning by the Chippewa Falls Police Department within a one-year period immediately preceding the date on which the violation occurred, the violator could be subject to the following sums:

- b. **2<sup>nd</sup> Unlawful or Accidental Use of Telephone, Cell Phone, Computerized Communication System (within 1 calendar year of the violators first offense) – could result in a forfeiture of \$50.00**
- c. **3<sup>rd</sup> and Subsequent Unlawful or Accidental Use of Telephone, Cell Phone, Computerized Communication System (within 1 calendar year of the violators first offense) – could result in a forfeiture of \$75.00**

Proposed New Ordinance or Change to Existing Ordinance 9.08 (False Alarms Prohibited) for the City of Chippewa Falls, Chippewa County, Wisconsin.

9.085 – Alarm Systems

(1) Definitions. In this section:

- a) **Alarm system** - shall mean any electrical or mechanical device used for the detection of an unauthorized entry on premises or for the detection of a fire, which, when activated, emits a sound or transmits a signal or message or both.
- b) **False alarm** - shall mean a signal from an alarm system which results in a call, directly or indirectly, to the dispatch center utilized by the Chippewa Falls Police Department, resulting in an unnecessary response by any first responder

(2) Prohibitions.

- a) **False alarm** - No person owning, leasing, using or possessing a private alarm system shall cause or permit the giving of a false alarm, whether intentional or accidental, which is caused by human error, weather, motion detection, or by electrical or mechanical dysfunction.

(3) Penalty/Police Response Fee.

- a) **1<sup>st</sup> false alarm** – For the first violation of this subsection, the Chippewa Falls Police Department could issue a written warning.
  - i. For violations by a person or business who have been issued a written warning by the Chippewa Falls Police Department within a one-year period immediately preceding the date on which the violation occurred, the violator could be subject to the following sums:
- b) **2<sup>nd</sup> false alarm** – could result in a forfeiture of \$20.00
- c) **3<sup>rd</sup> false alarm** – could result in a forfeiture of \$30.00
- d) **4<sup>th</sup> false alarm** – could result in a forfeiture of \$40.00
- e) **5<sup>th</sup> and subsequent false alarms** - could result in a forfeiture of \$50.00



PO Box 562

Chippewa Falls, WI 54729

Tele: 715-861-5748

Director@chippewahumane.com

August 25, 2023

Matt Kelm  
Chief of Police  
210 Island Street  
Chippewa Falls, WI 54729

Dear Chief Kelm,

The Chippewa Humane Association works with Chippewa County municipalities by providing the intake of stray and surrendered domestic animals. Not only do we provide humane animal services, we are often sought out by the public to educate them about various animal related questions which in many cases, prevents an animal from entering the shelter.

We would like to work with you to take care of the homeless and surrendered animals in your municipality through a contract for animal services in 2024. A contract with us not only provides a safe haven for domestic animals, we are also available to assist you with situations such as abuse or hoarding cases which can place a heavy burden on local animal control and budgets. In situations where animals are removed for their safety and maintained to pursue prosecution, costs can mount up quickly as many animals often require veterinary care. For animal hoarding cases where multiple animals are involved, these expenses can add up to tens of thousands of dollars. Even care for a single animal can average around \$2,500 as a case is prosecuted.

**Please note that the enclosed contract is for stray animal intake as well as the privilege of the residents in your community to surrender animals to us at a much reduced fee.** By taking in surrenders, we are preventing the potential release of these animals as strays in your community.

Enclosed is the 2024 Contract for your review. If you wish to work with us, please sign and date the enclosed contract and include full payment as indicated on the contract and return in the provided envelope to us by January 31, 2024. **Our rate for 2024 will remain at a flat per capita rate of \$1.15 per the 2020 census received from the Wisconsin Department of Administration.** Please note we have not raised our rates since 2020 which are approximately 30% lower than other regional shelters. No additional payment will be needed for 2024 once we receive your fee.

In order to communicate accurately with the citizens of the City of Chippewa Falls, we ask that you take a moment to fill out the enclosed **Contact Form** and return it to the mailing address listed above, regardless of whether you choose to contract with us or not.

Also enclosed is a rabies protocol for animal incidents from the Wisconsin Health Department. This is for your review and to share with your personnel; no action is required on your behalf regarding this letter.

Please contact Samantha Wojcik, Shelter Manager at [director@chippewahumane.com](mailto:director@chippewahumane.com) or 715-861-5748 with any questions or to arrange a meeting. We look forward to working with you and serving the members of your community with your animal service needs.

Sincerely,

Pam Gibbs  
President - Chippewa Humane Board President

# Chippewa Humane Association Contract for Services 2024

Pam Gibbs, on behalf of the Chippewa Humane Association (hereinafter called CHA)

AND

Matt Kelm

Matt Kelm, Chief of Police, on behalf of the City of Chippewa Falls

Parties:

This Agreement is made as of January 1, 2024 by and among the following parties:

Pam Gibbs, on behalf of the Chippewa Humane Association and

Matt Kelm

Matt Kelm, Chief of Police on behalf of the City of Chippewa Falls

## 1. Definitions:

- A. In this contract when the terms "animal" or "stray animal" are used, the terms shall include dogs, cats and domestic animals such as rabbits, birds, ferrets, small-caged animals etc., unless otherwise specified on a case by case basis and agreed to by both parties. This agreement shall not include wildlife or large domesticated animals.
- B. In the contract when the terms "authorized representatives" or "authorized personnel" in reference to the City of Chippewa Falls, these terms shall include staff of the City of Chippewa Falls who have had proper animal control training as specified in Chapter 174 of the Wisconsin Statutes.

## 2. Terms and Conditions:

- A. This contract will begin on January 1, 2024 and will terminate on December 31, 2024.
- B. This Contract shall not render CHA as an employee, partner, agent of, or joint venture with the City of Chippewa Falls for any purpose. CHA is and will remain an independent contractor in its relationship with the City of Chippewa Falls.
- C. Modification or Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- D. CHA is not a rabies quarantine facility. Under no circumstances are any animals to be transported to the holding at CHA if the animal has bitten anyone in the past 10 days. All bite quarantines are the responsibility of the City of Chippewa Falls and are to be quarantined and under the supervision of a veterinarian at the expense of the owner or the City of Chippewa Falls.
- E. The City of Chippewa Falls is responsible for animal control training and services within its boundaries and as specified in Chapter 174 of the Wisconsin Statutes. If an animal is secured by the City of Chippewa Falls, they are then responsible for humanely caring for said animal. Animals will be humanely transported to CHA and properly placed into holding spaces at CHA's secure drop off portion of the building. Access to secure drop off holding at CHA is for authorized representatives of the municipalities only. Security codes to be used for building access in 2024 will be given to Matt Kelm, Chief of Police, representative for the City of Chippewa Falls upon signing this contract.

# Chippewa Humane Association Contract for Services 2024

- F. Transportation of stray animals to CHA from the City of Chippewa Falls will be as indicated by checking the appropriate box next to the statement the City of Chippewa Falls agrees with for services for 2024. **SELECT ONE**
- CHA will accept stray animals from the City of Chippewa Falls authorized personnel only.
  - CHA will accept stray animals from the City of Chippewa Falls by both authorized personnel and public persons who claim to find stray animals within the Municipality.
- G. At the end of an animal's stray hold, all unclaimed animals will become the property of CHA. CHA shall provide proper food, water, shelter and other humane treatment for such animals while they are in the possession of CHA and until adopted or otherwise humanely disposed of.
- H. The annual consideration and cost to be paid to the CHA by the City of Chippewa Falls, which is associated with the boarding of the impounded animals, is a **flat per capita rate of \$1.15 or \$16,565.75 based on the 2020 census of 14,405**. Please make your check payable to the Chippewa Humane Association in one lump sum on or before January 31, 2024 and mail to:
- Treasurer
  - Chippewa Humane Association
  - PO Box 562
  - Chippewa Falls WI 54729
- I. The annual fee shall remain in effect until December 31, 2024. At such time the annual fee may be adjusted pursuant to an agreement by both parties.
- J. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- K. This Agreement contains the final, complete and exclusive agreement between the parties. The terms of this Agreement are contractual and are not a mere recital.
- L. All parties have carefully read this Agreement, understand and agree to its meaning and consequences and signed the same of their own free will.

Chippewa Humane Association

\_\_\_\_\_  
Pam Gibbs, Board President

\_\_\_\_\_  
Date

City of Chippewa Falls

\_\_\_\_\_  
Matt Kelm, Chief of Police

\_\_\_\_\_  
Date



Chippewa County Humane Association

P.O. Box 562  
Chippewa Falls, WI 54729

# Invoice

Date	Invoice #
8/27/2023	206

Bill To
City of Chippewa Falls c/o Chief Kelm 210 Island Street Chippewa Falls, WI 54729

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	01/31/2024		8/27/2023			
Quantity	Item Code	Description			Price Each	Amount
1	Municipal Contracts 2024	Contract for Services 2024			16,565.75	16,565.75
Thank you for contracting with us!					<b>Total</b>	\$16,565.75

Chippewa County Humane Association  
Rabies Protocols for  
Veterinarians, Law Enforcement and Public Health Officials

Wisconsin state law (SS 95.21) requires that any dog or cat which bites a person be quarantined for ten days so that it can be observed for signs of rabies. This explains what such a quarantine involves and gives the reasons why these measures must be taken. Note that the information here applies only to dogs and cats that have bitten a person, and that the requirements of the quarantine vary depending on whether the animal is current on its rabies immunizations.

1. Cases involving a known human exposure (bite) from a healthy, captured, stray dog or cat.

If the animal is found in the City of Chippewa Falls or a **CONTRACTED** municipality with the Chippewa County Humane Association, the animal can be immediately transported to the Chippewa County Humane Association (CCHA) and temporarily housed there until the following day when the animal can be transported to a veterinary clinic and examined by a veterinarian.

If the animal is found in a municipality that **does NOT** contract with the CCHA, the Sheriff's Department will contact the Person in Charge of Stray Animals in that township and transport the animal to that municipality's quarantine facility. The animal can be examined by a veterinarian the following day.

Public Health will pay for the incurred expenses including laboratory fees, veterinary examination charges and quarantine fees. It is up to the discretion of Public Health as to whether the animal is 1) euthanized and sent in for laboratory rabies confirmation or 2) examined and quarantined.

2. Cases involving a known human exposure (bite) from an injured or unhealthy stray animal that needs veterinary medical attention.

If the animal is found in the City of Chippewa Falls or a **CONTRACTED** municipality with the Chippewa County Humane Association, then the animal can be immediately transported to a veterinary clinic. The Chippewa County Humane Association will pay for the emergency medical costs charged by the veterinarian.

If the animal is found in a municipality that **does NOT** contract with the CCHA, the Sheriff's Department will contact the *person in charge (PIC) of stray domestic animals* in that municipality and determine if they can authorize veterinary examination and treatment of the animal. (*Question for Law Enforcement... What happens if the PIC of stray animals in that municipality cannot be reached?*)

3. Cases involving a known human exposure (bite) from animal with a known owner.

If the owner has proof of current rabies vaccination, the animal needs to be quarantined at the owner's home and examined by a veterinarian within 24 hours of the bite incident. The animal will be examined again in approximately 5 days and then again at the end of the 10-day home quarantine. Veterinary expenses incurred are the responsibility of the owner.

If the owner has no proof of rabies vaccination, the animal needs to be immediately quarantined at an approved quarantine facility and examined by a veterinarian within 24 hours of the bite incident, again in 5 days and finally at the end of the 10-day quarantine. The animal is then vaccinated with an approved rabies vaccine by the veterinarian. Charges for these services are the responsibility of the owner and in most cases, must be prepaid to the veterinary clinic prior to acceptance of the patient. *(Question for Law Enforcement... What happens when an owner refuses or has no means to pay for the veterinary examinations and quarantine?)*

#### Why is the 10-day quarantine period necessary?

- Rabies is a fatal viral infection of the central nervous system of warm-blooded animals, including humans. It is usually transmitted through the bite of an animal that has the virus in its saliva, or more rarely by contamination of an open cut or mucous membrane (eyes, nostrils, or mouth) with saliva of a rabid animal.
- When a healthy-appearing dog or cat bites a person, there is a remote possibility that the dog or cat could be in the infectious phase of the disease without showing signs of rabies. (That is, the animal could have the rabies virus in its saliva.) In these rare cases, the animal will develop recognizable signs of rabies in a few days allowing time to treat the bite victim preventively for rabies exposure.
- The 10-day quarantine period ensures that the dog or cat remains available so that it can be observed for signs of rabies. If the animal remains well during the 10 days, this indicates it did not have the rabies virus in its saliva at the time of the bite, and therefore the bite victim does not have to receive an expensive and unpleasant series of shots to prevent rabies. This is why it is so important that the dog or cat under quarantine be strictly confined at all times to ensure that it cannot run away or be injured.
- The 10-day confinement and observation period for dogs and cats that bite humans has stood the test of time as a way to prevent human rabies. This quarantine period avoids the need to destroy the biting dog or cat in order to test its brain for the rabies virus.

#### Penalty for Failing to Comply with Quarantine Requirements

Wisconsin State Statute provides for a fine of \$100 - \$1,000 or 60 days imprisonment or both for failure to comply with a quarantine order.



August 2023

Dear City of Chippewa Falls,

In our mission, the Chippewa Humane Association seeks to relieve the suffering of homeless companion animals. By setting an example of excellence in animal care and placement, humane education, and community leadership, we can successfully emphasize their importance.

We also seek to provide good service to municipalities who contract with us and those who are considering contracting with us. Please take a few minutes to complete the evaluation below and return it with your contract response this year (1 = Strongly Disagree to 5 = Strongly Agree):

- |    |  |   |   |   |   |   |    |
|----|--|---|---|---|---|---|----|
| 1. | You receive information in a timely manner from the Chippewa Humane Association. | 1 | 2 | 3 | 4 | 5 | NA |
| 2. | Our rate structure is clear.   | 1 | 2 | 3 | 4 | 5 | NA |
| 3. | You understand what our fees cover.  | 1 | 2 | 3 | 4 | 5 | NA |
| 4. | The Shelter Manager has been accessible when needed                              | 1 | 2 | 3 | 4 | 5 | NA |
| 5. | The Shelter Manager has been professional and knowledgeable.                     | 1 | 2 | 3 | 4 | 5 | NA |
| 6. | The Shelter staff has worked well with members of your municipality.             | 1 | 2 | 3 | 4 | 5 | NA |
| 7. | You believe we have been true to our mission.                                    | 1 | 2 | 3 | 4 | 5 | NA |
| 8. | You believe we have provided a good service to your community.                   | 1 | 2 | 3 | 4 | 5 | NA |
| 9. | What month would you like to receive the renewal contract? _____                 |   |   |   |   |   |    |

Comments (please provide any suggestions for ways we can improve our service to you):

**Thank you for your participation!**

If you wish to contact members of the Board of Directors, you may e-mail us at [board@chippewahumane.com](mailto:board@chippewahumane.com)  
The Chippewa Humane Association is not affiliated with any national organization (i.e. HSUS). We are entirely independent in our operation.

## Bridget Givens

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**From:** Greg Hoffman  
**Sent:** Monday, December 4, 2023 11:35 AM  
**To:** Bridget Givens  
**Subject:** Fwd: [EXTERNAL] Local animal welfare ordinance proposal

----- Forwarded message -----

From: Holly Stroschein <stroschein3@yahoo.com>  
Date: Dec 1, 2023 5:10 PM  
Subject: [EXTERNAL] Local animal welfare ordinance proposal  
To: Greg Hoffman <ghoffman@chippewafalls-wi.gov>  
Cc:

\*\*\*\*\* [CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe \*\*\*\*\*

Good day sir,

I am writing in regard to the conversation about the recent finding of a dog (in Chippewa Falls) who has been seen chained to the side of a house with no shelter this winter, day and night. On Nov 28 the temperature was 5°. Chippewa Falls city police were contacted, as well as Chippewa county Humane Association. As it turns out, per state statutes, we were told nothing can be done to enforce adequate care for this dog. As we know, has been upsetting too many in the community.

Our goal is to have an enforceable ordinance in place, with support by local authorities, to protect the welfare of all pets within the Chippewa Falls city limits.

We would like to ask for the existing ordinance to be updated, to a more defined requirement on adequate, humane shelter for a pet.

We would also like to know that there will be someone who can professionally enforce these ordinances if/when needed.

Currently, the only ordinances on the books for Chippewa cite the state statute. Wisconsin ranks 27th in animal protection law ranking.

Eau Claire County adopted an ordinance in 2022 that defines adequate shelter. That is what we are hoping to accomplish in the city of Chippewa Falls. Proper, enforceable, sheltering requirements for outdoor dogs.

Thank you for taking the time to consider this. We encourage you to consider a positive change for Chippewa Falls!

I have included a copy of the 2022 Eau Claire ordinance below.

Sincerely,  
Holly Stroschein

### STANDARDS FOR THE CARE OF DOMESTIC ANIMALS.

Neglect is leaving an animal exposed to the elements either in an enclosure or tethered for extended periods of time, failing to provide food and clean water for the animal, failure to attend to sores, injuries, or illness of the animal.

Tethering is not permitted as a means of permanent confinement and shall not be done when the animal is unattended.

Shelter must be windproof with no gaps that allow light or wind in and that are waterproof. Shelter must be kept clean, dry and have a layer of straw or other nonabsorbent material.

Enclosure; If the animal is confined in a fenced or kennel enclosure, the enclosure must be a minimum of 100 square feet per animal if the animal is 20 pounds or less; and a minimum of 200 square feet if the animal is more than 20 pounds.

Transportation; No person may transport an animal on public roads in the bed of a truck without the animal being properly restrained or placed in a crate. No person may leave an animal unattended in a vehicle in conditions that endanger the health or safety of an animal due to excessive heat or cold, lack of ventilation, lack of water, or other conditions that could cause suffering, injury, or death to the animal.

#### STANDARDS FOR THE CARE OF DOMESTIC ANIMALS.

Purpose. The purpose of this Chapter is to promote the health, safety, and general welfare of domestic animals by requiring that the animals be tended to in a manner that they are properly fed, provided adequate water and shelter, and properly cared for, and to provide appropriate forfeiture for owners who neglect, abuse, or refuse to provide adequate care and supervision for animals in their custody. This Chapter adopts the provisions of Wis. Stat. 951.01-951.15 by reference.

Jurisdiction & Enforcement. The ordinance codified in this chapter shall be effective and enforceable in all areas of Eau Claire County except where municipalities have enacted legislation for the standards, and care of domestic animals which is more restrictive than this ordinance.

Enforcement. Consistent with Wis. Stat. 173.07(4m) provisions of this chapter shall be enforced by a law enforcement officer lawfully employed by any law enforcement agency located within Eau Claire County or by the local health officer or by his or her designee, or the county humane officer.

#### Definitions.

"Caretaker" means a person or persons responsible for the care and safety of the animal and may include the owner of the animal or an individual who is not the owner and resides within the same residence, as the animal and who assumed responsibility for the care of the animal; or an individual who is caring for the animal in the absence of the owner and who violates the provisions of this ordinance. Eau.

Claire County Humane Association and properly licensed and permitted kennels are exempt from this ordinance.

"Animal" for purposes of this chapter "animal" is generally considered to be a warm-blooded animal, including a domesticated dog or cat, and may include other domesticated animals, but does not include livestock or farm animals that are raised and used primarily for food, fiber or other recognized farm or livestock purposes, or wild animals that are otherwise not domesticated.

"Abuse" shall mean to intentionally beat, strike, torment, frighten, purposefully injure, or physically harm or mutilate an animal in a manner that causes the animal to suffer severe pain or injury, and includes torturing an animal which includes any action that inflicts extreme physical pain or injury on an animal through acts of abuse, by purposeful electrocution, freezing, heating, poisoning, or shooting at animal; in addition abuse can be caused by purposefully exposing an animal to dangerous situations including dangerous chemicals, other dangerous or infected animals, instigating animal fights. Knowingly or unknowingly leaving an animal exposed to extreme weather conditions such that it may cause injury or death for that species and breed of animal.

"Neglect" shall include the failure of the custodian or owner of the animal to provide proper care for the animal by failing to provide nutritious food, shelter, clean water, grooming and care for the animal, and shall include, but not limited to: leaving an animal exposed to the elements either in an enclosure or tethered for extended periods of time, failing to provide food and clean water for the animal, failure to attend to sores, injuries, or illness of the animal, failure to properly groom the animal so as to allow matting or burrs in the animal's fur, or allowing nails to grow where they are overturned. Neglect also includes the failure to provide adequate care to protect the animal from disease and illness by failing to have the animal properly vaccinated or failing to seek care from a veterinarian for an animal that is sick or injured.

"Tethering" is the act of attaching animal to a fixed object or building by means of a rope, chain, cable, leash, or other means. Tethering is not permitted as a means of permanent confinement and shall not be done when the animal is unattended by its caretaker or in a manner that leads to abuse, neglect, or cruelty to the animal.

"Shelter" is a man-made structure that provides an animal protection from the elements including the sun, wind, cold, rain or snow.

"Collar" is a piece of fabric, leather, or other material placed around an animal's neck for the purpose of providing a place to attach a tether, licenses, or other identifying information about the animal.

Violations. In addition to the violations listed in Wis. Stats. 951.01-951.15, it shall be a violation of this ordinance to commit an act that is contrary to the following;

Tethers and leashes permitted. Tethers and leashes are permitted where animals are required to be on a leash or tethered in areas that include but not limited to public places or businesses, parks, campgrounds, etc., or places where animals are required to be on a tether or leash and in the direct control of its owner and the tether or leash is necessary for compliance with local ordinances, rules, or regulations and where a tether is necessary to prevent the animal from injuring itself, other persons, or animals. Tethers attached to fixed object shall be at least 10 feet in length and shall allow the animal to reach food, continuous water in a secured container, and shelter. Tethers shall be made of material and be made of a weight that it will not injure, or unnecessarily burden the animal because of the size or weight of the tether in comparison to the size and weight of the animal; and shall be attached to the animal in a manner that allows the owner sufficient necessary for compliance with local ordinances, rules, or regulations and where a tether is necessary to prevent the animal from injuring itself, other persons, or animals. Tethers attached to fixed object shall be at least 10 feet in length and shall allow the animal to reach food, continuous water in a secured container, and shelter. Tethers shall be made of material and be made of a weight that it will not injure, or unnecessarily burden the animal because of the size or weight of the tether in comparison to the size and weight of the animal; and shall be attached to the animal in a manner that allows the owner sufficient control of the animal but does not harm the animal. Pinch, prong, or choke collars are prohibited for tethering to a fixed object. No animal shall be tethered outside during extreme weather conditions.

Shelter. Free standing shelters must meet the following minimum standards: Shelters must be windproof with no gaps that allow light or wind in and that are waterproof. They must be built in such a manner to create adequate drainage around the shelter to prevent standing water or ice to accumulate around the perimeter of the shelter. The floor of the shelter should be at least 2 inches off the ground with a protected, unimpeded entrance that allows unimpeded access to and from the shelter and is positioned in such a way to limit the wind, snow, or rain from into the shelter. The shelter must contain sufficient space to allow the animal to sit, stand, turn around and lie down, but be a size to allow the animal to retain or dissipate body heat that is appropriate for the animal's age, breed, health, and physical condition.

Shelters must have a solid non-metal floor. Shelter must be kept clean, dry and have a layer of straw or other nonabsorbent material. Interior surfaces that cannot be cleaned and sanitized must be replaced when worn or soiled. The shelter itself cannot be used as the

animal's only protection from the sun. If the animal is confined in a fenced or kennel enclosure, the enclosure must be a minimum of 100 square feet per animal if the animal is 20 pounds or less; and a minimum of 200 square feet if the animal is more than 20 pounds.

Collars. Collars shall be made of leather or nylon or other similar material, made from a non-metal, non-self-tightening material with a buckle or snap. Collars must fit with no signs of choking or injury to the animal

Transportation. No person may transport an animal on public roads in the bed of a truck without the animal being properly restrained or placed in a crate. No person may leave an animal unattended in a vehicle in conditions that endanger the health or safety of an animal due to excessive heat or cold, lack of ventilation, lack of water, or other conditions that could cause suffering, injury, or death to the animal

To commit acts of abuse or neglect on an animal as defined by this chapter.

Penalty. Any person who violates or refuses to comply with the provisions of this chapter shall be subject to forfeiture of not less than \$100 and not more than \$500. Each day a violation exists shall be considered a new and separate offense.

## 12.11 - ANIMAL CARE AND LICENSES. (Rep. &amp; recr. #2013-14)

- (1) DEFINITIONS. In this ordinance, unless the context or subject matter requires otherwise, the following definitions shall be applicable:
- (a) *Animal* means any live, vertebrate creature, domestic or wild, or any reptile.
  - (b) *Bodily harm* means bodily injury including, but not limited to, a laceration requiring stitches, any fracture of a bone, a concussion, a loss or fracture of a tooth or any temporary loss of consciousness, sight or hearing.
  - (c) *Caretaker* means any person who, in the absence of the owner, temporarily harbors, shelters, keeps or is in charge of a dog, cat or any other domesticated bird or animal.
  - (d) *Dangerous animal* means any of the following:
    - (1) Any animal which, when unprovoked, inflicts bodily harm on a person, domestic pet or animal on public or private property.
    - (2) Any animal which repeatedly chases or approaches persons in a menacing fashion or apparent attitude of attack, without provocation, upon the streets, sidewalks or any public grounds or on private property of another without the permission of the owner or person in lawful control of the property.
    - (3) Any animal with a known propensity, tendency or disposition to attack, to cause injury to, or otherwise threaten the safety of humans or other domestic pets or animals.
  - (e) *Domestic animal* means any animal which normally can be considered tame and converted to home life.
  - (f) *Owner* means any individual that has the right of property in an animal or who keeps, harbors, cares for, acts as its custodian or who knowingly permits an animal to remain on or about his premises/property for 10 or more consecutive days.
  - (g) *Prohibited dangerous animal* means any of the following:
    - (1) Any animal that is determined to be a prohibited dangerous animal under this ordinance.
    - (2) Any animal that, while off the owner or caretaker's property, has killed a domesticated animal without provocation.
    - (3) Any animal that, without provocation, inflicts serious bodily harm on a person on public or private property.
    - (4) Any animal brought from another city, village, town or county that has been declared dangerous or vicious by that jurisdiction.
    - (5) Any dog that is subject to being destroyed under §174.02(3), Wis. Stats.
    - (6) Any animal trained, owned or harbored for the purpose of animal fighting.
  - (h)



*Serious bodily harm* means bodily injury which creates a substantial risk of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily injury.

- (i) *Enforcement officer* includes any City police officer and any other person(s) designated by the City Common Council.

(2) PROCEDURE FOR DECLARING AN ANIMAL DANGEROUS.

- (a) Upon conducting an investigation the enforcement officer may issue an order declaring an animal to be a dangerous animal. Whenever an owner or caretaker wishes to contest an order, he or she shall, within 72 hours after receipt of the order, deliver to the City Clerk a written objection to the order stating specific reasons for contesting the order. Upon receipt of the written objection, the matter shall be placed on the agenda for a meeting of the City Committee No. 3. The City Committee No. 3 shall act as a quasi-judicial body allowing the animal's owner or caretaker an opportunity to present evidence as to why the animal should not be declared dangerous.
- (b) After the special meeting, the owner or caretaker shall be notified in writing of the City Committee No. 3 determination. If the Committee No. 3 upholds the determination that the animal is dangerous, the owner or caretaker shall comply with the requirements of subsection (3). If the owner or caretaker further contests the determination, he or she may, within 5 days of receiving the Committee No. 3's decision, seek review of the decision by the City Council.
- (c) Upon an animal being declared dangerous, the owner or caretaker shall immediately comply with leashing, muzzling and confinement requirements of subsection (3) with all other requirements in that Section being satisfied within thirty (30) days of the dangerous declaration or reaffirmation thereof, or within such time as established by the City Council upon review by the City Council.

(3) HARBORING DANGEROUS ANIMALS.

- (a) *Dangerous animals regulated.*

- (1) No person may harbor or keep a dangerous animal within the City unless all provisions of this section are complied with. Any animal that is determined to be a prohibited dangerous animal under this section shall not be kept or harbored in the City.
- (2) The issuance of a citation for a violation of this section need not be predicated on a prior determination that an animal is a dangerous animal.

- (b) *Registration.* The owner of any animal declared dangerous, shall register it with the enforcement officer upon disposition, and annually thereafter on or before April 1 of each year, by providing a current color photograph of the animal and payment of a \$375.00 registration fee.

(c) *Leash and muzzle.*

- (1) No owner or caretaker, harboring or having the care of a dangerous animal may permit such an animal to go outside its dwelling, kennel or pen unless the animal is securely restrained with a leash no longer than 4 feet in length.
- (2) No person may permit a dangerous animal to be kept on a chain, rope or other type of leash outside its dwelling, kennel or pen unless a person who is 16 years of age or older, competent to govern the animal and capable of physically controlling and restraining the animal, is in physical control of the leash.
- (3) A dangerous animal may be securely leashed or chained to an immovable object, with the owner or caretaker being in the physical presence of the animal at all times when it is so leashed or chained.
- (4) A dangerous animal outside of the animal's dwelling, kennel or pen shall be muzzled in a humane way by a muzzling device sufficient to prevent the animal from biting persons or other animals.

(d) *Confinement.*

- (1) Except when leashed and muzzled, all dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel that is located on the premises of the owner or caretaker and constructed in a manner that does not allow the animal to exit the pen or kennel on its own volition.
- (2) When constructed in a yard, the pen or kennel shall, at minimum, be constructed to conform to the requirements of this paragraph. The pen or kennel shall be child-proof from the outside and animal-proof from the inside. A strong metal double fence with adequate space between fences at least 2 feet shall be provided so that a child cannot reach into the animal enclosure. The pen, kennel or structure shall have secure sides and a secure top attached to all sides. A structure used to confine a dangerous animal shall be locked with a key or combination lock when the animal is within the structure. The structure shall either have a secure bottom or floor attached to the sides of the pen or the sides of the pen shall be embedded in the ground no less than 2 feet. All structures erected to house dangerous animals shall comply with all City zoning and building regulations. All structures shall be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (3) No dangerous animal may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the animal to exit the building on its own volition. No dangerous animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.

- (e) *Signs.* The owner or caretaker of a dangerous animal shall display, in prominent places on his or her premises near all entrances to the premises, signs in letters of not less than 2 inches high warning that there is a dangerous animal on the property. A similar sign is required to be posted on the kennel or pen of the animal. In addition, the owner or caretaker shall conspicuously display a sign with a symbol warning children of the presence of a dangerous animal.
- (f) *Spay and neuter requirement.* Within 30 days after an animal has been designated dangerous, the owner or caretaker of the animal shall provide written proof from a licensed veterinarian that the animal has been spayed or neutered.
- (g) *Liability insurance.* The owner or caretaker of a dangerous animal shall present to the enforcement officer a certificate of insurance that the owner or caretaker has procured liability insurance in an amount not less than \$1,000,000.00 for any personal injuries inflicted by the dangerous animal. Whenever such policy is cancelled or not renewed, the insurer and animal's owner or caretaker shall notify the enforcement officer of such cancellation or non renewal in writing by certified mail.
- (h) *Waiver by enforcement officer.* Upon request, by the owner or caretaker, the enforcement officer may waive any requirement specified in subsections (a) through (g) that is deemed inappropriate for a particular animal.
- (i) *Notification.* The owner or caretaker shall notify the enforcement officer within 8 hours if a dangerous animal is at large, is unconfined, has attacked another animal or has attacked a human being or has died.
- (j) *Sale or transfer of possession.* No person may sell or transfer possession of a dangerous animal to another person without first notifying the person to whom the dangerous animal is being sold or transferred of the fact that such animal is a dangerous animal and of any requirements imposed upon the selling or transferring by this ordinance. No person may sell or transfer possession of a dangerous animal to another person, agency, organization or the like without first notifying the enforcement officer in writing, at least 3 days in advance of the sale or transfer of possession with the name, address and telephone number of the new owner of the dangerous animal. If the dangerous animal is sold or given away to a person residing outside the City, the owner or caretaker shall present evidence to the enforcement officer that he or she has notified the Police Department, or other law enforcement agency of the animal's new residence, including the name, address and telephone number of the new owner of the dangerous animal.
- (k) *Euthanasia.* If the owner or caretaker of an animal that has been designated a dangerous animal is unwilling or unable to comply with the regulations for keeping the animal in accordance with this section, he or she may have the animal humanely euthanized by an

animal shelter, the humane society or a licensed veterinarian. The costs and fees of euthanizing the animal shall be borne by and be the responsibility of the owner or caretaker.

- (l) *Notification to landlord.* If the owner or caretaker has a landlord, then in such event, the owner or caretaker shall, within 5 days, cause a letter to be sent to the landlord notifying the landlord that he or she is the owner or caretaker of a dangerous animal at the premises owned by the landlord and shall provide a copy of the letter and proof of mailing to the enforcement officer.
- (m) *Waiver.* The enforcement officer may waive the provisions of subsections (b) to (g) for a law enforcement or military animal upon presentation by the animal's owner or handler of satisfactory arrangement for safe keeping of the animal.
- (n) *Responsibility for Compliance.* (Cr. #2015-15) Whenever an animal has been declared dangerous under subsection (2) and the order becomes final the responsibility for compliance with subsections (3)(a)—(3)(m), as may be applicable, lies with the owner or caretaker. Specifically, but not by way of limitation, the owner or caretaker has 5 business days to:
  1. Provide pictures of applicable signage under [subsection] (3)(e) to the Police Department;
  2. Provide proof of insurance under [subsection] (3)(g) to the Police Department;
  3. Provide proof of payment of the now \$375.00 registration fee under [subsection] (3)(b) to the Police Department;
  4. Provide pictures to the Police Department of all leashes and muzzles which will be used regarding the animal, which pictures shall demonstrate that there will be compliance with [subsection] (3)(c);
  5. Provide pictures which show proof of compliance with the pen and kennel requirements under [subsection] (3)(d) to the Police Department; and
  6. Provide proof of the notification to landlord requirement, if applicable, to the Police Department.

In the event that an owner or caretaker subject to this subsection fails to provide the required proof of compliance the euthanasia requirement under [subsection] (3)(k) will become applicable and the owner or caretaker will also be subject to a forfeiture action for failing to comply with a forfeiture of not less than \$300.00 plus applicable court costs, expenses, and fees.

- (4) CERTAIN ANIMALS NOT TO BE DECLARED DANGEROUS. Notwithstanding the definition of a dangerous animal above:
  - (a) No animal may be declared dangerous if death, injury or damage is sustained by a person who, at the time such injury or damage was sustained, was committing a trespass on the land or criminal trespass on the dwelling upon premises occupied by the owner of the animal; was

teasing, tormenting, abusing or assaulting the animal; or was committing or attempting to commit a crime or violating or attempting to violate an ordinance which protects persons or property.

- (b) No animal may be declared dangerous if death, injury or damage was sustained by a domestic animal which, at the time such was sustained, was teasing, tormenting, abusing or assaulting the animal.
- (c) No animal may be declared dangerous if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.
- (d) No animal may be declared dangerous for acts committed by the animal while being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

(5) PROHIBITED DANGEROUS ANIMALS.

- (a) No person may bring into or keep in the City an animal that is a prohibited dangerous animal under this section.
- (b) *Determination of a prohibited dangerous animal:*
  - (1) The enforcement officer may determine an animal to be prohibited dangerous animal whenever the enforcement officer finds that an animal meets the definition of prohibited dangerous animal or is a dangerous animal in non-compliance with any of the provisions of subsection (3).
  - (2) Upon finding an animal meets the definition of a prohibited dangerous animal, the enforcement officer may issue an order declaring an animal to be a prohibited dangerous animal. Whenever an owner or caretaker wishes to contest an order, he or she shall, within 72 hours after receipt of the order, deliver to the City Clerk a written objection to the order stating specific reasons for contesting the order. Upon receipt of the written objection, the matter shall be placed on the agenda for the City Committee No. 3 to be reviewed at a special meeting. The City Committee No. 3 shall act as a quasi-judicial body allowing the animal's owner or caretaker an opportunity to present evidence as to why the animal should not be declared a prohibited dangerous animal.
  - (3) Pending the outcome of the hearing, the animal may be confined, subject to §173.21, Wis. Stats., or held at a location outside the limits of the City.
  - (4) After the hearing, the owner or caretaker shall be notified in writing of the City Committee No. 3's determination. If a determination is made that the animal is a prohibited dangerous animal, the owner or caretaker shall comply with subsection (a) within 5 days after the date of determination. If the owner or caretaker further contests the determination, he or she may, within 5 days of receiving Committee No. 3's decision, seek review of the decision by the City Council.

## (6) PENALTY.

- (a) Any person not complying with subsections (1) through (5), inclusive, set for above, shall be subject to a forfeiture of \$400.00 plus applicable court costs and fees.
- (b) Whenever the City commences and pursues an action for involuntary euthanization under the state statutes or any other authority the City Attorney shall seek and request all applicable statutory court costs, the costs and expenses of euthanization, and any extraordinary investigative expenses incurred during the pendency of the action if the owner or caretaker absconds with the animal or hinders or deters the location of the animal during the pendency of the action or during enforcement of any judgment.

## (7) FURTHER DEFINITIONS.

- (a) *Cruel* means causing unnecessary and excessive pain or suffering or unjustifiable injury or death.
- (b) *Kennel* means any establishment wherein or whereon dogs or cats are kept for the purpose of breeding, selling, buying, or boarding. (Am. #2015-21)
  - (1) *Commercial kennel* means a premises where 4 or more dogs and/or cats over the age of 6 months are kept for the primary purpose of commercial breeding, boarding, or selling of animals. A commercial kennel does not include animal hospitals, clinics, and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.
  - (2) *Non-commercial kennel* means any premises where 4 or more dogs and/or cats over the age of 6 months are kept but not for the primary purpose of commercial breeding, boarding, or selling of animals.

(8) CONSTRUCTION AND APPLICATION. This section shall not be interpreted to cover any law regulating animal trapping, the use of live animals in dog trials or in the training of hunting dogs.

(9) MISTREATING ANIMALS. No person may treat any animal, whether belonging to himself or another, in a cruel manner. This subsection does not prohibit bona fide experiments carried on for scientific research or normal and accepted veterinary practices.

(10) TAKING WITHOUT OWNER'S CONSENT. No person may take a dog or cat from one place to another without the owner's consent or cause such dog or cat to be confined or carried out of this State or held for any purpose without the owner's consent, except when such animal is taken by a law.

(11) TRANSPORTATION OF ANIMALS. No person may transport any animal in or upon any vehicle in a cruel manner.

(12) USE OF POISONOUS AND CONTROLLED SUBSTANCES. No person may expose any domestic animal owned by another to any known poisonous substance or controlled substance listed in §161.14, Wis. Stats., whether mixed with meat or other food or not, so that the substance is liable

to be eaten by the animal and for the purpose of harming the animal. This subsection does not apply to poison used on one's own premises and designed for rodent or pest extermination, nor to the use of a controlled substance in bona fide experiments carried on for scientific research or in accepted veterinary practices.

- (13) **PROPER FOOD AND DRINK TO CONFINED ANIMALS.** No person owning or responsible for confining or impounding any animal shall refuse or neglect to supply the animal with sufficient food and water as prescribed in this subsection.
- (a) *Food.* The food shall be of sufficient quantity and nutritive value to maintain the animal in good health.
- (b) *Water.* If potable water is not accessible to the animal at all times, it shall be provided daily and in sufficient quantity for the health of the animal.
- (14) **PROPER SHELTER.** No person owning or responsible for confining or impounding any animal shall fail to provide the animal with proper shelter as prescribed in this subsection. In the case of farm animals, nothing in this subsection shall be construed to impose shelter requirements or standards more stringent than normally accepted husbandry practices.
- (a) *Indoor standards.* Minimum indoor standards of shelter shall include:
- (1) Ambient temperatures which shall be compatible with the health of the animal.
- (2) Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animals at all times.
- (b) *Outdoor standards.* Minimum outdoor standards of shelter shall include:
- (1) *Shelter from sunlight.* When sunlight is likely to cause heat exhaustion of an animal tied or confined, sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight.
- (2) *Shelter from inclement weather.*
- (a) *Animals generally.* Natural or artificial shelter appropriate to the local climatic conditions for the species concerned shall be provided as necessary for the health of the animal.
- (b) *Dogs.* If a dog is tied or confined unattended outdoors, a moisture proof and windproof shelter of suitable size to accommodate the dog shall be provided.
- (c) *Space standards.* Minimum space requirements for both indoor and outdoor enclosures shall include:
- (1) Structural strength. The housing facilities shall be structurally sound and maintained in good repair to protect the animals from injury and to contain the animals.
- (2)

Space requirements. Enclosures shall be constructed and maintained to provide sufficient space to allow each animal adequate freedom of movement. Inadequate space may be indicated by evidence of debility, stress or abnormal behavior patterns.

- (d) *Sanitation standards.* Minimum standards of sanitation for both indoor and outdoor enclosures shall include periodic cleaning to remove excreta and other waste materials, dirt and trash to minimize health hazards.

(15) ABANDONMENT. No person may abandon any animal.

- (a) *Animal control agency.* Any law enforcement officer may remove, shelter and care for any animal found to be cruelly exposed to the weather, starved or denied adequate water, neglected, abandoned or otherwise treated in a cruel manner and may deliver such an animal to the animal control agency as set forth in subsection (30) or such other designated person to be sheltered, cared for and given medical attention, if necessary. In all cases the owner, if known, shall be immediately notified and such officer or animal control agency, or such other designated person having possession of the animal, shall have a lien thereon for its care, keeping and medical attention and the expense of notice.
- (b) *Treated as stray.* If the owner or custodian is unknown and cannot with reasonable effort be ascertained or does not redeem the animal by paying the expenses incurred, the animal may be treated as a stray.

(16) VACCINATION.

- (a) *Rabies control.* Every owner of an animal 4 months of age which is biologically able to be inoculated with an anti-rabies vaccine shall have his animal inoculated with an antirabies vaccine by a licensed veterinarian. The tag received shall be firmly attached to the collar of the animal.
- (b) *Exceptions.* No animal subject to subsection(a) shall require the vaccination if a licensed veterinarian has examined the animal and certified that at such time vaccination would endanger its health because of age, infirmity, debility, illness or other medical consideration. Such exempt animal shall be vaccinated as soon as health permits.

(17) REVACCINATION.

- (a) *Dogs.* Every owner of a dog shall have his dog revaccinated within 1-year of the initial vaccination and thereafter within every 3 years.
- (b) *Cats.* Every owner of a cat shall have his cat revaccinated annually after the initial vaccination.
- (c) Any other animals requiring revaccinations shall do so according to local, state, and federal guidelines for that animal.

(18) BITES BY DOMESTIC ANIMALS.

- (a)



*Report.* Any person bitten or scratched by any animal shall report the fact within 12 hours to the City Health Officer and/or a physician.

(b) *Quarantine.* A healthy domestic dog or cat that bites a person shall be captured, confined and observed for 10 days by a veterinarian or at the animal shelter at the expense of the owner, or if the owner can provide evidence of a valid rabies vaccination, such animal can be confined and observed at the home of the owner.

(1) After such quarantine period, animals that have not previously been vaccinated must be vaccinated and proof sent to the City Police Department within 72 hours of release.

(2) A domestic animal that has been exposed to rabies shall be held in quarantine for 6 months.

(3) A domestic animal that has been vaccinated, but is exposed to rabies, shall be quarantined for 60 days.

(19) BITES BY WILD ANIMALS.

(a) Any person bitten or scratched by any wild animal shall report the fact within 12 hours to the City Police Department or the attending physician.

(b) Any wild animal that bites or scratches a person shall be killed at once (without unnecessary damage to the head) and the brain examined for evidence of rabies.

(20) LICENSES.

(a) *Fees.* Every owner of a dog or cat more than 5 months of age on March 1 of any year or 5 months of age within the license year shall annually or within 30 days from the date such dog or cat becomes 5 months of age, at the time and in the manner provided by law for the payment of property taxes, pay his dog or cat license tax and obtain a license therefore. The license fees shall be as provided in §12.01 and/or §25.15 of this Municipal Code.

(b) *Failure to License.* (Am. #2015-16) If the owner of a dog or cat fails to obtain a license prior to April 1st of each year or fails to obtain a license within 30 days of acquiring a licensable dog or cat, or if the owner fails to obtain a license on or before the dog or cat reached licensable age, the owner shall be subject to an ordinance violation citation hereunder for failure to license with a minimum forfeiture of \$100.00 plus applicable court costs. It is not necessary that the owner first receive a notice to comply with City licensing requirements. If, within 10 days after receiving the citation, the owner delivers to the Chippewa Falls Police Department proof of licensing for the dog or cat, whether the licensing is before or after the citation date, the citation previously issued shall be dismissed by the City of Chippewa Falls.

(21) KENNELS.

(a) *License required.*

(1)

Any person with 4 or more dogs and/or cats over the age of 6 months shall obtain either a commercial or a non-commercial kennel license. (Am. #2015-21)

- (2) Subject to the licensing and fee requirements of §12.01 and/or §25.15, any person wishing to operate or maintain a commercial kennel or a non-commercial kennel must apply for a kennel permit with the City Clerk and pay a 1 time required fee of \$25.00. Council approval is required for all kennel permits, and the Police Department shall provide a written recommendation to the Council for their consideration. Each kennel permit shall be posted conspicuously on the kennel premises.
- (b) *Application.* The application for kennel permits shall state the name and address of the owner of the proposed kennel, the location and where the kennel is to be kept, and the number of animals proposed to be kept.
- (c) *Kennel construction and operation.* These provisions apply to commercial kennels and non-commercial kennels. The regulations for animal shelter standards as set out in subsection (14) also apply to commercial kennels and non-commercial kennels.
- (1) No permit shall be granted to any owner for the operation of an outdoor kennel unless the area within which the animals are to sleep, eat or exercise shall be enclosed completely with a wire mesh fence with appropriate height and strength to insure the confinement of said animals.
- (2) Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage and animal waste shall be removed at regular intervals so as to keep the surrounding area free from obnoxious odors. No owner of the kennel shall permit any of the animals to create an unusual noise from barking, howling, or create any disturbance or nuisance of any kind which unduly impairs the quiet and peaceful enjoyment of the surrounding area by other residents.
- (d) *Inspection.* All kennels are subject to inspection by the Animal Control Officer at reasonable hours upon request. All kennels must comply with all building and zoning codes.
- (e) *Revocation.* The City Council may revoke any kennel permit for violation of this section after reasonable notice and opportunity to be heard is given to the permit holder.
- (22) STATE REGULATIONS. The provisions of Ch. 174, Wis. Stats., pertaining to licensing of dogs are made as part of this section by reference thereto, except where the amount of such license fee is increased herein.
- (23) DOGS AND CATS NOT TO RUN AT LARGE.
- (a) No person shall own, keep or harbor a dog or cat which runs at large within the limits of the City. Under the provisions of this subsection, a dog or cat shall be considered as running at large when it is not on the premises of its owner, unless it is on a leash.
- (b)

No person shall own, keep or harbor any other animal which runs at large within the limits of the City. Under the provisions of this subsection, any such other animal shall be considered as running at large when it is not on the premises of its owner, unless it is controlled in accordance with the containment capabilities of that type of animal or as required under this ordinance.

(24) PENALTIES IMPOSED ON OWNER OF DOG CAUSING DAMAGE

- (a) *Without notice.* The owner of a dog shall forfeit not less than \$50.00 nor more than \$500.00 if the dog injures or causes injury to a person, domestic animal, property, deer, game birds or the nests or eggs of game birds.
- (b) *After notice.* The owner of a dog shall forfeit no less than \$200.00 nor more than \$1,000.00 if the dog injures or causes injury to a person, domestic animal, property, deer, game birds or the nests or eggs of game birds, if the owner was notified or knew that the dog previously injured or caused injury to a person, domestic animal, property, deer, game birds, or the nests or eggs of game birds.
- (c) *Penalties in addition to liability for damages.* The penalties in this subsection are in addition to any other liability imposed on the owner of a dog.
- (d) This subsection is an adoption of §174.02, Wis. Stats. and shall be deemed to be amended, revised, or otherwise changed as §174.02, Wis. Stats. is amended, revised, or otherwise changed.

(25) EXERCISING ANIMALS.

- (a) No person shall exercise or walk a dog on a leash more than 6 feet in length.
- (b) No person as an owner or caretaker shall allow or permit any animal to defecate upon property not owned by him or her without the property owner's express, not implied, consent. No person as an owner or caretaker shall allow or permit any animal to defecate upon any public property, which shall include streets, sidewalks, boulevards, any City right-of-way areas, any City easement areas, park properties, or any City owned property, without immediately removing the feces and other excreta in a sanitary manner.

(26) HOWLING. No person shall own, keep, have in his possession or harbor any animal within the City which, by frequent or habitual howling, yelping or barking, causes a serious disturbance to persons or a neighborhood, provided this subsection shall not apply to licensed animal hospitals conducted for the treatment of small animals or to the premises used and occupied by the City for impounding animals.

(27) INJURED ANIMALS.

- (a) *Medical attention.* No person who owns, harbors or keeps any animal shall fail to provide proper medical attention to such animal when such animal becomes injured. If the owner of such injured animal cannot be located, the City, or any animal control agency with whom the

City has an agreement or contract, shall have the authority to acquire such animal for the purpose of providing medical treatment and the owner thereof shall be responsible for reimbursement of all costs associated therewith.

(b) *Accidents.* The operator of any vehicle involved in an accident resulting in injury to or death of any domestic animal shall stop such vehicle at the scene of the accident, or as close thereto as possible, and, if possible, remove the animal to the side of the roadway and notify the City Police Department or the City's contracted animal control agency.

(28) HORSES AND LARGE ANIMALS. Privately owned horses and other large animals shall not be on City streets or sidewalks or in any City park unless the owner shall have first obtained a street use permit under the provisions of §8.10(5) of the City Code. For the purposes of this subsection the provisions of §8.10(5) are made applicable to sidewalks and City parks. A street use permit under this subsection is not necessary where a street use permit has been granted to an organization or person for a parade and the horse or other large animal is a part of that parade.

(29) RABID ANIMALS.

(a) *Report of.* Any person who suspects that any dog, cat or other domestic animal in the City is infected with rabies shall report his suspicion to the Police Department, describing the dog, cat or other domestic animal and giving the name of the owner, if known. Any person who observes that a dog, cat or other domestic animal has bitten any person shall give a similar report to the Police Department.

(b) *Confinement.* The Police Department shall investigate such reports and if there is a reasonable possibility that the dog, cat or other domestic animal is infected with rabies or has bitten a person, the Police Department shall capture the dog, cat or other domestic animal and confine it in the place provided by the City as the City Pound or in a place deemed proper by the Police Department to observe such dog, cat or domestic animal for such period as a veterinarian deems necessary to determine if the animal is infected with rabies.

(c) *Disposal.* If upon examination it is found that the dog, cat or domestic animal is infected with rabies, it shall be disposed of in a humane manner.

(30) IMPOUNDING OF DOGS, CATS OR OTHER DOMESTIC ANIMALS.

(a) Any unlicensed dog, cat or domestic animal running at large shall be impounded at the place provided by the City as the City Pound by the Police Department.

(b) *Redeeming impounded dogs, cats or other domestic animals.* An impounded dog, cat or other domestic animal may be redeemed by paying all charges due the Humane Association and providing proof of vaccination. Payment of the charges shall be made to the Police Department. Proof of vaccination shall be given to the Police Department. Upon payment and

providing proof the Police Department shall issue a receipt. Exhibiting the receipt to the Humane Association of other place of impoundment authorizes the release of such dog, cat, or other domestic animal.

- (31) LIABILITY. The City and/or its designated agents shall not be liable to any person for the death, destruction, injury or disease caused to any animal that has been impounded pursuant to this section.