

capacity with the Village, the Laboratory of Hygiene, the applicable health department, the officer involved and, if the animal is suspected to have bitten a person, the person's physician.

- (f) **Responsibility for Quarantine and Laboratory Expenses.** The owner of an animal is responsible for any expenses incurred in connection with keeping the animal in an isolation facility, supervision and examination of the animal by a veterinarian, preparation of the carcass for laboratory examination and the fee for the laboratory examination.
- (g) **State Laws Adopted by Reference.** The provisions of Secs. 95.21 and 174.02(3), Wis. Stats., insofar as the same are applicable, are incorporated by reference and made a part of this Section with the same force and effect as those set forth verbatim herein. Any amendments to those sections shall be adopted by reference as if they were fully set forth herein.

State Law Reference: Secs. 95.21 and 174.02(3), Wis. Stats.

Sec. 7-1-6 Restrictions on Keeping of Dogs, Cats, Fowl and Other Animals.

- (a) **Restrictions.** It shall be unlawful for any person within the Village of Elk Mound to own, harbor or keep any dog, cat or other animal which:
 - (1) Habitually pursues any vehicle upon any public street, alley or highway in the Village.
 - (2) Assaults or attacks any person or destroys property.
 - (3) Is at large within the limits of the Village.
 - (4) Habitually barks or howls to the annoyance of any person or persons. (See Section 7-1-15.)
 - (5) Kills, wounds or worries any domestic animal.
 - (6) Is known by such person to be infected with rabies or to have been bitten by an animal known to have been infected with rabies.
 - (7) In the case of a dog, is unlicensed.
 - (8) Is tied or leashed in a manner that prohibits or impairs the reading of utility meters.
 - (9) Is permitted by its owner to run in dog packs.
- (b) **Unleashed Dogs or Other Animals Running at Large.**
 - (1) No owner, keeper, harbinger or caretaker of any dog or other animal shall permit the same to be unleashed or unrestrained at any time said dog or other animal is not on the owner's, keeper's, harbinger's, or caretaker's property or premises and which is upon any public street, alley, right-of-way or upon any private property without the permission of the owner or occupier of the property.
 - (2) A dog or other animal which is leashed or otherwise restrained by any device that is less than ten (10) feet in length, which is of sufficient strength to restrain and control

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- said dog or other animal, and is held by a person competent to govern and control said animal, who has obtained the age of ten (10) years or more, and is able to prevent said dog or animal from annoying or worrying pedestrians or from trespassing on private or public property. Furthermore, a dog or other animal is not unleashed or uncontrolled and at large if it is properly restrained within a motor vehicle.
- (3) A service animal (as defined in Section 7-1-1) shall not be considered running at large whether or not the animal is on a leash if the animal is in the immediate company of the owner or immediately responds and obeys (e.g. a dog playing a game of "fetch" in a field or walking alongside its owner, a member of the owner's immediate family or the assisting individual of the service animals' owner).
- (4) Any person or entity who violates this Subsection (b) shall be subject to a forfeiture of not less than Twenty-five Dollars (\$25.00) and not more than One Hundred Dollars (\$100.00), together with any impoundment under Section 7-1-8. Each incident shall be considered a separate offense.
- (c) **Owner's Liability for Damage Caused by Dogs or Other Animals; Penalties.** The provisions of Sec. 174.02, Wis. Stats., relating to the owner's liability for damage caused by dogs and other animals together with the penalties therein set forth are hereby adopted and incorporated herein by reference.
- (d) **Animals Restricted on Public Grounds and Cemeteries.** No dog or cat shall be permitted in any public playground, school grounds, public park, or swimming area within the Village. Dogs and cats are prohibited from being in cemeteries. All service animals shall be exempt from this Section.

Sec. 7-1-7 Vicious and Potentially Dangerous Dogs and Animals; Potentially Dangerous Dog Supplemental License.

- (a) **Definitions.** The following definitions shall be applicable in this Section:
- (1) **Vicious Dog or Other Animal.** Any dog or other animal that:
- Bites or inflicts serious injury on a human being or a domestic animal without provocation on public or private property. (If the dog or other animal inflicts serious injury in a manner other than biting, said dog or other animal shall also be deemed and presumed to be vicious under this Section);
 - On two (2) separate occasions within the immediate prior thirty-six (36) month period, has killed, seriously bitten, or otherwise caused serious injury to a domestic animal off the property of the owner or keeper of the dog;
 - Has been previously found to be potentially dangerous, the owner having received notice of such, and the dog again aggressively bites, attacks or endangers the safety of humans or domestic animals;
 - Is owned or harbored primarily, or in part, for the purpose of dog fighting or any dog trained for dog fighting;
 - Is a "potentially dangerous dog", as defined in this Section, that has been permitted or allowed to run free and unrestrained off the property of its owner; or

- f. Has, since the effective date of this Section, demonstrated a propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.
- (2) **Potentially Dangerous Dog or Other Animal.**
- a. Any dog or other animal which, when unprovoked, on two (2) separate occasions within the immediate prior thirty-six (36) month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog. Such behavior would include situations when the dog or other animal, when unprovoked, chases or approaches a person in a menacing fashion or apparent attitude of attack on public or private property.
 - b. Any dog or other animal which, when unprovoked, bites a person, causing a less severe injury than is defined in Subsection (a)(1) above.
- (3) **Serious Injury.** Shall be defined as any abrasions, bruising, cuts, broken bones, lacerations, internal injuries, torn or pulled ligaments or muscles, head injuries, or any other such similar condition.
- (4) **Proper Enclosure of a Dangerous Dog.** While on the owner's property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog.
- (b) **Vicious Dogs Prohibited.** No person shall harbor, keep or maintain within the Village of Elk Mound any vicious dog or other animal. Any dog or other animal alleged to be vicious by virtue of an attack upon a human being or domestic animal shall be impounded as directed by the authorities until disposition of the charge issued by citation. Moreover, the owner of any dog or other animal found to be vicious in the trial of the charge of harboring a vicious dog or other animal, or by plea to such a charge, shall be prohibited from returning that dog or other animal to the Village of Elk Mound.
- (c) **Penalty for Keeping Vicious Dogs or Animals in Violation of Subsection (b).**
- (1) **Forfeiture.** Any person convicted of violating Subsection (b) above shall pay a forfeiture of Five Hundred Dollars (\$500.00) together with all costs and assessments. Each day that a person owns, harbors, keeps, maintains or cares for any vicious dog or other animal in violation of this Section may be deemed a separate and distinct violation, subject to separate citations and convictions. Furthermore, any violation of Subsection (b) above shall result in a further penalty of having the subject animal or dog impounded by any law enforcement or animal control officer of the Village of Elk Mound, or any law enforcement or animal control officer of any jurisdiction authorized by the Village of Elk Mound to enforce or effectuate the Village of Elk Mound's ordinances.
 - (2) **Impoundment.** In the event that any vicious dog or animal has been impounded, said dog's or animal's owner shall be required to make arrangements to have said animal removed from the corporate limits of the Village of Elk Mound within seven (7) days

of impoundment. In the event any impounded animal has not had arrangements made to remove said animal from the corporate limits of the Village of Elk Mound within said seven (7) day period, any law enforcement officer or animal control officer for the Village of Elk Mound shall be authorized to destroy said animal.

(d) **Restrictions and Rules Regarding Potentially Dangerous Dogs or Animals.**

- (1) **Hearing.** If a law enforcement or animal control officer for the Village of Elk Mound (or any other law enforcement agency having jurisdiction and authority to enforce this Section), has investigated and determined that there exists probable cause to believe that a dog or other animal which is owned, harbored, kept or cared for within the Village of Elk Mound corporate limits is potentially dangerous as that term is defined herein, a law enforcement officer or animal control officer for the Village of Elk Mound or his/her designee, shall petition the Village Board for the Village of Elk Mound, for a hearing for the purpose of determining whether or not the dog or other animal in question, should be declared potentially dangerous. Whenever possible, any complaint received from a member of the public which serves as part of the evidentiary basis for the animal control officer or law enforcement officer to find probable cause, shall be sworn to and verified by the complainant and shall be attached to the aforementioned petition. Notice of the hearing before the Village Board shall be given to the owner, caretaker or keeper of the dog or animal in question no less than seven (7) days prior to said hearing, with said notice, together with a copy of the petition, and all sworn complaints to be either served personally, or by first class mail with return receipt requested. All hearings under this Section shall be open to the public.
- (2) **Hearing Body.** The hearing body, which shall be the Village Board for the Village of Elk Mound, may admit all relevant documents and testimony into evidence including incident reports and affidavits of witnesses, photographs, and personal testimony. The Village Board, or designated alternative body, shall be the exclusive trier of the issue of whether a dog or other animal is determined to be potentially dangerous. For the Village Board of the Village of Elk Mound to determine that a dog or other animal is potentially dangerous, there must be a preponderance of the evidence to establish the same.
- (3) **Appeals.** Any owner, harborer, keeper, caretaker, or other interested party who is aggrieved by any decision of the Village Board, or designated alternative body, under this Section shall have the right to appeal the same by filing an action for certiorari with the Circuit Court no more than thirty (30) days from the date that said aggrieved person had received written notice of the Village Board's decision on whether a dog or other animal is potentially dangerous under this Section.
- (4) **Notice of Determination; Compliance.** After the hearing conducted pursuant to Subsection (d)(1)-(2) above, the owner, keeper, harborer or caretaker of the dog or other animal shall be notified in writing of the determination and orders issued, either

personally or by first class mail return receipt requested. If a determination is made that a dog or other animal is potentially dangerous as herein provided, the owner, keeper, harbinger or caretaker shall comply with Subsections (d)(6)-(8) and in accordance with the time schedule established by the chief law enforcement officer or animal control officer of the Village of Elk Mound, or designee, but in no case more than thirty (30) days after the date of the determination, or thirty-five (35) days if the notice of the determination is mailed to the owner, keeper, harbinger or caretaker of the dog or other animal.

(5) ***Affirmative Defenses; Exceptions.***

- a. No dog or other animal may be declared potentially dangerous if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner, keeper, harbinger or caretaker of the dog or other animal, or was teasing, tormenting, abusing, or assaulting the dog or other animal, or was committing or attempting to commit a crime.
- b. No dog or other animal may be declared potentially dangerous if the dog or other animal was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault.
- c. No dog or other animal may be declared potentially dangerous if an injury or damage was sustained by a domestic animal which, at the time of the injury, or damage was sustained, was teasing, tormenting, abusing or assaulting the dog or other animal.
- d. No dog or other animal may be declared potentially dangerous if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog, or predator control dog on the property of or under the control of its owner, keeper, harbinger or caretaker, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.
- e. No dog or other animal may be declared potentially dangerous if the injury or damage to another domestic animal was sustained while on the property or premises of the owner, harbinger, keeper or caretaker of the dog or other animal, and the injured domestic dog or animal was upon the property not owned or maintained by the owner of the injured or damaged domestic animal.

(6) ***Licensing and Vaccination Requirements; Potentially Dangerous Dog Supplemental License.*** All potentially dangerous dogs or other animals shall be properly licensed and vaccinated. The licensing authority for the Village of Elk Mound shall include the potentially dangerous designation in the registration records of the dog, either after the owner or keeper of the dog has agreed to the designation or the Village Board, after hearing, has determined the designation applies to the dog. The Village of Elk Mound may charge a potentially dangerous dog fee in addition to the regular licensing fee as to provide for the increased cost of maintaining the records of the dog.

- (7) **Fencing and Restraint Requirements.** A potentially dangerous dog or other animal, while on the owner's property, shall, at all times, be kept indoors or in a securely fenced yard from which the dog cannot escape and into which children cannot trespass. A potentially dangerous dog or other animal may be off the owner's premises only if it is restrained by a substantial leash, of appropriate length, and muzzled, and if it is under the control and supervision of a responsible adult while being restrained by said leash and muzzle.
 - (8) **Notice Upon Death or Relocation of Animal.** If a potentially dangerous dog or other animal dies, or is sold, transferred or permanently removed from the Village of Elk Mound where the owner, harbinger, keeper or caretaker so resides, said person who owns, keeps, harbors, or caretakes a potentially dangerous dog or other animal shall notify the Village of Elk Mound or the animal control officer of the change in condition or new location of the potentially dangerous dog or other animal in writing within forty-eight (48) hours of said dog or other animal's removal.
- (e) **Penalty for Violations of Subsection (d)(1).**
- (1) **Forfeiture.** Any person or entity convicted of violating Subsection (d) shall pay a forfeiture of Two Hundred Fifty Dollars (\$250.00), together with all costs and assessments. Each day that a person owns, harbors, keeps, maintains or cares for any potentially dangerous dog or other animal in violation of Subsection (d) may be deemed separate and distinct violations, subject to separate citations and convictions.
 - (2) **Impoundment.** Furthermore, any violation of Subsection (d) shall result in a further penalty of having the subject animal or dog impounded by any law enforcement or animal control officer of the Village of Elk Mound, or any law enforcement or animal control officer of any jurisdiction authorized by the Village of Elk Mound to enforce or effectuate the Village of Elk Mound's ordinances, may impound any dog or other animal which is subject to this Section. In the event that any restricted or prohibited animal or other vicious or potentially vicious animal or dog has been impounded, said dog's or animal's lawful owner shall be required to make arrangements to have said animal removed from the corporate Village of Elk Mound limits within seven (7) days of impoundment. In the event any impounded animal has not had arrangements made to lawfully remove said animal from the corporate Village limits within said seven (7) day period, any law enforcement officer or animal control officer for the Village of Elk Mound shall be authorized to destroy said animal.

Sec. 7-1-8 Impoundment of Animals.

- (f) **Animal Control Agency.**
- (1) The Village of Elk Mound may contract with or enter into an agreement with such person, persons, organization or corporation to provide for the operation of an animal

- shelter, impoundment of stray animals, confinement of certain animals, disposition of impounded animals and for assisting in the administration of rabies vaccination programs.
- (2) The Village of Elk Mound does hereby delegate to any such animal control agency the authority to act pursuant to the provisions of this Section.
- (g) **Impounding of Animals.** In addition to any penalty hereinafter provided for a violation of this Chapter, A law enforcement or animal control officer may impound any dog, cat or other animal which habitually pursues any vehicle upon any street, alley or highway of this Village, assaults or attacks any person, is at large within the Village, habitually barks, cries or howls, kills, wounds or worries any domestic animal or is infected with rabies. In order for an animal to be impounded, the impounding officer must see or hear the violation of this Section or have in his/her possession a signed statement of a complaining witness made under oath alleging the facts regarding the violation and containing an agreement to reimburse the Village for any damages it sustains for improper or illegal seizure.
- (h) **Claiming Animal; Disposal of Unclaimed Animals.** After seizure of animals under this Section by a law enforcement or animal control officer, the animal shall be impounded. The officer shall notify the owner, personally or through the U.S. Mail, if such owner be known to the officer or can be ascertained with reasonable effort, but if such owner be unknown or unascertainable, the officer shall post written notice in three (3) public places in the Village, giving a description of the animal, stating where it is impounded and the conditions for its release, after the officer or warden has taken such animal into his possession. If within seven (7) days after such notice the owner does not claim such animal, the officer may dispose of the animal in a proper and humane manner; provided, if an animal before being impounded has bitten a person, the animal shall be retained in the Animal Shelter for ten (10) days for observation purposes. Within such times, the owner may reclaim the animal upon payment of impoundment fees, such fees to be established by resolution of the Village Board or impounding agency. No animal shall be released from the pound without being properly licensed if so required by state law or Village Ordinance.
- (i) **Sale of Impounded Animals.** If the owner doesn't reclaim the animal within seven (7) days, the animal control officer may sell the animal to any willing buyer.
- (j) **Village Not Liable for Impounding Animals.** The Village and/or its animal control agency shall not be liable for the death of any animal which has been impounded or disposed of pursuant to this Section.

Sec. 7-1-9 Duty of Owner in Case of Animal Bite.

Every owner or person harboring or keeping a dog, cat, ferret or other domesticated animal who knows that such dog, cat, ferret or other domesticated animal has bitten any person shall

immediately report such fact to Village law enforcement officers, or other enforcement authority, and shall keep such dog, cat, ferret or other domesticated animal confined for not less than ten (10) days or for such period of time as directed. The owner or keeper of any such dog, cat, ferret or other domesticated animal shall surrender the dog, cat, ferret or other domesticated animal to a law enforcement or humane officer upon demand for examination.

Sec. 7-1-10 Pit Bulls and Other Regulated Dogs and Animals.

- (a) **Keeping of Certain Animals Prohibited.** Except as provided herein, it shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the Village of Elk Mound:
- (1) **Exotic Animals.** Any warm-blooded, carnivorous or omnivorous, wild or exotic animal including but not limited to non-human primates, raccoons, skunks, foxes and wild and exotic cats are prohibited unless kept in accordance with Section 7-1-12.
 - (2) **Poisonous Animals.** Any animal having poisonous bites.
 - (3) **Regulated Dogs.** Any regulated dog provided that regulated dogs complying with the provisions of this Section may be kept within the Village subject to the standards and requirements set forth in Subsection (b) of this Section. There shall be a presumption that any dog which substantially conforms or exhibits the distinguishing characteristics or substantially conforms to the standards describing the physical characteristics as recognized by the American Kennel Club, the United Kennel Club, or Continental Kennel Club for a particular breed which is regulated by this Section, shall be deemed a dog of the breed so regulated. "*Regulated dog*" as that term is used in this Section is defined to mean:
 - a. The Staffordshire bull terrier breed of dog;
 - b. The American pit bull terrier breed of dog;
 - c. The American Staffordshire terrier breed of dog;
 - d. The Perro de Presa Canario breed of dog, otherwise known as Presa Canario, also known as Canary Dog or Presa dog.
 - e. The Rottweiler breed of dog.
 - f. The Rhodesian Ridgeback breed of dog.
 - g. The Tosa Inu breed of dog.
 - h. Any dog which has the appearance and characteristic of being predominantly of any of the above-listed breed or breeds of dogs.
- (b) **Keeping of Regulated Dogs.** The provisions of Subsection (a) are not applicable to parties who own, keep or harbor regulated dogs within the Village of Elk Mound, provided there is full compliance with the following conditions:
- (1) **Leash and Muzzle.** No person shall permit a regulated dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four (4) feet in length. No person shall permit a regulated dog to be kept on a chain, rope or other

- type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all regulated dogs on a leash outside the animal's kennel or pen must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (2) **Confinement.** All regulated dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel except when leashed and muzzled as provided in Subsection (b)(1). All pens or kennels shall comply with all zoning, building and health regulations of the Village and shall be kept in a clean and sanitary condition.
 - (3) **Confinement Indoors.** No regulated dog 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.
 - (4) **Insurance.**
 - a. All owners, keepers or harborers of regulated dogs must within thirty (30) days of the effective date of this Section provide proof to the Clerk-Treasurer of public liability insurance in the amounts of:
 1. Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person with the limit, however, of One Million Dollars (\$1,000,000) for bodily injury or death resulting from any one incident/accident; and
 - b. The Village of Elk Mound shall be named as an additional insured under such insurance and a copy of the current in-force policy shall be deposited with the Clerk-Treasurer. Such insurance policy shall provide that no cancellation of the policy will be made unless ten (10) days' written notice is first given to the Clerk-Treasurer.
 - (5) **Registration.** All owners, keepers or harborers of regulated dogs shall within thirty (30) days after the effective date of this Section register said dog with the Village by filing with the Village Clerk-Treasurer two (2) color photographs of the dog clearly showing the color and approximate size of the dog. There shall be a registration fee as prescribed in Section 1-3-1.
 - (6) **Reporting Requirements.** All owners, keepers or harborers of registered regulated dogs must within ten (10) days of the incident, report the following information in writing to the Village Clerk-Treasurer:
 - a. The removal from the Village or death of a registered regulated dog;
 - b. The birth of offspring of a registered regulated dog;
 - c. The new address of a registered regulated dog should the dog be moved within the Village of Elk Mound.
 - d. If the registered regulated dog is sold, the name and address of the new owner.
 - (7) **Animals Born of Registered Dogs.** All offspring born of registered regulated dogs registered within the Village must be removed from the Village within six (6) weeks after the birth of said animal.

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- (8) **Signs.** All owners, keepers or harborers of registered regulated dogs within the Village shall, within ten (10) days of the effective date of this Section, display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such animal.
- (9) **Failure to Comply.** It shall be unlawful for the owner, keeper or harborer of a registered regulated dog registered with the Village to fail to comply with the requirements and conditions set forth in this Section.

Sec. 7-1-11 Wolf/Dog Hybrid Regulation and Confinement.

- (a) **Definitions.** A "wolf/dog hybrid" is defined as any cross-breed resulting from the mating of a domesticated dog and a wolf, coyote jackal or dingo or resulting from the mating of any wolf/dog hybrid and another wolf/dog hybrid or a domesticated dog. As used herein:
 - (1) **Canine Animal.** Includes all members of the family *canidae* except foxes.
 - (2) **Domesticated Dog.** *Canis familiaris*.
 - (3) **Wolf.** Includes both *canis lupus* and *canis niger*.
 - (4) **Coyote.** *Canis latrans*.
 - (5) **Jackal.** *Canis Aurens*.
 - (6) **Dingo.** *Canis dingo*.
- (b) **Prohibition on Unregistered Animals.** No person shall harbor, keep or maintain within the Village of Elk Mound any wolf/dog hybrid which has not been registered pursuant to Subsection (k) below on or before January 30, 2006. This prohibition shall not apply to animals being transported through the limits of the Village of Elk Mound within a one (1) hour period of time. A pup born to a female wolf/dog hybrid so registered shall be removed from the Village of Elk Mound before it has reached the age of five (5) months. Wolf/dog hybrids permitted in the Village of Elk Mound shall be confined as set forth in this Section.
- (c) **Removal; Impoundment.** Whenever any person is charged with harboring, keeping or maintaining a wolf/dog hybrid in the Village of Elk Mound which has not been registered on or before January 30, 2006, that person shall, to the satisfaction of the Court, remove said animal from the Village of Elk Mound until a trial on the citation. If said animal has not been so removed within forty-eight (48) hours of the service of the citation, the said animal may be impounded as directed by Village authorities until the trial on the citation. In that case, the owner of any such animal shall pay all expenses incurred due to such impoundment, including but not limited to the cost of shelter, food, handling and veterinary care. If it is determined by plea or trial that said animal is a wolf/dog hybrid not registered pursuant to Subsection (k) on or before January 30, 2006, it shall be removed from and not returned to the Village of Elk Mound.
- (d) **Confinement Requirements.** The owner of any wolf/dog hybrid permitted to be kept in the Village of Elk Mound, and the owner of any property on which such wolf/dog hybrid is kept, shall see that the animal is at all times confined according to the minimum

requirements of this Section. A wolf/dog hybrid may be kept only in enclosures that meet the following minimum requirements:

- (1) The first enclosure shall be constructed of not less than nine- (9-) gauge galvanized chain link fencing, with mesh openings not greater than two (2) inches, which shall be securely anchored by stainless steel or copper rings, placed at intervals not greater than six (6) inches apart, to a poured concrete base as described herein. Such enclosure shall be not less than five hundred (500) square feet in area, plus two hundred fifty (250) square feet for each additional canine animal kept therein. Such enclosure shall be the location in which any wolf/dog hybrid is primarily kept.
 - (2) The first enclosure shall extend to a height of not less than eight (8) feet, and shall be surrounded from ground level to a height of not less than four (4) feet by one-quarter (1/4) inch galvanized mesh screening.
 - (3) The first enclosure shall have a full top, which shall also be constructed of not less than nine- (9-) gauge chain link fencing with mesh openings not greater than two (2) inches, and which shall be securely anchored to the sides of the enclosure. The entire base of the first enclosure shall be a poured concrete slab floor at least four (4) inches thick.
 - (4) The second enclosure shall consist of a securely anchored fence at least six (6) feet in height, which shall entirely surround the first enclosure, and no part of which shall be nearer than six (6) feet in height, which shall entirely surround the first enclosure, and no part of which shall be nearer than six (6) feet from any part of the first enclosure. Said fence shall be a "vision barrier" fence, no more than five percent (5%) open for through vision, except, however, that the portion of said fence facing the dwelling of the owner of said animals or of the property on which they are kept shall be constructed of not less than nine- (9-) gauge chain link fencing, to provide for observation of said animals. If any portion of said fence is made of wood, the finished or painted side thereof shall face outward from the first enclosure.
 - (5) Both enclosures shall be kept locked with case hardened locks at all times when an animal is unattended by an adult. The first (innermost) enclosure shall have double entrance gates or doors situated and constructed in such a fashion as to prevent an animal from escaping past an open gate or door. The gates or doors providing access to the first (innermost) enclosure shall be spring-loaded, so as to shut on their own accord behind anyone entering that enclosure.
 - (6) Within the first enclosure, shelter shall be provided adequate to protect the animals confined against weather extremes. The first enclosure shall be regularly cleaned to remove excreta and other waste materials, dirt and trash, in a manner adequate to minimize health hazards and avoid offensive odors.
 - (7) The above described enclosures shall be located in the rear yard of any property on which a wolf/dog hybrid is kept, as defined in the Village Zoning Code.
- (e) **Transportation and Muzzling of Animals.** A wolf/dog hybrid may be transported only if confined in a secure, locked container, covered with one-fourth (1/4) inch galvanized fine mesh screen. This paragraph shall not prohibit the walking of such animals, provided they

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are muzzled and restrained by a leather lead, at least one (1) inch in diameter and not exceeding three (3) feet in length, attached to a metal choker-type collar, under the control of an adult. The muzzle must be made in a manner that will not cause injury to the wolf/dog hybrid or unduly interfere with its vision or respiration, but will prevent it from biting any person or animal.

- (f) **Right of Inspection.** To insure compliance with this Section, any person possessing any registration papers, certificate, advertisement or other written evidence relating to the bloodlines or ownership of a canine animal found within the Village shall produce the same for inspection on demand of any law enforcement, conservation or public health officer or court.
- (g) **Limitation on Numbers.** No person shall own, harbor or keep in his/her possession on any one parcel of property more than two (2) wolf/dog hybrids over five (5) months of age at any one time, nor shall any person retain a litter or portion of a litter of wolf/dog hybrids longer than five (5) months.
- (h) **Veterinary Exception.** The foregoing provisions of this Section shall not apply to doctors of veterinary medicine in temporary possession of wolf/dog hybrids in the ordinary course of their practice.
- (i) **Abandonment or Negligent Release.** No person shall willfully or negligently release or abandon a wolf/dog hybrid as defined herein within the Village.
- (j) **Nonconforming Enclosures.** As to any person keeping wolf/dog hybrids in existing enclosures in the Village of Elk Mound on the date of passage of this Section, Subsection (d) shall take effect on January 30, 2006; for all other persons, said Subsection shall take effect and be in force from and after passage and publication as provided by law. The remaining provisions of this Section shall take effect and be in force from and after passage and publication as provided by law.
- (k) **Wolf/Dog Hybrid Registration; Insurance Requirement.** All owners of any wolf/dog hybrid in the Village of Elk Mound shall, on or before January 30, 2006, and annually thereafter on or before January 30th of each year, register such animal and provide a current color photograph of such animal with the Village Clerk-Treasurer's office and pay a registration fee as prescribed in Section 1-3-1. At the time of registration, each owner of any wolf/dog hybrid kept within the Village limits shall provide to the Village Clerk-Treasurer proof of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) for any acts of property damage, personal injury or other liability incurred by virtue of any injury or damage inflicted by such wolf/dog hybrid. Such insurance shall name the Village of Elk Mound as co-insured solely for the purpose of notice of cancellation of such insurance policy.
- (l) **Warning Sign.** The owner or keeper of a wolf/dog hybrid shall display on the premises on which such animal is kept signs warning that there is a wolf/dog hybrid on the property as provided herein. Such signs shall be visible and capable of being read within at least twenty (20) feet of their placement, but shall not be more than two (2) square feet in area, and shall state in bold, capital letters, on a white background, the following: "WARNING — WOLF/DOG HYBRIDS PRESENT". One such sign shall be placed in the

front yard of any property on which any wolf/dog hybrid is kept, and additional such signs shall be placed on all gates or doors providing access through the second (outermost) enclosure required above.

Sec. 7-1-12 Keeping Of Exotic Animals; Protected Animals, Fowl, Reptiles and Insects.

(a) **Intent.**

- (1) **Purpose.** It is the purpose and intent of the Village of Elk Mound in adopting this Section to protect the public safety, health and general welfare from the safety and health risks that the unregulated keeping or harboring of exotic animals can pose to the community and to protect the health and welfare of permitted exotic animals held in private possession. By their very nature, exotic animals are wild and potentially dangerous, and, typically, do not adjust well to a captive environment. This Section shall be liberally construed in favor of the Village's right and authority to protect the public health, safety and welfare.
- (2) **Prohibition.** It shall be unlawful for any person to own, possess, maintain, harbor, bring into the Village, have in one's possession, act as a custodian for, or have custody or control on an exotic animal, except in compliance with this Section.

(b) **Definitions.** The following definitions and terms shall be applicable in this Section. Words used in the present tense include the future; the singular number includes the plural number; and the plural number includes the singular number. The word "shall" is mandatory and not permissive; the word "may" is nonmandatory and discretionary:

- (1) **Animal.** For purposes of this Section, shall mean exotic animals.
- (2) **Animal Control Officer.** Law enforcement officers, the Village Building Inspector, animal control officers, humane society employees, or any other person designated by the Village of Elk Mound to enforce or assist in the enforcement of this Section.
- (3) **Animal Shelter.** Any premises designated or used by the Village for the purpose of impounding and caring for animals found in violation of this Section, or of any other Village ordinance regulating the keeping of and care of animals. Included within this definition are animal shelters whose services are secured by the Village through contract or intergovernmental agreement.
- (4) **At Large.** An animal is at large when:
 - a. It is off the property of the owner and not properly confined or restrained in a manner such that the risk of uncontrolled or accidental contact by the animal with humans or domesticated animals has been minimized; or
 - b. It is on the property of the owner, but is improperly restrained or confined so as to pose a risk of leaving the property and having uncontrolled or accidental contact by with humans or domesticated animals off of the owner's property; or