



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

COUNCIL CHAMBERS

Wednesday, June 11, 2025

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Master Sales Agreement for U.S. Department of Commerce Economic Development Administration Grant
2. Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for the Lead Service Line Program
3. Approve an Ordinance Amending the Municipal Code of the City of Antigo to Delete Existing Ordinance 18-41 in its Entirety
4. Approve an Ordinance Creating Section 18-55 of the Municipal Code of the City of Antigo Regarding Dangerous Animals

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact clerk treasurer's office, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: June 06,2025

THOMAS BAUKNECHT



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: June 11, 2025
Re: Master Sales Agreement for U.S. Department of Commerce Economic Development Administration Grant

The City received a grant from the U.S. Department of Commerce Economic Development Administration (EDA) in 2022 for adding a road and infrastructure known as the Saratoga Industrial Park Project.

With this grant funding, there is a requirement to maintain the EDA restrictive covenants for a period of 20 years. As the City has existing property that adjoins the EDA project, a Master Sales Agreement must be entered into with any buyers of the property.

A draft copy of the Master Sales Agreement is included with the agenda for your review. If there are any changes to the draft copy, they will be distributed at the meeting.

If the Committee approves it, a resolution is included on the June 11th Council meeting.

Should you have any questions, please feel free to contact me.

Document Number

MASTER SALES AGREEMENT

THIS AGREEMENT IN REFERENCE TO The City of Antigo Industrial Park Improvements and US Department of Commerce Economic Development Administration Project 06-01-06277

All City of Antigo parcels, in the legal description attached hereto and made a part hereof, hereinafter "Project Property."

Recording Area

Return Address

The covenant of purpose, use, and ownership previously recorded regarding this project "06-01-06277" and this legal description attached hereto, is hereby adopted and made a part here of, as if fully set out herein including without limitation all EDA Regulations as "13 C.F.R Chapter III" and government wide regulations set out at "2 C.F.R part 200," as either may be from time to time altered in any way.

MASTER SALES AGREEMENT

This Master Sales Agreement made this day of _____, 2025, by and between the CITY OF ANTIGO, a municipal corporation of Langlade County, Wisconsin, hereinafter referred to as Seller; located at 700 Edison Street, Antigo, WI 54409 and _____, with its principal place of business located at _____, hereinafter referred to as Buyer, for the benefit of the United States Department of Commerce, Economic Development Administration, located at 1401 Constitution Avenue, NW, Washington, DC 20230 with a regional office at 230 S. Dearborn Street, Chicago, Illinois 60604 ("EDA").

CLOSING

1. The transactions described in this Agreement shall close (the "Closing") at the offices of the Seller, or at a location agreed upon by the parties on or before _____, 2025.

The date on which the closing occurs is the "Closing Date."

EFFECTIVE DATE

This Agreement shall be effective on the date and year first written above.

COMPLIANCE WITH EDA RESTRICTIVE COVENANTS

Seller and Buyer acknowledge that the premises were improved, in part, with funding from EDA and are subject to the terms and conditions of the EDA financial assistance award and

applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

a. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

b. Buyer agrees to provide Seller and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.

c. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

RECITALS

The City of Antigo, will not sell, lease, transfer, convey, encumber, mortgage, or otherwise alienate any right to or interest in the Project Property, or use the Project Property for purposes other than, or different from, those purposes set forth in the Award and the Grant Application made by the City of Antigo there for ("Project Purposes"), such alienation or use being prohibited by 13 C.F.R. part 314 and by 2 C.F.R. part 200; and

EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 C.F.R. § 314.5 ("Federal Share") or unless the authorized purpose of the Award is to develop land in order to lease or sell the land for a specific use, approved in advance by EDA, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met.

The City of Antigo shall comply with the terms and conditions of the Award and the regulations set forth in 13 C.F.R. Chapter III and 2 C.F.R. part 200.

For the Estimated Useful Life of twenty years, the City of Antigo will not sell, lease, transfer, convey, encumber, or mortgage any interest in the Project Property, nor shall the City of Antigo use the Project Property for purposes other than the Project Purposes without the prior written approval of EDA.

If the City of Antigo leases any property described herein, each lease arrangement shall be subject to the prior written approval of EDA during the Estimated Useful Life. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purposes of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, nondiscrimination, non-relocation, and environmental requirements; and that the proposed lessee is providing adequate compensation, as defined in 13 C.F.R. § 314.1, to the City of Antigo for said lease.

The City of Antigo further covenants that if the property described herein, is used for purposes other than the Project Purposes, or is sold, leased, transferred, conveyed, encumbered, or mortgaged without the prior written approval of EDA, the City of Antigo will compensate the Federal Government in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA, such amount being: (a) EDA's pro-rata share of the fair market value of the Project Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of grant funds actually disbursed.

The City of Antigo shall protect the title and possession of all Project Property and pay when due all taxes, assessments, mechanic and/or materialmen liens; and other charges, fines, and impositions now existing or hereafter levied or assessed upon the Project Property.

The City of Antigo shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by the City of Antigo due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible. If such restoration or repair is not economically feasible, the City of Antigo shall use said insurance proceeds to compensate EDA for its Federal Interest, as defined at 13 C.F.R. § 314.2 ("Federal Interest"). EDA's Federal Interest shall be satisfied when the amount received is equal to the Federal Share as that term is defined at 13 C.F.R. § 314.5.

The City of Antigo shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give written notice thereof to EDA without delay.

To the extent permitted by law, the City of Antigo agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the City of Antigo or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 ("Indemnification").

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

The proceeds of any award or claim for damages, direct or consequential; in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by the City of Antigo to compensate EDA for EDA's Federal Share. EDA's Federal Share of said condemnation proceeds shall be equal to that percentage which the EDA

Award Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 C.F.R. § 314.5 ("Federal Share").

Upon the City of Antigo's breach of any term or condition of the Award or term or condition of this Covenant, then EDA, its designees, successors, or permitted assigns may declare the amounts owed to EDA (i.e., the Federal Share) with interest thereon at the rate set forth in 31 U.S.C. § 3717, immediately due and payable, such amounts being: (a) EDA's pro-rata share of the fair market value of the Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of the grant funds actually disbursed (the "Indebtedness"). The amount shall be determined at the sole discretion of EDA in accordance with EDA's authorities and regulations, and the City of Antigo agrees that the Indebtedness shall be due and payable by the City of Antigo to EDA upon the termination of the Award for material noncompliance or upon any attempt to use, transfer, or alienate any interest in the Project Property in violation of the Award or of the regulations in 13 C.F.R. Chapter III or 2 C.F.R. part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through and upon the full payment of the Indebtedness to the Federal Government.

EDA may enforce any and all remedies afforded by law or equity, including seeking and obtaining judicial determinations compelling the City of Antigo to comply with the terms and conditions of the Award and this Covenant, which may be exercised concurrently, independently, or successively.

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Covenant.

EDA and the City of Antigo agree that, so long as the possession and use of Project Property by the City of Antigo has been only for the purposes set forth in the Award and the Grant Application, then after the Estimated Useful Life of the improvements to Project Property, the City of Antigo may request a release of the Federal Interest in accordance with 13 C.F.R. part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 C.F.R. part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Covenant and any release thereof, which shall be evidenced by a separate recorded covenant.

This Covenant shall be governed by applicable federal law, if any, and if there is no applicable federal law by Wisconsin law, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. If any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument that can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

Pursuant to 13 C.F.R. part 314, the City of Antigo further agrees that the City of Antigo shall execute and place on record against the title to the Project Property acquired or improved in whole or in part with the Award, this Master Sales Agreement. The City of Antigo shall furnish EDA with the original, recorded Covenant and Master Sales Agreement as executed. The City of Antigo further agrees that whenever the Project Property is sold, leased, or otherwise conveyed pursuant to 13 C.F.R. part 314, the City of Antigo or transferor shall add to the document conveying such interest in and to the real estate an express reference to this Covenant and Master Sales Agreement, satisfactory to EDA, whereby the purchaser or tenant expressly accepts and agrees to be bound by this Covenant and Master Sales Agreement.

This Master Sales Agreement and this Master Sales Agreement's rights, privileges, duties, and obligations shall inure to the benefit of and be binding upon each, every, all, or any of the parties hereto, together with their respective successors and permitted assigns.

It is stipulated and agreed that the terms this Master Sales Agreement and Covenant constitutes a reasonable restraint on alienation of use, control, and possession of or title to the Project Property given to evidence and secure the Federal Interest expressed herein and shall run with the land.

The City of Antigo represents and warrants to and covenants with EDA that the City of Antigo has been duly authorized by the City of Antigo's governing body by all necessary action and has received all necessary third-party consents to enter into this Master Sales Agreement.

NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested at:

Buyer: BuyerName
 c/o
 Buyer Address
 Buyer City, State, Zip

Seller: City of Antigo
 c/o Kaye M. Matucheski
 Clerk/Treasurer
 700 Edison Street
 Antigo, WI 54409

2. By giving the document or written notice personally to the party.

Any notice from EDA to the City of Antigo provided for in this Master Sales Agreement shall be sent by certified mail to the City of Antigo's last known address or at such address as the City of Antigo may designate to EDA, except for any notice given to the City of Antigo in the manner as may be prescribed by applicable law as provided hereafter in this Master Sales Agreement. Likewise, any notice from the City of Antigo to EDA shall be sent by certified mail to EDA's address.

ADDITIONAL PROVISIONS

1. **Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. Failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act.
2. **Amendment/Modification;** This Agreement may be amended or modified only by a written amendment approved and executed by the Seller and Buyer, subject to consent of EDA.
3. **Entire Agreement.** This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between Buyer and the Seller.
4. **Time.** Time is of the essence as to Closing Date and all other dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of God. It being the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be extended for the period of the delay as determined by the other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay.
5. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

6. Immunity. Nothing contained in this Agreement constitutes a waiver of the Sellers's sovereign immunity under applicable law.

7. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Langlade County, Wisconsin. The Buyer expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.

8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Seller and Buyer and their respective successors and assigns.

9. Further Assurances and Corrective Instruments. The Seller and Buyer agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.

10. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself.

11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

12. Recordation. The Seller may record this Agreement in the Register of Deeds Office for Langlade County, Wisconsin. All costs of recording shall be paid by the Seller.

13. Effective Date. This Agreement shall be effective as of the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

BUYER: _____

By: _____
Owner

By: _____
Owner

SELLER: City of Antigo

By: _____
City of Antigo Mayor

Attest: _____
City of Antigo Clerk-Treasurer

STATE OF WISCONSIN)
) ss.

BURNETT COUNTY)

Personally came before me this _____ day of _____, 20____, the above named, _____, Mayor, and _____, Clerk/Treasurer, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City of Antigo's authority.

Notary Public, State of Wisconsin
My Commission:

Attachment: Master Sales Agreement Draft for EDA (1) (7533 : Approval of the Master Agreement)

Exhibit A

Project Property Description

All project improvements will occur on the below listed platted parcel.

Need legal description

Authorized Scope of Work

Need project description

DRAFT

Attachment: Master Sales Agreement Draft for EDA (1) (7533 : Approval of the Master Agreement)



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: June 11, 2025
Re: Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for the Lead Service Line Program

The City of Antigo has participated in the Lead Service Line loan/principal forgiveness program to replace lead service lines for property owners on their side of the line. This program allows the full cost of these replacements to be paid for the owner and can only be done in the areas the City has already replaced the lines on the public side.

We have received loan/principal forgiveness grants in the past few years and have been able to assist many property owners. In addition, the City works with local plumbers to complete the work which is beneficial to the economy.

We again plan to apply for this funding which is a reimbursable loan. This means the City pays for the work and then submits for reimbursement from the loan and the principal forgiveness. In order to do this, the attached resolution needs to be approved.

If the Committee is agreeable to this, there is a resolution on the Council agenda. Should you have any questions on this program, please contact either myself or Charley Brinkmeier.

ORDINANCE NO. :

An Ordinance amending the Municipal Code of the City of Antigo to delete an existing ordinance.

The Common Council of the City of Antigo does ordain as follows:

Section 1. The Municipal Code shall be amended to delete Section 18-41 in its entirety.

Section 2. This Ordinance shall be in force and effect from and after its passage and publication.

ADOPTED: _____, 2025.

APPROVED: _____, 2025.

Thomas Bauknecht, Mayor

ATTEST:

Kaye Matucheski, City Clerk

ORDINANCE NO. :

An Ordinance creating Section 18-55 of the Municipal Code of the City of Antigo regarding dangerous animals.

The Common Council of the City of Antigo does ordain as follows:

Section 1. Section 18-55 shall be created to read as follows:

Section 18-55. Dangerous animals.

(a) *Prohibitions.*

1. No person shall own, harbor, keep, or maintain within the City limits, any “dangerous animal,” except as provided in subsection (d) below.
2. No person may bring into or keep within the City limits, any animal that is determined to be a “prohibited dangerous animal” under this section.
3. No person shall offer for sale, sell, give away, breed, buy, or attempt to buy any dangerous animal within the City except as permitted under this section.
4. No person shall own or harbor any animal for the purpose of animal fighting, or train, torment, badger, bait, or use any animal for the purpose of causing or encouraging said animal to attack human beings or domestic animals when not provoked.
5. The issuance of a citation under this section need not be predicated on a determination that an animal is a dangerous or prohibited dangerous animal.

(b) *Definitions.*

Dangerous animal as used in this chapter means:

1. Any animal which approaches or chases any human being or domestic animal in a menacing fashion or apparent attitude of attack, without provocation, on public or private property and after evaluation by the Chief of Police or the Chief’s designee is determined to pose a threat to public safety or welfare;
2. Any animal which bites, inflicts injury, attacks, or otherwise endangers the safety of human beings or domestic animals, without provocation, on public or private property and after evaluation by the Chief of Police or the Chief’s designee is determined to pose a threat to public safety or welfare; or
3. Any animal owned, harbored, or trained primarily or in part for the purpose of fighting.

Prohibited dangerous animal as used in this chapter means:

1. Any animal that, while off the owner's or caretaker's property, has killed a domesticated animal without provocation;
2. Any animal that, without provocation, inflicts bodily harm on a person on public or private property;
3. Any animal brought from another city, village, town or county that has been declared dangerous or vicious or its equivalent by that jurisdiction;
4. Any dangerous animal that is not in compliance with any of the provisions of subsection (d);
5. Any animal declared dangerous under this section that subsequently has a second or more reported unprovoked incidents in which the animal has bitten, inflicted injury, attacked, or otherwise unreasonably endangered with aggressive or threatening behavior, the safety of a human being or pet animal on public or private property;
6. Any dog that is subject to being destroyed under Wis. Stats. §174.02(3); or
7. Any animal, owned, harbored or trained primarily or in part for the purpose of fighting.

(c) *Procedure for declaring a dangerous animal.*

1. The Chief of Police or the Chief's designee, upon conducting an investigation, may issue an order declaring an animal to be a dangerous animal whenever he/she finds that an animal meets the definition of a dangerous animal in subsection (b). An owner or caretaker wishing to contest an order under this section shall proceed as provided in subsection (f).
2. Upon an animal being declared dangerous, the owner or caretaker shall immediately comply with the signage, leashing, muzzling and confinement requirements of subsection (d)(3) and (d)(5)-(7). The owner or caretaker shall comply with the requirements of subsection (d)(6)(B) within five days of the order and with all other requirements in subsection (d) being satisfied within 30 days of the order.
3. Upon written request by the owner or caretaker, the Chief of Police or the Chief's designee may waive any requirement specified in subsection (d) that he/she deems to be inappropriate for a particular dangerous animal.

(d) *Restrictions.* The owner or caretaker of any animal determined by the Chief of Police or the Chief's designee to be a dangerous animal shall comply with all of the following conditions:

1. *Registration.* The owner or caretaker of any dangerous animal shall register it with the City Clerk within 30 days of the order, and thereafter before January 1 of each year, by providing a current color photograph of the animal and payment of a registration fee as provided in section 18-35. Upon payment of the fee and satisfactory proof of compliance with the

provisions and conditions of this chapter, the owner shall be issued a dangerous animal certificate of registration. The owner or caretaker shall post the certificate of registration on the front door of the residence where the dangerous animal is being kept.

(A) The owner or caretaker of any dangerous animal shall also provide proof of current license and rabies certificate as required under sections 18-33 and 18-34 respectively at the time of registration and each year thereafter.

2. *Liability insurance.* At the time of registration, the owner or caretaker of any dangerous animal shall provide proof of liability insurance in the amount of at least \$250,000.00 for any acts of property damage or liability incurred by virtue of personal injury inflicted by such animal. Such insurance shall name the City as coinsured solely for the purpose of notice of cancellation of the policy.
3. *Display of sign.* The owner or caretaker of the dangerous animal shall display signs on his or her premises facing out from all sides of the premises warning that there is a dangerous animal on the property. This sign shall be visible and capable of being read from a public highway or thoroughfare or within 20 feet of its placement. In addition, the sign shall include a pictorial symbol warning children of the presence of a dangerous animal.
4. *Identification.* The owner or caretaker of the dangerous animal shall provide written proof from a licensed veterinarian or humane society a device which can be later detected to aid in the proper identification of the animal. The device must be numbered and the number must be provided to the Chief of Police or the Chief's designee.
5. *Collar.* A leather collar shall be worn by the animal at all times, except when being groomed.
6. *Duty to keep animal under restraint while on owner's or caretaker's property.* While on the owner's or caretaker's property, a dangerous animal must be securely and humanely confined indoors or when outdoors, kept in a secure enclosed and locked pen or structure, suitable to prevent the entry of young children, and designed to prevent the animal from escaping or as set forth in subsection (d)(7).
 - (A) *Indoor confinement.* 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 premises of 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 obstacles preventing the animal from exiting the structure.
 - (B) *Outdoor confinement.* All owners or caretakers of a dangerous animal must maintain on the property a pen or kennel as

provided in this subsection. 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 two feet) shall be provided so that a child cannot reach into the animal enclosure. Such pen or structure must have secure sides and a secure top attached to all sides. The pen or structure shall be locked with a key or combination lock when the animal is within the structure. If it has no bottom secured to the sides, the sides must be imbedded into the ground no less than two feet. The enclosure must also provide protection from the elements for the animal. All structures erected to house dangerous animals shall comply with all City building and zoning regulations and be adequately lighted and ventilated and kept in a clean and sanitary condition.

7. *Duty to keep animal under restraint when off property.* No owner or caretaker may permit a dangerous animal to go outside its dwelling, kennel or pen unless the animal is muzzled and restrained by a leather collar with harness and leather lead not exceeding four feet in length and is under control of an adult, able-bodied person competent to govern the animal and physically capable of controlling and restraining the animal. The animal may not be leashed to inanimate objects such as trees, posts and buildings. The animal shall be muzzled in a humane way by a muzzling device sufficient to prevent the animal from biting persons or other animals.
8. *Spay and neuter requirement.* The owner or caretaker shall provide written proof from a licensed veterinarian that the animal has been spayed or neutered.

(e) *Procedure for declaring a prohibited dangerous animal.*

1. The Chief of Police or the Chief's designee, upon conducting an investigation, may issue an order declaring an animal to be a prohibited dangerous animal and order the animal to have a microchip or other device inserted for identification purposes, whenever he/she finds that an animal meets the definition of prohibited dangerous animal in subsection (b). The cost of a microchip or other device shall be at the expense of the owner or caretaker. An owner or caretaker withing to contest an order under this section shall proceed as provided in subsection (f).
2. Upon issuance of an order declaring an animal to be a prohibited dangerous animal, the owner or caretaker shall remove the animal from the city within five days after the date of the order.
3. No owner or caretaker of a prohibited dangerous animal may sell or transfer possession of the animal to any other person with the city.
4. Any animal declared to be a prohibited dangerous animal that is not removed from the City within five days of it being declared a prohibited

dangerous animal may be seized by the City pursuant to Wis. Stats. § 173.13(1).

5. The owner or caretaker shall provide the Chief of Police or the Chief's designee within five days of the animal being declared a prohibited dangerous animal, the name, address, and telephone number of the person that will be in possession of the prohibited dangerous animal or a certification from a licensed veterinarian or local humane society that the prohibited dangerous animal was humanely euthanized. The owner or caretaker shall also present evidence to the Police Department showing 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 and advised that the animal is a prohibited dangerous animal.

(f) Appeal process for dangerous and prohibited dangerous animal.

1. Whenever an owner or caretaker wishes to contest an order of the Chief of Police or the Chief's designee to declare an animal dangerous under subsection (c) or prohibited dangerous under subsection (e), he or she shall, within five days after receipt of the order, deliver to the City Clerk, a written objection to the order, addressed to the Public Health and Safety Committee, stating specific reasons for contesting the order. Upon receipt of the written objection, the matter shall be placed on the agenda for the Finance, Personnel and Legislative Committee to be reviewed at the next regular meeting, unless the appeal is filed within four days of the next meeting in which case it shall be heard at the following meeting, or at the discretion of the chair of the Finance, Personnel and Legislative Committee at a specially scheduled meeting. The Finance, Personnel and Legislative Committee 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 or prohibited dangerous. The City elects not to be bound by Wis. Stats. Ch. 68 with respect to administrative procedure in this regard.
2. After the hearing, the owner or caretaker shall be notified of the Public Health and Safety Committee's determination.
3. If the owner or caretaker wishes to further contest the determination, he or she may, within five days of receiving the Finance, Personnel and Legislative Committee's decision, seek a review of the decision by the circuit court.

(g) Notification.

1. The owner or caretaker of a dangerous animal shall notify the Police Department immediately if a dangerous animal is at large.
2. The owner or caretaker of a dangerous animal shall notify the Police Department within 24 hours if the dangerous animal has bitten or inflicted injury upon another animal or human being, or has died.

3. No owner or caretaker 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. The owner or caretaker shall also provide the Police Department with the name, address and telephone number of the new owner of the dangerous animal. If the dangerous animal is sold or transferred to a person outside the city, the owner or caretaker shall present evidence to the Police Department showing 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 and advised that the animal is a dangerous animal.
4. The owner or caretaker shall update the City Clerk and the Police Department within five days upon moving the dangerous animal to another location.

(h) Impoundment.

1. Pending any investigation as to whether an animal is a dangerous or prohibited dangerous animal or pending a hearing on an appeal under subsection (f) of either determination, the animal must be securely confined in a humane manner either on the premises of the owner or caretaker, with a licensed veterinarian or other appropriate facility such as the local humane society. The owner or caretaker of any animal impounded on the premises of the owner or caretaker must comply with the restrictions set forth in subsection (d)(3) and (d)(5) – (d)(7). The Chief of Police or the Chief's designee may order impoundment of the animal pending his/her investigation and through any appeal hearing under subsection (f), pursuant to Wis. Stats. § 173.13(1). If an animal is determined to be dangerous, it may remain impounded until the owner or caretaker has complied with all restrictions set forth in subsection (d) or until such time as the Chief of Police or the Chief's designee determines the animal may be safely returned to its owner or caretaker and upon payment of all costs and expenses under subsection (h)(2). If an animal is determined to be a prohibited dangerous animal, it may remain impounded until the owner or caretaker provides the Police Department adequate assurances that the animal will be removed from the City as provided in subsection (e)(2), insertion of a microchip or other device for identification purposes, and upon payment of all costs and expenses under subsection (h)(2). Any animal that has been impounded and remains unclaimed by its owner or caretaker for more than seven days after written notice by certified mail has been sent to the owner or caretaker to his/her last known address advising that a determination has been made that the animal may be returned to the owner or caretaker upon compliance with the requirements of this subsection may be humanely euthanized pursuant to Wis. Stats. § 173.23. Any owner or caretaker aggrieved by the impoundment order of the Chief of Police or the Chief's designee may appeal such decision in the same manner and under the same procedures as set forth in subsection (f).

2. The owner or caretaker of the animal shall be liable to the city for the costs and expenses of impounding an animal unless the Chief of Police or the Chief's designee fails to declare the animal dangerous or prohibited dangerous or the determination is ultimately overturned by the Public Health and Safety Committee or a reviewing court.
 3. The owner or caretaker of an animal confined on the premises under subsection (h)(1) shall immediately notify the Police Department if the animal is loose, unconfined, has attacked or bitten or injured another animal, or has attacked, bitten or injured a human being or has died. The animal shall not be sold or given away during the confinement or impoundment period.
 4. The Chief of Police or the Chief's designee shall make a reasonable attempt to promptly notify the owner or caretaker in writing of any impoundment under this subsection if he or she can be identified and located with reasonable effort. Mailing written notice to the owner's or caretaker's last known address shall satisfy this requirement.
- (i) *Destruction.* Any dog that has caused serious injury to a person or a domestic animal on two separate occasions off the owner's premises, without reasonable cause may be destroyed as a result of a judgment rendered by a court of competent jurisdiction as specified under Wis. Stats. § 174.02 (3). The City Attorney may petition an appropriate court to obtain order to destroy such a dog.
- (j) *Duration of dangerous animal status.*
1. The Chief of Police or the Chief's designee may remove the declaration of dangerous animal upon petition by the owner or caretaker of an animal upon a finding of all of the following:
 - (a) The owner or caretaker demonstrates that changes in circumstances or measures taken by the owner or caretaker have mitigated the risk to public safety;
 - (b) The owner or caretaker demonstrates there have been no additional reported instances of the behavior set forth in subsection (b) within a 36-month period from the date of the order declaring the animal dangerous;
 - (c) The owner or caretaker provides documentation from an accredited dog training specialist of attending and passing either an animal socialization program offered through the Association of Pet Dog Trainers or the American Kennel Club Canine Good Citizen Program; and
 - (d) The Chief of Police or the Chief's designee concludes from all of the evidence presented the animal no longer presents a risk to public safety.

(k) *Penalties for violations.*

1. An owner or caretaker of a dangerous animal who fails to comply with the provisions of subsection (d) is subject to a forfeiture of not less than \$100.00 nor more than \$250.00 per day.
2. An owner or caretaker of a dangerous animal who violates subsections (a)(1), (3), or (4) is subject to the forfeiture provided for in the cash deposit schedule established under section 1-14.
3. An owner or caretaker of a prohibited dangerous animal who violates subsection (a)(2) is subject to a forfeiture of not less than \$250.00 nor more than \$500.00 per day.
4. An owner or caretaker of a dangerous or prohibited dangerous animal who violates any other provision of this section is subject to a forfeiture of not less than \$25.00 or more than \$250.00 per day.

(l) *[Additional violations.]* Every day that a violation of this chapter continues shall be deemed a separate offense. In addition to the foregoing penalties, any person who violates this chapter shall pay all expenses including shelter, food, handling, veterinary care, and expert testimony fees necessitated by enforcement of this chapter.

(m) *Exemptions.* The provisions of this chapter regarding dangerous animals shall not apply to animals owned by law enforcement agencies and used for law enforcement purposes.

(n) *Severability.* If any provision of this chapter is adjudged invalid by any court of competent jurisdiction, such judgment shall not affect or impair the validity of the remainder of this chapter.

Section 2. This Ordinance shall be in force and effect from and after its passage and publication.

ADOPTED: _____, 2025.

APPROVED: _____, 2025.

Thomas Bauknecht, Mayor

ATTEST:

Kaye Matucheski, City Clerk