



**TOPPENISH CITY COUNCIL
STUDY SESSION AGENDA
APRIL 4, 2022 – 5:00 P.M.**

1. Call to Order/Roll Call
2. New Employee Introduction
3. Proposed Toppenish Humane Society Contract
4. Proposed Dog and Animal Ordinance
5. Proposed Dog License Fees and Charges
6. Executive Session: [RCW 42.30.110(1)(i)]
 Purpose: Litigation
 Time: 15 minutes
 Action: Potential action
7. Adjournment

Next Regular Council Meeting will be on April 11, 2022

**CITY OF TOPPENISH AND THE HUMAN SOCIETY
ANIMAL CONTROL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF TOPPENISH, a Washington municipal corporation (hereinafter referred to as the “City”), and the YAKIMA HUMANE SOCIETY, a non-profit corporation (hereinafter referred to as the “Society”).

WHEREAS, the Humane Society operates an animal shelter to shelter animals impounded by the City’s Animal Control Officers; and

WHEREAS, the City has previously contracted with the Humane Society for the boarding of impounded animals and other services at the Humane Society’s animal shelter; and

WHEREAS, the Humane Society is willing to continue providing said animal shelter services to the City in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a contract for continued animal shelter services in accordance with the terms and conditions of the attached agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and the Humane Society as follows:

SOCIETY’S OBLIGATIONS

I. ANIMAL CONTROL SERVICES

The Society is hereby assigned, authorized, delegated, and empowered to; impound all animals coming into its control and custody as a result of violations of Title 6 of the Toppenish Municipal Code (TMC); to place or humanely dispose of such animals that come into its control and to manage and enforce all provisions of Title 6 TMC in effect at the time of the initiation of this agreement or which may hereinafter be adopted. In furtherance of these obligations; the Society shall:

a. The Society will furnish animal shelter facilities located at 2405 West Birchfield Road in Yakima, Washington.

b. The Society will maintain proper shelter and care for all domestic animals that come into its custody.

c. The Society will maintain suitable office hours at the animal shelter for the convenience of the public and to transact business in connection with the duties under this contract and to receive animals or for the redemption of impounded animals.

d. The Society will employ and/or appoint qualified agents and staff for the carrying out of the responsibilities under this contract, who shall be responsible to the elected officers of the Society.

e. The Society will provide to the City its policies and procedures in effect at the time of

the initiation of this agreement and will further inform the City of any changes to the same during the term of this agreement.

f. The Society will provide fifteen (15) hours of animal control services per week to the City.

g. The Society will fully equip each animal control officer with a vehicle and equipment necessary and customary for animal control.

II. ENFORCE ANIMAL REGULATIONS AND LAWS

a. The Society will through duly appointed and legally qualified staff, agents, and officers enforce all animal regulation laws and ordinances as adopted by the State of Washington and the City, including the capture and/or impound of animals as required in Title 6 TMC.

b. The Society will provide proper food, water, shelter, and other humane treatment for such animals while they are in the Society's possession or until they are released to the owner, placed, or otherwise humanely disposed of.

c. The Society will hold all impounded animals at the Society's facility as required in TMC Title 6.

d. The Society will hold all impounded cats bearing an instrument of the owner's identity for five business days from the date of impound. All impounded cats not bearing an instrument of the owner's identity shall become the property of the Society upon impound.

e. The Society will collect an impound fee at the time of redemption by its owner.

f. Unclaimed animals will become the property of the Society on the day the animals are released from impound according to Title 6 TMC. The proceeds from the sale of said animals shall be the Society's.

g. The Society will cooperate with the Health Department according to Title 6 TMC concerning persons or animals that are injured or killed by an animal in the City.

h. The Society will investigate all reports of violations of Title 6 TMC and shall prosecute all persons when warranted by facts.

i. The Society will hold evidence dogs for 10 days, after which time the City may elect to leave the dogs with the Society for \$10.00 per dog per day to be billed monthly to the City.

j. The Society will collect and properly dispose of all mortally wounded or dead dogs, cats, and animals of similar size within the City. The Society does not collect dead cattle, horses, and animals of similar size.

III. ISSUE LICENSES, KEEP RECORDS and MAKE REPORTS

a. The Society shall not release an unlicensed dog to an owner that resides and keeps the dog in the City until a license has been purchased at, and issued by the City, and the license and tag have been provided to the dog owner. The license and tag shall be then presented to

the Society at which time the dog may be released.

b. The Society shall keep full and accurate records of:

- i. All animals that have been taken into custody with the description of the animal, date, place, reason, and manner by which it was impounded,
- ii. The final disposition of all animals impounded,
- iii. At the close of each month and as a prerequisite for receiving payment for services rendered during the month, the Society shall submit a financial and activity report to the City's Police Department, the form and contents to be reasonably determined by the City's Police Department. An annual report shall include financial information, law enforcement, and education program information,

c. The Society shall coordinate with the City for public disclosure requests and records retention.

IV. HUMANE EDUCATION

a. The Society will initiate and maintain programs of education designed to promote safety, awareness, proper pet ownership, and promote the proper care and treatment of animals. The Society will support and stimulate public support for such treatment and the enforcement of City ordinances relating to animal control and welfare.

V. INDEMNIFICATION AND HOLD HARMLESS

a. The Society agrees to protect, defend, indemnify, exonerate and hold harmless the City, its elected officials, agents, officers, and employees hereinafter referred to as "protected parties" from (1) all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) all judgments, awards, losses, liabilities, damages including legal fees, costs, and disbursements for, arising out of or related to any actual death, injury, damage or destruction to any person or any property, including but not limited to any actual or alleged violations of civil rights to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission whether intentional, willful, reckless, negligent, inadvertent or otherwise that is resulting from, arising out of or related to the Society's provision of services, work or materials pursuant to this agreement.

VI. INSURANCE

a. The Society shall procure and maintain during the term of this agreement Workers Compensation Insurance as prescribed by the laws of the State of Washington.

b. The Society shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect the Society from claims for damages for personal injury, including accidental and wrongful death as well as from services rendered under the term of this agreement, whether such services be by the Society, by any subcontractor,

volunteer or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.

c. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold free and harmless covenant contained herein, and in the event, the City becomes liable for an amount above such insurance coverage, the Society shall indemnify and hold the City free and harmless for the whole thereof.

d. The Society shall furnish the City with policies or certificates of insurance annually, demonstrating that the Society has procured such insurance and that the City has been named as an additional insured.

e. Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) day written notice shall be given to the City before modifications, cancellation, or reduction in coverage of such insurance.

VII. SOCIETY'S INDEPENDENT CAPACITY

a. The Society and the City understand and expressly agree that the Society is an independent contractor in the performance of all parts of this Agreement.

b. Any necessary administrative or procedural changes that may occur from time to time during the period of this Agreement shall be administered between the Chief of Police or the City Manager of the City and the Executive Director of the Society.

c. The pace of conduct or policy in public contacts is to be directed by the Chief of Police or the City Manager of the City and conveyed to the Executive Director of the Society, who in turn, shall be responsible for the Society's officers.

VIII. COMPLIANCE WITH LAW

a. The Society agrees to perform all services under and pursuant to the Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal, state, or local governmental body.

CITY OBLIGATIONS

IX. SUPPLY ALL CERTIFICATES AND FORMS

a. The City shall provide the Society with citation books, necessary City report forms, and copies of applicable animal control codes for their use in patrolling and investigating animal complaints within the City and the City shall authorize the Society's officers to cite persons for violations pursuant to Title 6 TMC.

X. PROVIDE POLICE ASSISTANCE

a. The City shall continue to receive phone or personal contact messages for the Society's officers to act upon and shall deliver messages when a Society officer reports for duty each day.

b. All emergency messages or after-hours calls shall be forwarded to the Society when an officer is not on duty via the Society's answering service. **(509 457-2212)**

c. The City's Police Department shall assist the Animal Control Officer in the conduct of assigned duties whenever the Animal Control Officer reasonably determines that a situation requires police assistance.

d. The City shall provide and maintain a portable police radio for use by the Animal Control Officer. The radio assigned will be determined by the City's Police Department and radio contact shall be maintained during the hours of service.

e. The City shall provide a workstation, computer with internet access, printer, and normal office supplies for the Society's Animal Control Officer to utilize while completing the required administrative duties of this Agreement.

XI. AUTHORIZED SOCIETY AGENTS

a. The City Manager has the authority to designate the Yakima Humane Society as the animal control authority. The Society's officer assigned to the City shall have concurrent jurisdiction in the enforcement of Title 6 TMC specified by Section 6.05.015 TMC.

b. At the request of the City, commercial kennel inspections will be completed by the Animal Control Officer for licensing purposes. The fees will be paid directly to the Society by the commercial kennel and documentation will be provided to the City.

XII. APPLICABILITY OF NEW OR REVISED ANIMAL CONTROL ORDINANCES

a. It is understood and agreed by the City and the Society that if Title 6 TMC is amended to cause the level of services to be performed by the Society under this agreement to be increased, then such provisions shall not apply to this agreement without amendments hereto.

3. CONSIDERATIONS

I. REQUESTED EXTRA PATROL

a. If extra patrol time is requested by the City, the Society shall provide this service at the hourly rate for each additional Animal Control Officer requested.

b. It is understood and agreed by the City and the Society that only the City Manager and/or the Chief of Police may request extra patrol and that the Executive Director may accept such requests.

c. The City will be billed the following month at a rate of \$50 per hour, per Animal Control Officer.

II. AFTER HOURS

a. The Society will respond to after-hours callouts for containment of vicious dogs, tending to sick or injured animals, and/or as requested by the City's Police Department for animal pick-ups during police actions.

b. After hours is defined as time spent providing emergency animal control services during hours that the assigned Animal Control Officer is not on duty.

1. Generally, specific times that would be considered after-hours are from 5:00 pm – 8 am; unless the call-out is initiated on a day where the assigned animal control officer is not on duty in which case any time during the 24 hours would apply.

2. An after-hour call-out shall be initiated by the City by calling the Society's answering service at 509 457-2212. The Society will then dispatch the on-call Animal Control Officer.

c. The City agrees that the time spent providing animal control services after hours on an emergency basis shall be counted as part of the 15 hours per week of service hours permitted in this contract.

III. INTEGRATION

a. This written document constitutes the entire Agreement between the City and the Society. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any previous agreements between the parties.

IV. NOTICES

b. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties as follows:

c.

TO CITY:
City Manager
21 W. 1st Avenue
Toppenish, WA 98948

TO SOCIETY
Executive Director Yakima Humane Society
2405 West Birchfield Road
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand-delivered at the address specified above.

XIII. TERM OF AGREEMENT

a. It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period beginning April ____, 2022, and ending December 31, 2024. However, it is fully agreed that this contract may be terminated by either party upon ninety (90) day written notice to the other of an intention to terminate this agreement or enter into a new

agreement.

b. It is mutually understood and agreed to by the parties hereto that the City and the Society will defend this contract with all due and proper diligence should it be challenged in any action in law.

c. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

XIV. SEVERABILITY

a. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

XV. CONSIDERATIONS

a. The agreed contract price to be paid by the City to the Society for the carrying out its obligation and responsibilities herein shall be arrived at as follows:

1. For the term of this contract, the City shall pay the Society at a rate of \$3,000 per month.

b. The Society shall provide fifteen (15) hours of service per week.

1. The hours mentioned herein will be hours spent patrolling within the city and tending to administrative matters, which may include travel time in emergencies.

2. The Animal Control Officer will work a five (5) day workweek at three (3) hours per day from Monday through Friday.

c. The Society shall present the City with a monthly invoice before the tenth (10th) of each month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving the Society's billing invoice.

EXECUTED this ___ day of _____, 2022

CITY OF TOPPENISH

YAKIMA HUMANE SOCIETY

By: _____

By: _____

Debbie Zabell, City Manager

Sheryl Haga, Executive Director

ATTEST:

APPROVED AS TO FORM:

By: _____
Heidi Riojas, CMC, City Clerk

By: _____
Gary Cuillier, City Attorney

ORDINANCE 2022-XX

AN ORDINANCE OF THE CITY OF TOPPENISH, WASHINGTON TO REPEAL AND REENACT A NEW TITLE 6 OF THE TOPPENISH MUNICIPAL CODE ENTITLED ANIMALS TO REGULATE AND LICENSE THE KEEPING OF DOGS, REGULATE THE KEEPING OF, AND PROVIDE FOR, THE IMPOUND OF ANIMALS, AND TO ADOPT COMMERCIAL KENNEL CODE

WHEREAS, the keeping of dogs and animals add to the quality of life for city residents when owners are responsible and keep them according to community standards; and

WHEREAS, the Toppenish municipal code needs to comply with state law in regards to potentially dangerous (potentially restricted), dangerous (restricted) dogs and the operation of commercial kennels; and

WHEREAS, commercial kennels are not accounted for in Title 6 Animals; and

WHEREAS, the current municipal code does not designate an official animal control authority for the city; and

WHEREAS, there is the necessity to provide jurisdictional police powers and administrative enforcement authority for the chapters adopted in Title 6, Animals; and

WHEREAS, the provisions need to be adopted concerning cruelty and inhumane treatment of animals; and

WHEREAS, animal fighting was punishable as a civil infraction in the municipal code; and

WHEREAS, the City Council deems it to be in the best interest of the City to repeal and reenact Title 6 Animals to promote public safety, the general welfare of City residents and provide for the safe and humane treatment of dogs and animals,

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Title 6 Animals is hereby repealed.

REPEALED

Chapter 6.04

REGULATIONS GENERALLY*

Sections:

6.04.010—Definitions.

~~6.04.020 License required Exceptions.~~
~~6.04.030 License Application Issuance.~~
~~6.04.040 Record of license owners City clerk-treasurer duty.~~
~~6.04.050 License term and fee schedule.~~
~~6.04.055 Rabies Vaccination and certification required.~~
~~6.04.060 License fee Late fee.~~
~~6.04.070 License fee Spayed female dogs and neutered male dogs Proof required.~~
~~6.04.080 License tag Issuance.~~
~~6.04.090 License Transferability Applicability.~~
~~6.04.100 Lost tag Replacement.~~
~~6.04.110 Running at large deemed nuisance when.~~
~~6.04.120 Restraint required Exceptions.~~
~~6.04.130 Impoundment Required when Disposition of animals.~~
~~6.04.140 Impoundment Dogs with identicode number Disposition procedures.~~
~~6.04.150 Impoundment Notice.~~
~~6.04.160 At large animals returned to owner when.~~
~~6.04.170 Impounded animal Redemption.~~
~~6.04.180 Impound, care and destruction fees.~~
~~6.04.190 Animals in heat Confinement required.~~
~~6.04.200 Animal behavior declared nuisance when Complaint Action.~~
~~6.04.210 Quarantine required when.~~
~~6.04.220 Suspected rabies infection Killing prohibited when.~~
~~6.04.230 Humane treatment required.~~
~~6.04.240 Obstructing humane officer prohibited.~~
~~6.04.250 Provisions not applicable to nonresidents.~~
~~6.04.260 Violation Penalty.~~
~~6.04.270 Transporting or confining in unsafe manner Penalty.~~

~~*For statutory provisions regulating animals, see generally RCW Title 16; for provisions prohibiting vicious or diseased animals from running at large, see RCW 9.08.010 and 9.08.020; for the statutory provisions authorizing third class cities to regulate domestic animals, see RCW 35.24.290(2); for statutory provisions authorizing third class cities to license and prohibit the running at large of dogs, see RCW 35.24.290(6).~~

~~6.04.010 Definitions.~~

~~As used in this chapter:~~

~~A. "Allow" means to grant, approve or permit, by action or inaction.~~

~~B. "Animal" means any living creature, domestic or wild except man and fowl.~~

~~C. "Animal shelter" means any premises designated by the city manager for the purpose of impounding and caring for animals held under authority of this chapter.~~

~~D. "Humane officer" means the Humane Society or any person designated by the city manager to enforce this chapter.~~

~~E. "Humane Society" means the Yakima County Humane Society and the employees thereof.~~

F. ~~“Kennel” means any person, partnership or corporation engaged in the business of breeding, buying, selling or boarding dogs and cats or any owner possessing four or more like animals for more than a 30-day period.~~

G. ~~“Owner” means any person, partnership, company or corporation owning, keeping, possessing, having custody of or harboring animals in the city.~~

H. ~~“Person” means an individual, partnership, company or corporation.~~

I. ~~“Pet shop” means any person, partnership, or corporation engaged in the business of breeding, buying, selling or boarding animals of any species.~~

J. ~~“Restraint” means that an animal shall be deemed to be under restraint if:~~

- ~~1. It is on the property of its owner or another entrusted with its care by the owner and the property is fenced or enclosed in such a manner that the animal cannot leave the property.~~
- ~~2. It is on the property of its owner or another entrusted with its care by the owner and attached to an immovable object by a chain, leash, rope or other such substance, the length of which cannot permit the animal to leave the limits of the property. The material used must be of sufficient strength to prevent escape of the animal.~~
- ~~3. It is off the property of the owner on a leash, rope or by other such means under the control of a person able to restrain the animal.~~

K. ~~“Veterinary hospital” means any establishment maintained and operated by a licensed veterinarian for the diagnosis and treatment of diseases and injuries of animals.~~

~~6.04.020 License required — Exceptions.~~

~~No person shall, without first obtaining a current license therefor in writing from the city clerk-treasurer, be the owner of any animal over three months of age, except that this section shall not apply to the keeping of small cage birds, cats or aquatic and amphibian animals kept solely as pets.~~

~~6.04.030 License — Application — Issuance.~~

~~Each license shall be issued by the city clerk-treasurer in the name of the owner following payment of the applicable fee and completion of forms as provided by the clerk-treasurer, disclosing the owner’s name, address, the name and type of the animal to be licensed, the age of the animal, its sex and, if female, whether or not the animal has been spayed, together with any other information the clerk-treasurer deems advisable. No person in the process of securing such license shall falsely represent any fact.~~

~~6.04.040 Record of license owners — City clerk-treasurer duty.~~

~~It shall be the duty of the city clerk-treasurer to keep and maintain a public list of all owners to whom licenses are issued, together with the number of the license tag issued to each owner, if any.~~

~~6.04.050 License term and fee schedule.~~

~~The license shall be annual from July 1st until June 30th each year. Pet license fees shall be established by resolution of the city council, as amended from time to time, for female or male~~

dogs which have not been spayed or neutered, for those female or male dogs which have been spayed or neutered, and for any dog kennel.

~~6.04.055 — Rabies — Vaccination and certification required.~~

~~A. An owner of a dog shall have it vaccinated against rabies and revaccinated following veterinary and manufacturer instructions.~~

~~B. No license shall be issued for any dog unless the license applicant shows written verification from a licensed veterinarian that the dog has been vaccinated against rabies and that such vaccination is current for the year the license is to be issued.~~

~~6.04.060 — License fee — Late fee.~~

~~In the case of animals previously licensed or required to be licensed, there shall be an additional late fee for each animal license which is purchased more than 31 days after the first day of July of any year. Such late fee shall be established by resolution of the city council, as amended from time to time.~~

~~6.04.070 — License fee — Spayed female dogs and neutered male dogs — Proof required.~~

~~Any owner claiming any dog is spayed or neutered shall file with the city clerk treasurer a certificate from a licensed veterinarian to that effect. Absent such filing the fee for a dog that has not been spayed or neutered shall be assessed, unless proof satisfactory to the animal control officer is presented by the owner.~~

~~6.04.080 — License tag — Issuance.~~

~~Upon issuing a license to own any dog, the city clerk treasurer shall issue to the owner a metallic or durable plastic tag, stamped with an identifying number and with the year of issuance, and so designed that it may be fastened to the animal's collar or harness by the owner, who shall provide that the tag shall be worn at all times by the animal.~~

~~6.04.090 — License — Transferability — Applicability.~~

~~Licenses issued under the authority of this chapter shall not be transferable either between animals or owners. Any license procured before December 10, 1973, shall not be affected hereby.~~

~~6.04.100 — Lost tag — Replacement.~~

~~Any owner of a licensed animal whose current license tag has been lost may obtain a replacement tag prior to impounding of such animal. Replacement tag fees shall be established by resolution of the city council, as amended from time to time.~~

~~6.04.110 — Running at large deemed nuisance when.~~

~~No owner shall allow any domestic animal or fowl of any kind to run at large during any hour of the day or night within the city on any street, alley, sidewalk, way, boulevard, park, public playground or schoolground, or in any other public place or building. Any animal so straying, entering or trespassing upon such property is declared to be a public nuisance and may be impounded in an animal shelter.~~

~~6.04.120 — Restraint required — Exceptions.~~

~~A. All dogs shall be kept under restraint by their owner. The provisions of this section shall not apply to dogs brought into the city for the purpose of participating in a dog show when actually~~

participating in a dog show, nor to seeing eye dogs when actually being used to aid a blind person in going from place to place.

B. Unrestrained dogs or female cats in heat may be impounded in an animal shelter.

6.04.130 — Impoundment — Required when — Disposition of animals.

A. All sick or injured animals shall be impounded when not in the owner's possession and may be humanely destroyed at any time after impounding at the discretion of the humane officer.

B. All other impounded animals shall be kept for not less than 72 hours. Animals not claimed by their owners within 72 hours shall be humanely disposed of or sold by the humane society.

6.04.140 — Impoundment — Dogs with identicode number — Disposition procedures.

If an impounded dog bearing an identicode number shall not be claimed and redeemed within 15 days of the notice provided for in TMC 6.04.150(D) then it may be sold by the humane officer or humanely destroyed as he sees fit. The humane officer shall deduct from the proceeds of sale the impounding and care fees, the notice expenses, and all other expenses therein incurred and the balance, if any, shall be deposited in the city general fund and shall be paid to the owner only upon a claim submitted within three months after the impound. No money shall be paid to any claimant except on proof satisfactory to the humane officer that the claimant is entitled to it, and no payment shall be made unless said claim is made in writing. If no payable written claim is filed within three months, the balance shall be forfeited to the city.

6.04.150 — Impoundment — Notice.

Upon the impounding of any animal the humane officer shall give notice of such impounding in substantially the following manner:

A. If the animal is licensed and is wearing a license tag, or if the identity of the owner is known to or can be readily determined by the humane officer, then as soon as reasonably practicable after the animal is impounded, the humane officer may notify the owner by telephone or otherwise that his animal has been impounded and may be redeemed as provided in TMC 6.04.170.

B. If the owner is known to the humane officer, but cannot be notified under the provisions of subsection A of this section, or if the owner is so notified and does not appear to redeem his animal within 24 hours of the time of impounding, then the humane officer shall send by certified mail a notice in substantially the following form:

NOTICE OF IMPOUNDING

DATE _____

TO WHOM IT MAY CONCERN: I have this day impounded in the animal shelter at _____ Street, an animal described as follows:

Sex _____ Color _____

Breed _____ Approximate age _____. Other identification _____

Name of owner: _____

Notice is hereby given that unless said animal is claimed and redeemed on or before _____ o'clock on the _____ day of _____, 197__, the same will be sold or destroyed.

HUMANE OFFICER

C. If the owner is unknown to the humane officer and cannot be readily determined by him, he shall post at the city police station and the city hall notice in substantially the form prescribed in subsection B of this section.

D. If an impounded dog has an identicode number and such dog has not been claimed within 48 hours of the giving, mailing or posting of the first notice as prescribed in subsections A, B and C of this section, then the humane officer shall notify the district office of the National Dog Record Bureau of the impounding of such dog

6.04.160—At large animals returned to owner when.

Notwithstanding the provisions of TMC 6.04.110 through 6.04.130, if an animal subject to impound is found at large and its owner can be identified and located, such animal need not be impounded but may, instead, be taken to the owner. The humane officer shall serve upon the owner a citation and notice to appear for a violation of this chapter.

6.04.170—Impounded animal—Redemption.

A. Any animal licensed for the current year which may be impounded while not under restraint may be redeemed by the owner upon payment of impounding and care fees.

B. Any animal not licensed for the current year which may be impounded while not under restraint may be redeemed by the owner upon payment of the impounding and care fees, and after obtaining a license for the current year.

C. The owner may be proceeded against for violating this chapter.

6.04.180—Impound, care and destruction fees.

A. The impounding fee for the first impound of any animal belonging to an owner shall be \$8.50, for the second impound \$12.50, for the third and each subsequent impound \$17.50, for the impound of any animal of the same owner within 12 consecutive months.

B. In addition, the care fee for any impounded animal shall be \$2.00 per day or part thereof.

C. A destruction fee shall be charged for destroying an animal at the written request of the owner at the same rate as that charged the city.

6.04.190—Animals in heat—Confinement required.

Every female dog or cat in heat shall be confined in a building or secure enclosure by the owner, in such manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

6.04.200—Animal behavior declared nuisance when—Complaint—Action.

A. No owner shall fail to exercise proper care and control of his animals to prevent them from becoming a public nuisance. Excessive, continuous or untimely barking, howling, molesting people, viciousness, chasing vehicles, habitually attacking other domestic animals, trespassing upon school grounds, trespassing upon private property in such manner as to damage property, or causing undue annoyance shall be deemed a public nuisance.

B. Whenever it shall be affirmed in writing by three or more persons having separate residences, or regularly employed in the neighborhood, that any dog is a public nuisance, the humane officer shall serve notice upon the owner that such nuisance must be abated within 48 hours, after which the humane officer shall determine whether such nuisance has been abated and if not, the owner may be proceeded against for violation of this chapter.

C. Whenever any animal shall have been determined to be a public nuisance by reason of viciousness, molesting people or habitually attacking other domestic animals, with such behavior resulting in a conviction of violation under this section, then, in the discretion of the municipal court judge, and based upon the severity of the behavior, the animal shall be impounded and destroyed in a humane manner.

6.04.210—Quarantine required when.

Any animal which bites a person shall be quarantined for 10 days if ordered by the director of public health. During quarantine, the animal shall be securely confined and kept from contact with any other animal. At the discretion of the director of public health, the quarantine may be on the premises of the owner. If the director of public health requires other confinement, the owner shall surrender the animal for the quarantine period to an animal shelter or shall, at his own expense, place it in a veterinary hospital.

6.04.220—Suspected rabies infection—Killing prohibited when.

No police officer or other person shall unnecessarily kill or cause to be killed any animal suspected of being rabid, except after the animal has been placed in quarantine and the diagnosis of rabies made by a licensed veterinarian. If a veterinarian diagnoses rabies in an animal in quarantine, then the animal shall be humanely killed and the head of such animal sent to a laboratory for pathological examination and confirmation of the diagnosis.

6.04.230—Humane treatment required.

No owner shall fail to provide animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment. No person shall beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse any animal, or cause or permit any dog fight, cockfight, bullfight, or other combat between animals or between animals and humans. No owner of an animal shall abandon such animal.

6.04.240—Obstructing humane officer prohibited.

Any humane officer shall have police powers in the enforcement of this chapter and no person shall interfere with, hinder, molest or abuse any humane officer in the exercise of his lawful duties.

6.04.250—Provisions not applicable to nonresidents.

The sections of this chapter requiring a license shall not apply to nonresidents of the city who are keeping only domestic pets; provided, that animals of such owners shall not be kept in the city longer than 30 days and that the animals are kept under restraint.

6.04.260—Violation—Penalty.

Any person who violates or fails to comply with any of the provisions of this chapter, or who counsels, aids or abets any such violation or failure to comply, shall be deemed to have committed a civil infraction, punishable as set forth in Chapter 2.90 TMC, Civil Infractions.

6.04.270—Transporting or confining in unsafe manner—Penalty.

Any person who willfully transports or confines or causes to be transported or confined any domestic animal or animals in a manner, posture or confinement that will jeopardize the safety of the animal or the public shall be guilty of a misdemeanor, and whenever any such person shall be taken into custody or be subject to arrest pursuant to a valid warrant thereof by any officer or authorized person, such officer or person may take charge of the animal or animals and cause it to be kept at the Humane Society Shelter in Yakima, Washington or other suitable place, and any necessary expense thereof shall be a lien thereon to be paid before the animal or animals may be recovered, and if the expense is not paid, it may be recovered from the owner of the animal or the person guilty.

REPEALED

Chapter 6.06

DANGEROUS DOGS*

Sections:

6.06.010—Definitions.

6.06.020—Dangerous dog on premises.

6.06.030—Dangerous dog off premises.

6.06.040—Penalties.

*Prior legislation: Ord. A-101.

6.06.010—Definitions.

As used in this chapter:

A. “Owner” means any person or legal entity having a possessory property right in a dog or who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by them.

B. “Dangerous dog” means:

1. Any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury to, or to otherwise endanger the safety of humans or other domestic animals; or
2. Any dog which attacks a human being or other domestic animal without provocation; or
3. Any dog known by the owner to be a pit bull terrier, which is defined as any American pit bull terrier or Staffordshire bull terrier or American Staffordshire terrier breed of dog, or any mixed breed dog which contains as an element of its breeding the breed of American pit bull

terrier, Staffordshire bull terrier as to be identifiable as partially of the breed of American pit bull terrier, Staffordshire bull terrier or American Staffordshire terrier.

C. “Unconfined” means not securely confined indoors or not confined in a securely enclosed and locked pen or structure. Such pen or structure must have attached sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground no less than one foot.

D. “Permit” means human conduct in relation to an owned or harbored dog which is intentioned, deliberate, careless, inadvertent or negligent.

6.06.020 — Dangerous dog on premises.

The owner of a dangerous dog shall not permit such dog to go unconfined upon the premises of such owner.

6.06.030 — Dangerous dog off premises.

The owner of a dangerous dog shall not permit such dog to go beyond the premises of such person unless such dog is securely leashed and muzzled or otherwise securely restrained and muzzled.

6.06.040 — Penalties.

Failure to perform any act required by this chapter, or the performance of any act prohibited by this chapter, is designated as an infraction and not a criminal offense, and shall be punishable by a fine of not more than \$500.00; provided, however, that if the court shall find that any person has committed two prior infractions, and has committed a third or subsequent violation, said person shall be guilty of a criminal misdemeanor and may be punished by a fine of not more than \$1,000 or by imprisonment for not more than 90 days, or by both such fine and imprisonment; and provided further, that if the court shall find that a dog has attacked and injured a person or other animal without provocation, the dog’s owner shall be guilty of a criminal gross misdemeanor and may be punished by a fine of not more than \$5,000 or by imprisonment for not more than one year, or by both such fine and imprisonment.

REPEALED

Chapter 6.08

ANIMAL RESTRICTIONS

Sections:

6.08.010 — Definitions.

6.08.020 — Keeping of animals within city prohibited — Exceptions and conditions.

6.08.030 — Slaughtering prohibited — Butchering restricted.

6.08.010 — Definitions.

For purposes of this chapter, the following mean:

A. “Domestic animals” includes dogs, cats, birds and other animals raised and/or maintained in confinement, except livestock and poultry as defined herein.

B. "Livestock" means any farm animals, including horses, cattle, goats, mules, donkeys, sheep, pigs, and all other hoofed animals.

C. "Nuisance" means as follows: A nuisance is created when a domestic animal chases or bites a person, chases or bites another domestic animal, chases any motorized or nonmotorized vehicle on a public street, alley or other public right-of-way, damages property other than that of the owner or keeper, creates noxious or offensive odors, defecates upon any public place or upon premises not owned or controlled by the owner or keeper unless promptly removed by the owner or keeper, or creates an insect breeding and/or attraction site due to an accumulation of excrement.

D. "Person" means any individual, firm, partnership, corporation or other legal entity.

E. "Poultry" includes only chickens, turkeys, ducks, geese, pheasants, pea fowl, guinea fowl, and wild fowl.

6.08.020 — Keeping of animals within city prohibited — Exceptions and conditions.

A. Except as hereafter provided, it is unlawful for any person to keep or permit to be kept any wild animals, livestock, poultry or rabbits within the city limits.

B. Horses and mules owned by a trolley operator who is duly licensed as required under TMC Title 5, Business Licenses and Regulations, may be continuously kept in the city within a B2, M1 or M2 zone, as defined by the official zoning map of the city, during the period from April 1st through October 31st of each year, or such greater term as the city council shall permit, upon application made and good cause shown, on condition that the trolley operator shall maintain compliance with the rules and regulations of the State Board of Health pertaining to the keeping of animals, the disposal of dead animals, and the accumulation and disposal of manure and urine, as set forth in Chapter 248-50 WAC.

C. Nothing herein shall be deemed to restrict or prohibit the temporary and duly licensed operation of an entertainment event within the city, such as a rodeo, circus, carnival, fair, livestock show or similar event involving livestock or other animals. Nor shall a duly licensed livestock sales business be prohibited or restricted by this section.

D. It is unlawful for any person to keep any domestic animal without providing humane care and veterinary care and veterinary care when required to prevent the spread of disease or the untreated suffering of any animal.

E. It is unlawful for any person to keep a domestic animal in such manner that creates a nuisance.

F. The keeping of domestic animals otherwise prohibited by this chapter shall be permitted for those persons who were keeping such animals at the time of the effective date of Ordinance 87-9 on September 21, 1987; provided, that the number of animals kept by such person shall not be increased; and provided further, that the right to continue keeping them shall be terminated in the event said keeping is interrupted by a period of nine months or more.

G. No more than 20 head of cattle and/or 10 horses may be kept at any one time on pastures situated upon the property within the city that is known as the Rodeo Grounds, owned by the

Toppenish Rodeo and Livestock Association, located along the 600 block of South Division Street in Toppenish.

~~6.08.030 Slaughtering prohibited — Butchering restricted.~~

~~A. No person or firm except a licensed commercial slaughterhouse shall slaughter or dress any animal, fowl, or fish within the city at any time; provided, that wild game, fowl and fish legally taken for sport and not to be sold, or chickens or rabbits permitted under TMC 6.08.020(D) may be dressed in an enclosed area and in such a manner so as to eliminate any and all potential for public viewing.~~

~~B. Except for licensed commercial butcher shops, lockers, or food stores, the butchering of animals or animal parts shall be conducted in an enclosed area and in such a manner so as to eliminate any and all potential for public viewing.~~

~~C. No person shall slaughter, dress or butcher as permitted by this section without disposing of all animal waste in a sanitary manner, as provided in Chapter 8.12 TMC.~~

SECTION 2. A new Title 6 Animals is hereby enacted in the City of Toppenish Municipal Code to read as follows:

**Title 6
ANIMALS**

**Chapter 6.05
Dogs**

Sections

6.05.005 Purpose and legislative intent.

6.05.010 Definitions.

6.05.015 Enforcement agents.

6.05.020 Dog registration, license, and fee – Required.

6.05.025 Limitation on the number of dogs - Excess dog registration, license, and fee – Required.

6.05.030 Dog tags fees - Required.

6.05.035 Rabies – Vaccination and certification required.

6.05.040 Spayed or neutered dogs.

6.05.045 Dog License term – Late fees.

6.05.050 Dog behaviors and actions are subject to control by the owner or keeper.

6.05.055 Penalties for not controlling dogs.

6.05.060 Penalties - General.

6.05.065 Dogs in heat – Confinement required.

6.05.070 Impoundment.

6.05.075 Dogs suspected of having rabies.

6.05.005 Purpose and legislative intent.

The human experience benefits in many ways from the companionship and service of dogs. To obtain such benefits, dogs must be kept responsibly by people. When people fail to keep dogs responsibly, the community may be subjected to nuisance and health problems. The purpose of the dog control ordinance codified in this chapter is to strike a balance between the rights and responsibilities of dog owners and the community at large so that the community can both enjoy the benefits of responsible dog ownership that enhances the quality of life for the city's residents while avoiding problems which arise when dogs are not properly cared for.

The regulations in this Chapter are enacted to improve safety and sanitation related to the housing of dogs and the general welfare of city residents. The ability to implement and enforce the regulations is dependent on the cooperation of dog owners and on the funding and staff available to the city at any time for enforcement. The regulations will increase public safety, but it is not intended or foreseen that they will protect citizens from every inconvenience or harm occasioned by dogs.

6.05.010 Definitions.

As used in this chapter:

- A. "Adult dog" means any dog older than three months of age.
- B. "Aggressively bites" means any physical bite by a dog in combination with any of the following: snarling, baring teeth, chasing, growling, snapping, pouncing, lunging, multiple attacks, multiple lunges, or multiple bites.
- C. "Allow" means to grant, approve or permit, by action or inaction.
- D. "Animal control authority" means the Yakima Humane Society. "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority to aid in the enforcement of this chapter or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any state or local law enforcement officer or another employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.
- E. "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority to aid in the enforcement of this chapter or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any state or local law enforcement officer or another employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.
- F. "At large" with regards to dogs, means being on public property and not under the actual control of a competent person or being on private property without permission of the person in control of such premises.

G. “Confined” or “Confinement” means a pen or structure that has attached sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground no less than one foot and are so constructed in a manner that prevents escapement.

H. “Restricted dog” means any dog that:

1. With or without provocation seriously bites, attacks, or otherwise inflicts serious physical injury on a human or other domestic animal on public or private property;
2. Has been involved in any incidence of biting, fighting, chasing, or running at large that has caused injury to, or otherwise endangers the life and safety of humans or other domestic animals; or
3. Injures or kills a domestic animal without provocation while off the dog owner’s property.

I. “Dog running at large” means a dog that is unrestrained either by enclosure or other restraint or by leash when off of the owner's property. This definition does not apply to dogs while actively participating in a dog show or trial or while a dog is assisting the visually or physically impaired.

J. “Humane Society” means the Yakima Humane Society and the employees thereof.

K. “Minor physical injury” means an abrasion, bruise, contusion, laceration, scrape, or slight puncture wound that does not require sutures. Minor physical injury may or may not require medical attention.

L. “Nuisance” means any act or failure to perform a duty, which act or failure to act results in annoyance or inconvenience or injures or endangers the comfort, repose, health, or safety of other people or interferes with another person’s use of the property.

M. “Nuisance dog” shall mean any dog which gives offense to human senses or substantially interferes with the enjoyment of life or property. The term shall include, but not be limited to, any dog which:

1. On three (3) separate occasions within a thirty-six (36) month period has been cited or impounded for being a dog running at large.
2. Causes damage to the property of anyone other than its owner or keeper.
3. Harasses or intimidates.
4. Repeatedly chases vehicles that are not on their owner's property.

5. Makes disturbing noises such as barking, howling, whining, or other utterances to the annoyance, disturbance, or discomfort of neighbors or others in the vicinity of the property where the dog is maintained.

6. Has been allowed by its owner or keeper to produce odors that annoy, disturb or cause discomfort to persons in the vicinity of the property where the dog is maintained.

7. Has, when unprovoked, bitten any person who is lawfully on the owner's or keeper's property causing minor injury.

8. Dogs running in packs.

N. "Owner" means any person or legal entity having a property right in a dog or who keeps a dog on premises occupied by that person or who harbors, cares for, has custody of, exercises control over, or knowingly permits any animal to remain on the premises occupied by that person.

O. "Permit" means and includes human conduct that allows, tolerates, or agrees to any conduct or acts concerning any dog owned by that person.

P. "Person" means an individual, natural person, association, firm, partnership, company, corporation, or other legal entity.

Q. "Potentially restricted dog" means any dog that without provocation:

1. Inflicts bites or otherwise causes minor injury to a person or a domestic animal on either public or private property; or

2. That approaches, chases, or threatens a person or a domestic animal on either public or private property in a menacing fashion or displays an apparent attitude of aggression or attack.

R. "Premises" means the area of land to which a person has possession, use and control.

S. "Quarantine area" means any secure area defined by a veterinarian, physician, or public health official where, for a specific period, an animal is to be secured and kept separated from other animals or people.

T. "Restraint" means that a dog shall be deemed to be under restraint if:

1. It is on the property of its owner or keeper and the property is fenced or enclosed in such a manner that the dog cannot leave the property.

2. It is on the property of its owner or another entrusted with its care by the owner and attached to an immovable object by a chain, leash, rope, or other such apparatus, the

length of which cannot permit the animal to leave the limits of the property. The material used must be of sufficient strength to prevent the escape of the animal.

3. It is off the property of the owner or keeper on a leash, rope, or restrained by other such means that it is under the control of a person who is physically able to restrain the animal.

U. "Secure enclosure" means the confinement of a restricted dog or a potentially restricted dog on its owner's premises, either 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 protect the dog from the elements. Such pen, kennel, or structure shall have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than one foot. Any pen, kennel, or structure erected shall comply with all zoning and building regulations of the city. Any pen, kennel, or structure shall be adequately lighted and ventilated and kept in a clean and sanitary condition.

V. "Serious physical injury" means any physical injury that results in broken bones, deep abrasions, severe bruises, contusions, or lacerations requiring sutures.

W. "Tag" means a prenumbered metal or plastic identification license issued by the city to an owner or custodian for a specific dog.

X. "Tattoo" means a predesignated identification number inked into the inside of the ear, lip, or flank of the dog.

W. "Unconfined" means not securely confined indoors or not confined in a securely enclosed and locked pen or structure. Such pen or structure must have attached sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground no less than one foot.

Z. "Unrestrained" means not adequately restrained by an enclosure, leash, tether, or other means by a responsible person with the required strength to do so.

6.05.015 Enforcement agents.

The City Manager has designated the Yakima Humane Society as the animal control authority and may designate other agencies to enforce the provisions of this chapter. The provisions of this chapter shall be enforced by the appropriate administrative, clerical staff, and law enforcement officers of the city and by the animal control officers of the agency designated by the City Manager. Law enforcement officers and animal control officers shall have concurrent jurisdiction to effect such enforcement.

6.05.020 Dog registration, license, and fee – Required.

Every person who resides in the city and is the owner or keeper of any dog older than three months of age and keeps the dog within the city limits shall register and license the dog with the city. The person registering and licensing a dog shall submit to the city or its designee an application provided by the city. No licenses shall be issued for any dog that does not have vaccination records pursuant to Section 6.05.035 TMC. No person in the process of securing such a license shall falsely represent any fact. Dog license fees shall be established by resolution of the city council, as amended from time to time.

6.05.025 Limitation on the number of dogs - Excess dog registration, license, and fee Required.

No person shall keep more than three dogs on any premises in the city without having registered and obtained an “excess dog license” for every additional dog over three dogs. Excess dog license fees shall be established by resolution of the city council, as amended from time to time. This requirement does not apply to a commercial kennel licensed pursuant to Chapter 6.15 TMC.

6.05.030 Dog (license) tag fees - Required.

- A. For each dog for which a license has been issued, the city shall make provisions for the issuance of a metal or plastic tag with a unique numeric identifier and the date of license expiration.
- B. The owner shall provide that the tag is securely affixed to a collar or harness and shall provide that the collar or harness is worn by the dog at all times.
- C. The city shall make provisions for the re-issuance of dog tags that are lost.
- D. The city shall make provisions for the issuance of potentially restricted dog tags.
- E. The city shall make provisions for the issuance of restricted dog tags.
- F. There shall be no fee for the initial dog tag issued with each license. The fee for dog tags shall be established by a resolution of the city council, as amended from time to time.

6.05.035 Rabies – Vaccination and certification required.

As a prerequisite to licensing or licensing renewal, any dog older than three months of age shall be currently vaccinated against the disease of rabies. Proof of vaccination shall be presented at the time of license application or renewal.

6.05.040 Spayed or neutered dogs.

Any owner claiming that a dog has been spayed or neutered shall file with the city a certificate from a licensed veterinarian to that effect.

6.05.045 Dog License term – Late fees.

A. A dog license shall be annual from July 1st until June 30th. Each dog license renewal is due July 1st of each year. Each dog license renewed after July 1st of each year shall be assessed a late fee.

B. A dog shall be licensed within 30 days of acquisition of the dog or within 30 days of the dog owner establishing residency in the city.

C. Dog licenses are not transferable between dogs or owners.

D. Dog license renewal late fees shall be established by resolution of the city council, as amended from time to time.

6.05.050 Dog behaviors and actions are subject to control by the owner or keeper.

A. Pursuant to Section 6.05.055 TMC, any of the following behaviors or actions by a dog may subject the owner or keeper of the dog to a civil infraction or misdemeanor.

1. Level 1 behavior occurs when a dog is continuously or untimely barking, howling, harassing people, chasing vehicles, trespassing on school grounds, or is running at large in any public place or building. Level 1 behavior also includes an owner or keeper allowing a dog to trespass on private property and/or to cause minor property damage, create noxious odors, or cause any other undue annoyance.

2. Level 2 behavior occurs when a dog threatens any person or domestic animal or livestock as defined in Chapter 6.10 TMC. Level 2 behavior also includes two or more instances of Level 1 behavior resulting in a citation or warning being issued to the dog owner or keeper.

3. Level 3 behavior occurs when a dog at large causes minor physical injury to any domestic animal or livestock.

4. Level 4 behavior occurs when a dog, although not at large, causes minor physical injury to any person.

5. Level 5 behavior occurs when a dog, while at large, causes minor physical injury to any person or seriously injures or kills any domestic animal or livestock.

6. Level 6 behavior occurs when a dog:

a. Whether at large or not, causes severe physical injury or death of any person; or

b. Is used as a weapon in the commission of a crime; or

c. Has engaged in Level 4 or 5 behavior more than once that resulted in a citation being issued to the owner or keeper of the dog.

B. It shall be an affirmative defense to any level of behavior described above, except for subsection 6(b) of this section, that the dog was defending against crime or attempted crime against persons or property, which crime involves harm or injury, or the threat of harm or injury, to such persons or property.

6.05.055 Penalties for not controlling dogs.

A. Dogs that exhibit any of the behaviors or actions described in Section 6.05.050 TMC shall be subject to the following consequences and the owner or keeper of said dog shall be subject to the following penalties.

1. Dogs that have exhibited Level 1 behavior are declared a nuisance and are subject to impoundment. Pursuant to Chapter 2.90 TMC the city's law enforcement or animal control officers may issue a citation or prescribe other abatement orders to the dog's owner or keeper.
2. Dogs that have exhibited Level 2 behavior are declared a nuisance and are subject to impoundment. Such dogs shall be physically restrained in a manner that prevents the dog from reaching any public sidewalk or adjoining property. Such dogs shall be confined within a secure enclosure whenever the dog is not on a chain, leash, or inside the home of the owner. Such dogs must be located so as not to interfere with the public's legal access to the dog owner's property, and the dog owner shall conspicuously post warning signs, which must be approved by the city, on the property where the dog is kept. Whenever that dog is outside the dog owner's home it must be on a chain, leash, or other similar restraint under the actual control of a person. Also, the city may require the dog owner to obtain and maintain proof of public liability insurance. Pursuant to Chapter 2.90 TMC the city's law enforcement or animal control officers may issue a citation or prescribe other abatement orders to the dog's owner or keeper.
3. Dogs that have exhibited Level 3 or 4 behavior are considered potentially restricted dogs. The owner or keeper of a dog that has exhibited Level 3 or 4 behavior shall be guilty of a misdemeanor and upon conviction, shall be punished in accord with the provisions of Chapter 9.05 TMC. The dog shall be confined within a secure enclosure whenever the dog is not on a chain or other similar restraint or inside the home of the owner or keeper. The secure enclosure must be located so as not to interfere with the public's legal access to the dog owner's property, and the dog owner shall conspicuously post warning signs, which must be approved by the city, on the property where the dog is kept. The owner or keeper shall not permit the dog to go off the premises unless such dog is securely leashed, restrained, and muzzled. The owner of the dog shall register and license the dog as a potentially restricted dog. The owner or keeper of the dog shall provide that the potentially restricted dog tag issued by the city is securely affixed to a collar or harness and shall provide that the collar or harness is worn by the dog at all times.
4. Dogs that have exhibited Level 5 behavior are considered restricted dogs. The owner or keeper of a dog that has exhibited Level 5 behavior shall be guilty of a gross

misdemeanor and upon conviction, shall be punished in accord with the provisions of Chapter 9.05 TMC. The dog shall be confined within a secure enclosure whenever the dog is not on a chain or other similar restraint inside the home of the owner or the keeper. The secure enclosure must be located so as not to interfere with the public's legal access to the dog owner's property, and the dog owner or keeper shall conspicuously post warning signs, which must be approved by the City, on the property where the dog is kept. The owner or keeper of the dog shall register and license the dog as a restricted dog. The owner of the dog shall provide that the restricted dog tag issued by the city is securely affixed to a collar or harness and shall provide that the collar or harness is worn by the dog at all times. Pursuant to RCW 16.08.080 the city shall require the dog owner to obtain a surety bond for \$250,000 and maintain proof of public liability insurance of \$250,000.00. The dog owner shall not permit the dog to be off the dog owner's property unless the dog is under the physical restraint of the responsible person. The city's animal control officer may issue a citation, impound the dog or prescribe other abatement orders to the dog owner or keeper.

5. Dogs that have exhibited Level 6 behavior shall be subject to euthanization upon compliance with procedures of the State Department of Health and other agencies with jurisdiction. The owner or keeper of a dog that has exhibited Level 6 behavior shall be guilty of a gross misdemeanor and upon conviction, shall be punished in accord with the provisions of Chapter 9.05 TMC.

6.05.060 Penalties - General.

A. Failure to perform any act required by this chapter, or the performance of any act prohibited by this chapter, which is not punishable under Section 6.05.055 TMC is an infraction punishable as set forth in Chapter 2.90 TMC.

B. If the court shall find that any person has committed two prior infractions and has committed a third or subsequent violation, said person shall be guilty of a misdemeanor punishable as set forth in Chapter 9.05 TMC.

6.05.065 Dogs in heat – Confinement required.

Every dog in heat shall be confined in a building or secure enclosure by the owner, in such a manner to prevent unplanned breeding.

6.05.070 Impoundment.

A. Any dog subject to impoundment is subject to the provisions of Sections 6.10.065 through 6.10.080 TMC.

B. Any dog which bites a person shall be impounded and quarantined pursuant to Section 6.10.040 TMC.

6.05.075 Dogs suspected of having rabies.

Any dog suspected of having rabies is subject to the provisions of Section 6.10.045 TMC.

Chapter 6.10 ANIMALS

Sections

6.10.010 Definitions.

6.10.015 Enforcement agents.

6.10.020 Keeping of animals within city prohibited – Exceptions and conditions.

6.10.025 Cats in heat – Confinement required.

6.10.030 Cats at large – Subject to impoundment.

6.10.035 Slaughtering prohibited – Butchering restricted.

6.10.040 Quarantine required when.

6.10.045 Suspected rabies infection – Killing prohibited when.

6.10.050 Humane treatment required.

6.10.055 Animal fighting is prohibited

6.10.060 Transporting or confining in an unsafe manner – Penalty.

6.10.065 Impoundment – Required when – Disposition of animals.

6.10.070 Impoundment – Notice.

6.10.075 Impoundment - At large animals returned to the owner when.

6.10.080 Impounded animal – Redemption.

6.10.085 Animal waste—Removal required.

6.10.010 Definitions.

In addition to the definitions in Section 6.05.010 TMC, the following definitions also apply to this chapter.

A. “Animal” means any animal defined in this chapter as a domestic animal, livestock, poultry, or wildlife.

B. “Animal shelter” means any premises designated by the City Manager to impound and care for animals held under the authority of this chapter.

C. “Domestic animals” include birds, cats, dogs, and other animals or reptiles raised and/or maintained in confinement that are generally kept for companionship or service to the owner, except livestock and poultry as defined in this chapter.

D. “Livestock” means any farm animal, including cattle, donkeys, goats, horses, mules, miniature, potbelly and standard pigs, rabbits, sheep, and any hooved or cloven-footed animals generally kept for draft, exhibiting, food or pleasure.

E. “Nuisance animal means” any domestic animal that:

1. Is found running at large;
2. Chases or bites a person or another domestic animal;
3. Chases any motorized or human-powered vehicle;
4. Creates noxious or offensive odors and thereby creates unreasonable annoyance or discomfort to neighbors or others nearby;
5. Creates untimely, excessive, or constant noise that thereby creates unreasonable annoyance or disturbance to neighbors or others nearby;
6. Damages, soils, defiles, or defecates on property other than its owner;
7. Causes unsanitary conditions, offensive odors or creates a danger to the public health, safety, or welfare by virtue of its confinement;
8. Is any dog or cat not under restraint in a public place; or
9. Is in heat and is not confined to prevent attraction or contact with other animals to prevent unplanned breeding.

G. "Poultry" includes chickens, domestic quail, ducks, geese, pheasants, peafowl, guinea fowl, turkeys, wild-fowl, or any other bird used for exhibiting, food or sport.

H. "Wildlife" means any animal, amphibian, bird, fish, or reptile generally considered to not be domesticated and any animal, bird, or reptile not defined in this chapter as a domestic animal, livestock, or poultry.

I. "Veterinary hospital" means any establishment maintained and operated by a licensed veterinarian for the diagnosis and treatment of diseases and injuries of animals.

6.10.015 Enforcement agents.

The City Manager has designated the Yakima Humane Society as the animal control authority and may designate other agencies to enforce the provisions of this chapter. The provisions of this chapter shall be enforced by the appropriate administrative, clerical staff, and law enforcement officers of the city and by the animal control officers of the agency designated by the City Manager. Law enforcement officers and animal control officers shall have concurrent jurisdiction to effect such enforcement.

6.10.020 Keeping of animals within city prohibited – Exceptions and conditions.

A. Except as hereafter provided, it is unlawful for any person to keep or permit to be kept livestock, poultry, or wildlife within the city limits.

B. Horses and mules owned by a trolley operator who is duly licensed as required under TMC Title 5, Business Licenses and Regulations, may be continuously kept in the city within a B2, M1, or M2 zone, as defined by the official zoning map of the city, during the period from April 1st through October 31st of each year, or such greater term as the city council shall permit, upon application made and good cause is shown, on condition that the trolley operator shall maintain compliance with the rules and regulations of the State Board of Health on the keeping of animals, the disposal of dead animals, and the accumulation and disposal of manure and urine, as set forth in Chapter 248-50 WAC.

C. Nothing herein shall be deemed to restrict or prohibit the temporary and duly licensed operation of an entertainment event within the city, such as a rodeo, circus, carnival, fair, livestock show, or similar event involving livestock or other animals. Nor shall a duly licensed livestock sales business be prohibited or restricted by this section.

D. It is unlawful for any person to keep any domestic animal without providing humane care and veterinary care when required to prevent the spread of disease or the untreated suffering of any animal.

E. It is unlawful for any person to keep a domestic animal in such a manner that gives offense to human senses or substantially interferes with the rights of persons, other than its owner or keeper, to the enjoyment of life or property.

F. No more than 20 head of cattle and/or 10 horses may be kept at any one time on pastures situated upon the property within the city that is known as the Rodeo Grounds, owned by the Toppenish Rodeo and Livestock Association, located in the 600 block of South Division Street.

6.10.025 Cats in heat – Confinement required.

Every cat in heat shall be confined in a building or secure enclosure by the owner, in such a manner to prohibit unplanned breeding.

6.10.030 Cats at large – Subject to impoundment.

Cats at large may be considered feral cats and are subject to impoundment by the city's animal control officer.

6.10.035 Slaughtering prohibited – Butchering restricted.

A. No person or firm except a licensed commercial slaughterhouse shall slaughter or dress any animal, fish, or fowl within the city at any time; provided, that any wild animals, fish, and fowl legally taken for sport and not to be sold may be dressed in an enclosed area in such a manner to eliminate any potential for public viewing.

B. Except for licensed commercial butcher shops, lockers, or food stores, the butchering of animals or animal parts shall be conducted in an enclosed area in such a manner to eliminate any potential for public viewing.

C. No person shall slaughter, dress or butcher as permitted by this section without disposing of all animal waste in a sanitary manner, as provided in Chapter 8.10 TMC.

6.10.040 Quarantine required when.

Any domestic animal that bites a person shall be quarantined for 10 days if ordered by the public health official in charge. During quarantine, the animal shall be securely confined and kept away from contact with any other animal. At the discretion of the public health official in charge, the quarantine may be on the premises of the owner. If the public health official in charge requires other confinement, the owner shall surrender the animal for the quarantine period to an animal shelter or shall, at his own expense, place it in a veterinary hospital.

6.10.045 Suspected rabies infection – Killing prohibited when.

Any domestic animal that is suspected of having rabies shall be subject to quarantine. No duly authorized officer or other person shall unnecessarily kill or cause to be killed any domestic animal suspected of being rabid, except after the animal has been placed in quarantine and the diagnosis of rabies has been made by a licensed veterinarian. If a veterinarian diagnoses rabies in a domestic animal in quarantine, then the animal shall be humanely killed and the head shall be sent to a laboratory for pathological examination and confirmation of the diagnosis.

6.10.050 Humane treatment required.

A. Pursuant to Chapter 16.52 RCW, every animal owner shall prevent cruelty to animals. No owner shall fail to provide animals with sufficient and wholesome food, water, proper shelter, protection from the weather, and adequate veterinary care. Every animal owner shall provide humane care and treatment to prevent animal suffering. No person shall cruelly beat, burn, ill-treat, maim, torture, torment, overload, overwork, poison, or otherwise abuse any animal. No owner shall abandon an animal.

B. Animals found to be inhumanely treated are subject to impoundment.

6.10.055 Animal fighting is prohibited.

It shall be unlawful to cause or permit any bullfight, cockfight, dog fight, or other combat between animals or between animals and humans. Pursuant to RCW 16.10.010(4) any person entering a dog in a dog fight is guilty of a class C felony punishable in accordance with RCW 9A.20.021.

6.10.060 Transporting or confining in an unsafe manner – Penalty.

Any person who willfully transports or confines or causes to be transported or confined any domestic animal(s) in a manner, posture, or confinement that will jeopardize the safety of the animal or the public shall be guilty of a misdemeanor. Whenever any such person shall be taken into custody or be subject to arrest pursuant to a valid warrant therefor by any officer, such officer or other appointed authority may take charge of the animal(s) and may arrange for impoundment.

6.10.065 Impoundment – Required when – Disposition of animals.

A. All sick or injured animals shall be impounded when not in the owner’s possession and may be humanely destroyed at any time after impounding at the discretion of the impounding officer.

B. All other impounded animals shall be kept pursuant to the Yakima Humane Society’s rules and procedures.

6.10.070 Impoundment – Notice.

A. The impounding officer shall notify the animal’s owner, if known, of the impoundment of such animal, the terms and time frame upon which the animal can be released, and the consequences of failure to appear for the release of the animal.

B. If the animal’s owner is unknown to the impounding officer and cannot be readily determined, the animal shall be kept pursuant to the Yakima Humane Society’s rules and procedures.

6.10.075 Impoundment - At large animals returned to the owner when.

If an animal subject to impound is found at large and its owner can be identified and located, such animal need not be impounded but may, instead, be returned to the owner. The impounding officer may issue a citation pursuant to Chapter 2.90 TMC.

6.10.080 Impounded animal – Redemption.

A. Any dog licensed for the current year that is impounded may be redeemed by the owner pursuant to the Yakima Humane Society’s rules and procedures.

B. Any dog not licensed for the current year that is impounded may be redeemed by the owner pursuant to the Yakima Humane Society’s rules and procedures, and after obtaining a license from the city for the current year.

C. Any impounded dog with a microchip and identicode number shall be kept pursuant to the Yakima Humane Society’s rules and procedures.

D. Any impounded dog without a microchip and identicode number may be redeemed by the owner pursuant to the Yakima Humane Society’s rules and procedures, and after having the dog microchipped at the owner’s expense.

E. Any animal other than a dog that is impounded may be redeemed by the owner pursuant to the Yakima Humane Society’s rules and procedures.

6.10.085 Animal waste—Removal required.

A. It shall be unlawful for any person to:

1. Allow animal feces to accumulate in any open private area, run, pen, shelter, or yard where animals are harbored, kept, or maintained, or fail to remove and properly dispose of animal feces from such areas at least once every twenty-four hours, to prevent polluted

drainage waters from entering the surface or stormwater system of the city. A person who violates this provision shall be guilty of a misdemeanor.

2. Fail to remove fecal matter deposited by an animal under his or her ownership or control on public property or the private property of another before leaving the immediate area where the fecal matter was deposited.

3. Fail to have in his or her immediate possession an appropriately sized bag, or other proper means of disposal, to be used for the removal of animal feces when accompanying an animal on public property or private property of another.

B. Violation of the provisions listed in subsections A(2) and A(3) of this section will subject the offender to a civil penalty pursuant to Chapter 2.90 TMC.

Chapter 6.15 COMMERCIAL KENNELS

Sections

6.15.010 Definitions

6.15.015 Enforcement agents.

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6.15.030 Commercial kennel license term and fee schedule.

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6.15.070 Vaccination is required.

6.15.010 Definitions

In addition to the definitions in Section 6.05.010 TMC, the following definitions also apply to this chapter.

A. “Kennel” means any buildings, animal runs, enclosures, and/or any other facilities used for the keeping or housing of dogs over three months of age, sufficient to secure the dogs on the premises.

B. “Commercial kennel” means the business, whether for profit or not, of boarding, breeding, letting for hire, selling, bartering, or giving away dogs. For this chapter, a person selling more

than two litters of offspring produced by one or more dogs on an annual basis shall be construed as a commercial kennel. This definition excludes an individual who owns multiple dogs for personal pleasure.

6.15.015 Enforcement agents.

The City Manager has designated the Yakima Humane Society as the animal control authority and may designate other agencies to enforce the provisions of this chapter. The provisions of this chapter shall be enforced by the appropriate administrative, clerical staff and law enforcement officers of the city and by the animal control officers of the agency designated by the City Manager. Law enforcement officers and animal control officers shall have concurrent jurisdiction to effect such enforcement.

6.15.020 Commercial kennel license – Requirements.

It is unlawful for any person to own, maintain or operate a commercial kennel unless such person has obtained the applicable license as provided hereinafter.

6.15.025 Commercial kennel license – Application.

A person may apply for a commercial kennel license by completing and submitting an application form provided by the city.

6.15.030 Commercial kennel license term and fee schedule.

A. A commercial kennel license shall be annual from January 1 until December 31 each year. Each kennel license renewal is due January 1st of each year. Each kennel license renewed after January 31st of each year shall be assessed a late fee. Kennel license fees shall be established by resolution of the city council, as amended from time to time.

B. Commercial kennel licenses are not transferable between owners.

C. The commercial kennel license required by this Chapter is in addition to the business license required under Title 5 TMC.

6.15.035 Commercial kennel construction and inspection standards.

A. All commercial kennels shall adhere to the construction and inspection standards enumerated in this section.

1. All facilities shall be so constructed and maintained to provide comfort and safety for animals. All areas of the premises shall be maintained in a clean and orderly condition, free of objectionable odors. All facilities shall comply with applicable state and municipal laws, ordinances, and regulations.

2. Adequate heating and cooling shall be provided for the comfort of the animals, and the facility shall have sufficient ventilation in all areas. Kennels and animal shelters must provide for a minimum of three air changes per hour.

3. Proper lighting shall be provided in all rooms utilized for the care and confinement of animals. Outside lighting shall be adequate to identify the building and to assist the animal caregivers and clients.

4. Potable water shall be provided at all times. The water source shall be fresh and free of contaminants or harmful substances.

5. Any equipment, instruments, or facilities used in the confinement and treatment of animals shall be clean and sanitary at all times to protect against the spread of diseases, parasites, and infection.

6. Covered waste containers, impermeable by water, shall be used for the removal and disposal of animal and food wastes, bedding, animal tissues, debris, and other waste. Disposal facilities shall be so operated as to minimize insect or other vermin infestation, and to prevent odor and disease hazards or other nuisance conditions.

7. Any facility confining animals shall have individual cages, pens, exercise areas, or stalls to confine said animals in a comfortable, sanitary, and safe manner.

8. All runs and exercise pens shall be of adequate size to allow comfort and exercise. Runs and exercise pens shall provide and allow effective separation of adjacent animals and their waste products and shall be constructed in such a manner as to protect against escape or injury. Floors of runs shall be of impervious material.

B. The facility shall use refrigeration and employ a procedure for the prompt, sanitary, and aesthetic disposal of dead animals which complies with all applicable state, county, and municipal laws, ordinances, and regulations.

6.15.040 Commercial kennel license – Inspection of facilities.

A. Upon application for a commercial kennel license, the city shall cause an inspection of the subject facilities to occur to determine if they may be properly licensed. The Yakima Humane Society is hereby authorized to conduct commercial kennel inspections on behalf of the city.

B. The commercial kennel facilities shall be subject to an annual inspection by the city animal control officer during normal business hours.

6.15.045 Commercial kennel license – Display.

The license issued for a commercial kennel shall be posted in a conspicuous place upon the premises where such kennel is located.

6.15.050 Commercial kennel occupancy restrictions.

A. Individual dogs kept in a commercial kennel for 30 days or less are exempt from the licensing requirements in Section 6.05.020 TMC.

B. Individual dogs kept in a kennel for more than 30 days shall be licensed pursuant to Section 6.05.020 TMC.

6.15.055 Humane condition requirements for commercial kennels.

Pursuant to Chapter 16.52 RCW, the owner of a commercial kennel shall maintain humane and sanitary conditions.

6.15.060 Commercial kennel license – Revocation, denial, or refusal to renew.

A license for any commercial kennel may be revoked, denied, or not renewed for failure to comply with the provisions of this chapter, and such action by the city shall be final and conclusive unless within 20 days of written notification thereof an appeal is received by the city.

6.15.065 Commercial kennel license – Records required.

Each commercial kennel shall prepare, maintain and make available to the city a current record of all dogs auctioned off, sold, let, or otherwise disposed of, proof of vaccination, and a current record of all dogs born within such facility or acquired from other sources. Such records shall include the origin, the age and type of dog, and the name and address of the transferee or transferor. A commercial kennel shall have available for inspection at any time all required records, tags or tattoos, or microchip numbers for each dog.

6.15.070 Vaccination is required.

Each commercial kennel owner shall cause or otherwise require each dog over three months of age to be boarded, given away, owned, or sold by it, to receive a current and proper rabies vaccination. Rabies vaccination records shall be kept and made available upon request.

Section 3 Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this chapter.

Section 4. This ordinance shall become effective five (5) days after publication thereof.

PASSED by the Toppenish City Council at its regular meeting held on February 14, 2022.

ELPIDIA SAAVERDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM

GARY M. CULLIER, City Attorney

Dog License Fees and Charges					
TMC		Current		Proposed	
	Number of Dogs	Unalterd	Alterd	Unalterd	Alterd
6.05.020	No Limit	\$30.00	\$15.00		
6.05.020	1-3 (<i>per dog</i>)			\$30.00	\$15.00
6.05.025	4-6 (<i>per dog</i>)			\$50.00	\$25.00
	7 or more (<i>per dog</i>)			\$70.00	\$35.00
6.05.055 A 3	Potentially restricted (dangerious) dog registration fee (in addition to license fee)			\$100.00	
6.05.055 A 4	Restricted (dangerious dog) registration (in addition to license fee)			\$250.00	
6.05.045 A	Late fee (<i>per dog</i>)	\$10.00		\$10.00	
6.05.030 F	Replacement tag	\$5.00		\$5.00	
6.15.030	Annual Commerical Kennel Inspection Fee			\$250.00	