



# City of Winlock

323 N.E. First Street/PO Box 777  
Winlock, WA. 98596-0777  
(360) 785-3811 Ext. 213 fax (360-785-4378  
Winplan@cityofwinlock.com

## Community Development Agenda Items:

Date: 3-11-2024

To: Mayor, and City Council

From: Robert Webster  
Community Development Director  
City of Winlock

Subject: Ordinance Grain Size Analysis, Resolution or Ordinance for Storage Facility  
Moratorium.

- ✓ 1. **GRAIN SIZE ANALYSIS** - We need to pass an ordinance that allows the building department and our consultant engineers the authority to not allow the Grain Size Analysis that is put forth in the 2019 Storm Water Maintenance Manual for Western Washington (SWMMWW) for the building of Retention, Detention or Sediment Ponds.  
The area around and in Winlock has a very heavy Clay and around 90% of the time have little or no infiltration. The best practice is to require developers to actually go out and dig infiltration holes which is in the 2019 Storm Water Manual for Western Washington (SWMMWW).
2. **STORAGE DEVELOPMENT MORATORIUM** - We now have Three (3) new storage developments within a one (1) mile radius, and I have been contacted by more developers who are now wanting to build storage sheds. Storage sheds take up prime commercial property and really give nothing back to the community as a whole. I would like to see us put a Moratorium on storage sheds for at least six (6) months to a year, and then revisit it. I believe we can only go six (6) months at a time, but I will defer to Marissa on the time frame we can apply.

If you have any questions or concerns, please feel free to contact me anytime.

Robert

Robert Webster  
Community Development Director/  
Building Inspector  
[winplan@cityofwinlock.com](mailto:winplan@cityofwinlock.com)  
360-520-5028

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**CITY OF WINLOCK, WASHINGTON**  
**ORDINANCE NO. 1152**

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, CREATING A NEW MUNICIPAL CODE TITLE 6; REPEALING TITLE 6 WMC; REPEALING SECTIONS OF ORDINANCE NO. 931 AS NECESSARY; REPEALING ORDINANCE NOS. 10, 35, 918; CREATING NEW PROVISIONS REGARDING ANIMALS; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

**RECITALS:**

WHEREAS, the City of Winlock, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, Title 16 RCW includes state regulations related to animals and livestock, including stock restricted areas, reporting of animal diseases, and dangerous wild animals; and

WHEREAS, Chapter 16.08 contains statutes that relate specifically to a municipality’s ability to regulate dangerous dogs; and

WHEREAS, RCW 16.08.070(1) defines a “potentially dangerous dog” while subsection (2) defines a “dangerous dog”; and

WHEREAS, RCW 16.08.080 sets forth the basic procedures that cities must follow when dealing with dangerous dogs and places significant responsibilities on the owner of a dangerous dog;

WHEREAS, the City can impose more restrictive conditions on owners of dangerous animals, and may totally ban dangerous dogs from their jurisdiction; and

WHEREAS, RCW 16.08.090(2) authorizes the City to regulate potentially dangerous dogs and state law does not limit those regulations; and

WHEREAS, Chapter 16.30 contains statutes that relate specifically to the City's ability to identify and regulate wild animals; and

WHEREAS, RCW 16.30.010 defines "potentially dangerous wild animals"; and

WHEREAS, RCW 16.30.050 provides for adoption of City ordinances governing potentially dangerous wild animals that is more restrictive than Ch. 16.30 RCW, however, the City is not required to adopt an ordinance to be in compliance with said chapter; and

WHEREAS, the slaughter of animals is controlled by the state by statute (Ch. 16.50 RCW) and through Department of Agriculture regulations (Ch. 16-24 WAC); and

WHEREAS, RCW 16.36.102 includes regulations and the duty to bury carcass of diseased livestock and when dead livestock presumed diseased; and

WHEREAS, Ch. 16.68 RCW and WAC 246-203-121 address the disposal of dead animals; and

WHEREAS, RCW 16.54.010 defines when an animal is considered abandoned; and

WHEREAS, animal noise ordinance provisions require adequate notice and uniform enforcement, see *Spokane v. Fischer*, 110 Wn.2d 541 (1988); and

WHEREAS, WAC 246-100-197 addresses rabies and measures to prevent human disease; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Ordinance No. 931, as codified at Title 6 of the Winlock Municipal Code, was enacted on December 21, 2007; and

WHEREAS, the Council desires to create a new Title 6 WMC as set forth herein.

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

**Section 1.** Title 6 of the Winlock Municipal Code, as last amended by Ordinance 931, is hereby amended to read as follows:

**Title 6**  
**ANIMALS**

- Chapter 6.05 ANIMAL CONTROL – GENERAL PROVISIONS
- Chapter 6.10 LICENSING
- Chapter 6.15 POTENTIALLY DANGEROUS / DANGEROUS ANIMALS
- Chapter 6.20 LIVESTOCK
- Chapter 6.25 WILDLIFE AND EXOTIC ANIMALS
- Chapter 6.30 ANIMAL CRUELTY
- Chapter 6.35 BEEKEEPING/APIARIES
- Chapter 6.40 ENFORCEMENT

**Chapter 6.05**  
**ANIMAL CONTROL – GENERAL PROVISIONS**

**6.05.010 Title, Purpose, and Scope.**

- A. This title shall be known as the animal control regulations and may be referred to as such.
- B. The purpose of this title is to:
  - 1. Minimize the potential hazards to the physical health of Winlock citizens caused by animals;
  - 2. Prevent the cruel or inhumane treatment of animals;
  - 3. Cause the persons responsible for owning, keeping, or maintaining animals to exercise proper care and treatment of such animals; and
  - 4. Provide a means to eliminate animals which may be a threat to society, and remove animals from a cruel or inhumane environment.
- C. The provisions of this title shall apply to every domestic animal, livestock animal, and exotic animal located within Winlock, whether or not such animal is owned, kept, or maintained within the City, except as specified in WMC 6.05.060.

**6.05.020 Disclaimer of Liability.**

It shall be the responsibility of every person owning, keeping, and/or maintaining any animal within the City to comply with the requirements of this title. Any decision made or action performed by any police officer, animal control officer or administrative officer in exercising authority in the normal course of their employment under this title, and/or the licensing of any animal by the City, shall not constitute or create any liability whatsoever, nor shall any such activity create any cause of action against the City, or any official or employee thereof, for any direct or consequential damage that may result from such activity. No action or inaction by any citizen relating to the owning, keeping, or maintaining of any animal shall create a cause of action or liability against the City.

**6.05.030 Animal control authority.**

- A. The chief of police is the animal control authority and is responsible for the enforcement of the provisions of this title and the enforcement of Lewis County and Washington State laws that pertain to animal control.
- B. The chief of police will appoint any police officer or reserve officer as an animal control officer who will be responsible for aiding in the enforcement of this chapter or any Lewis County or Washington State law relating to the licensing of animals, control of animals, or seizure and impoundment of animals. Animal control officer will also include city of Winlock code enforcement officer, or other employee whose duties in whole or part include assignments in Winlock that involve the seizure and impoundment of animals.

**6.05.040 Adoption by Reference.**

The following statutes as now in force or hereafter amended, added to, or deleted from are incorporated in this title by reference:

- A. WAC 246-100-191
- B. WAC 246-100-192
- C. WAC 246-100-197
- D. Title 16 RCW, provided, that any provision of Title 16 RCW dealing solely and exclusively with the investigation, prosecution, or sentencing of a felony crime is not adopted herein.

**6.05.050      Definitions.**

A. As used in this title:

1. "Abandon" means the deliberate act of leaving an animal:
  - a. Unattended, without food, water, or care for 24 hours or more; or
  - b. In a situation where the conditions present an immediate, direct, and serious threat to the life, safety, or health of the animal; or
  - c. In the custody of the City after a required holding period without an approved disposition of the animal; or
  - d. As otherwise defined by law.
2. "Animal control officer" means a code enforcement officer or other authorized individual pursuant to WMC 6.05.030 when providing services or enforcement relating to animals.
3. "Animal waste" means:
  - a. The remains of any animal that has died and begun decomposition (carcass); or
  - b. Fecal matter deposited on any surface by any animal (feces).
4. "Animal, dangerous" means any animal that:
  - a. Inflicts severe injury or multiple bites on a human being without provocation on public or private property; or
  - b. Kills a domestic animal or livestock while off the owner's property; or
  - c. Has been previously declared potentially dangerous, and subsequently bites, attacks, or endangers the safety of humans or other animals.
5. "Animal, domestic" means any/all of the following:
  - a. Dog (canine) having no genetic portion of exotic animal;
  - b. Cat (feline) having no genetic portion of exotic animal;
  - c. Potbellied pig when housed within the residence of the owner;
  - d. Any animal certified by an approved training facility to perform assistance to a disabled person when housed within the residence of such person;
  - e. A bird, such as a canary, parakeet, cockatiel, cockatoo, parrot, and similar bird which is capable of surviving in a caged environment within a residential structure, and is so caged;
  - f. Rabbit or hare when housed within the residence of its owner;
  - g. Carrier pigeon;
  - h. Hamster, gerbil, white mouse, and other rodent which does not carry any disease.
6. "Animal, exotic" means any/all of the following when owned, maintained, or kept by any person:
  - a. Wolf hybrid (any animal having any genetic portion of wolf);
  - b. Any canine other than a domestic dog which is capable of maintaining its normal lifestyle and procreating in a caged environment;

- c. Any feline other than a domestic cat which is capable of maintaining its normal lifestyle and procreating in a caged environment;
  - d. Any domestic bird which is not kept within a cage;
  - e. Any snake, lizard, or other reptile;
  - f. Any nonhuman primate or prosimian;
  - g. Any bear;
  - h. Any crocodilia, including, without limitation, crocodiles, alligators, caimans, or gavials;
  - i. Any shark, barracuda, piranha, stingray, jellyfish, and similar fish capable of injuring a human;
  - j. Any spider, tarantula, or other arachnid;
  - k. Any bee, hornet, wasp, or other similar insect capable of injuring a human, not including honeybees allowed pursuant to Chapter 6.35 WMC;
  - l. Any turtle or tortoise;
  - m. Any ferret or other weasel or similar mammal;
  - n. Any other hybrid animal or wildlife, other than a domestic animal, which is secured, kept, and/or maintained within a residential structure or premises.
7. "Animal, livestock" means any/all of the following:
- a. Cow, bovine;
  - b. Bison;
  - c. Horse, mule, donkey, burro, and other horse hybrid;
  - d. Sheep, goat, and ram;
  - e. Pig, hog, and swine;
  - f. Rabbit and hare when not housed within the residence of its owner;
  - g. Ostrich, emu, ratites, and similar fowl;
  - h. Llama, Alpaca;
  - i. Chicken, hen, rooster, duck, goose, swan, and similar poultry;
  - j. Waterfowl;
  - k. Game birds;
  - l. Other cloven-hoofed animal;
  - m. Domestic or exotic animal when bred and/or sold for commercial purposes;
  - n. Other species so designated by federal, state, or local law.
8. "Animal, potentially dangerous" means any animal that:
- a. When unprovoked, inflicts bites on a human or a domestic animal either on public or private property; or
  - b. When unprovoked, chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of aggression or attack, or any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to cause injury or otherwise to threaten the safety of humans or domestic animals; or
  - c. Is a breed or type with a propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals, and has exhibited such behavior in any degree or fashion, excepting domestic dogs; or

- d. Has any portion of its genetic makeup consisting of wolf or wolf-hybrid.
9. "Animal, wildlife" means any animal which is not domestic, exotic, or livestock, or which is otherwise defined by local, state, or federal law.
  10. "At large" means any animal off the property of an owner or custodian, and not properly confined by a tether, pen, enclosed structure, fenced area, or on a leash eight feet or shorter and under the direct physical control of the owner or custodian. This does not include an animal in an approved obedience school, on a field training exercise under the direct control of a handler, or an animal within a vehicle.
  11. "City" means the City of Winlock.
  12. "Code enforcement officer" means a City employee appointed pursuant to Chapter 1.20 WMC to administer and enforce the provisions of this title.
  13. "Confine" means to prevent an animal from access to other than a designated area by means of an enclosure.
  14. "Cruelty" means any act by any person, other than a licensed veterinarian while practicing medicine, whether deliberate or negligent, which can cause pain, suffering, fear, illness, agitation, anger, discomfort, or death to any animal.
  15. "Custodian" means a person possessing an animal and responsible for its care and maintenance as an agent for the owner.
  16. "Department" means the department of community development of the City.
  17. "Detain" means to prevent an animal from access to other than a designated area by means other than an enclosure.
  18. "Director" means the director of the department of community development of the City, the City's Chief of Police, a designee, or an authorized representative.
  19. "Dispose of" means to:
    - a. Euthanize an animal by a lethal dose of sodium phenobarbital or a similar approved substance;
    - b. Deposit any animal waste into an approved trash receptacle.
  20. "Disposition" means an agreed and approved course of events providing for the release of an animal from the custody or control of the City.
  21. "Dog, attack" means any dog (canine) not owned by a government agency, which has been trained and is used for the purpose of exhibiting hostile and aggressive behavior, or which will attack and/or bite on signal or command.
  22. "Dog, dangerous" means a canine which is a dangerous animal.
  23. "Dog, guard" means any canine not owned by a government agency which has been trained and is used for the purpose of protecting persons or property by exhibiting hostile and aggressive behavior.
  24. "Dog, potentially dangerous" means a canine which is a potentially dangerous animal.
  25. "Enclosure, dangerous animal" or "proper enclosure of a dangerous animal" means, while on the owner's property, a dangerous animal shall be securely confined indoors or in a securely locked pen or structure, suitable to prevent the entry of children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and bottom, and shall also provide protection from the elements for the animal.



26. "Enclosure, estrus" means a fenced yard or structure suitable to prevent the animal from escaping, and prevent uncontrolled access by other animals to the yard or structure.
27. "Enclosure, potentially dangerous animal" means a locked pen or structure, suitable to prevent the entry of children and designed to prevent the animal from escaping; such pen or structure having secure sides and top, and providing protection from the elements.
28. "Excessive temperature" means ambient air temperature at the location of an animal which is less than 40 degrees Fahrenheit or more than 90 degrees Fahrenheit.
29. "Harbor" means to allow any animal which is not owned to remain, be lodged, fed, or sheltered on property one owns, occupies, or controls, for more than 24 hours.
30. "Holding period" means either:
  - a. Three (3) business days commencing at the close of regular business on the day of impoundment of any animal; or
  - b. Ten (10) calendar days for any quarantined animal.
31. "Injury to animal" means:
  - a. Any physical act or failure to act by a human which causes or results in an animal experiencing any pain, broken bones, laceration, abrasion, contusion, fear, agitation, anger, internal trauma, damaged organs, chemical trauma, respiratory trauma, or any other effect which is detrimental to its well-being;
  - b. Any action of an animal, which could have reasonably been prevented by its owner or custodian, that results in an injury to itself.
32. "Injury to human" means:
  - a. Any action of any animal, including, but not limited to, biting which causes a laceration, abrasion, contusion, or puncture wound of the skin of a human which requires professional medical intervention to mitigate the effect of the injury, or contacts a human with sufficient force to cause the human to lose their balance or fall, whether or not any bones are broken;
  - b. Conveyance of any disease to a human by any animal by any means.
33. "Injury, severe" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.
34. "Keep" means to allow any animal which is owned to remain, be lodged, fed, or sheltered on property one owns, occupies, or controls, for more than 24 hours.
35. "License" means the metal or plastic identification tag issued for an animal by the City.
36. "Maintain" means to provide proper food, protection, lodging, and/or medical attention to an animal.
37. "Minimum care" means care sufficient to preserve the physical and mental health and well-being of an animal and includes, but is not limited to, the following requirements:
  - a. Food of sufficient nutrition, quantity, and quality to allow for normal growth or maintenance of healthy body weight;
  - b. Open or adequate access to potable water of a drinkable temperature in sufficient quantity to satisfy the animal's needs;
  - c. Shelter sufficient to protect the animal from wind, rain, snow, sun, or other environmental or weather conditions based on the animal's species, age, or physical condition;

- d. Veterinary or other care as may be deemed necessary by a reasonably prudent person to prevent or relieve in a timely manner distress from injury, neglect, or physical infirmity; and
  - e. Continuous access to an area:
    - i. With adequate space for exercise necessary for the physical and mental health and well-being of the animal. Inadequate space may be indicated by evidence of debility, stress, or abnormal behavior patterns;
    - ii. With temperature and ventilation suitable for the health and well-being of the animal based on the animal's species, age, or physical condition;
    - iii. With regular diurnal lighting cycles of either natural or artificial light; and
    - iv. Kept reasonably clean and free from excess waste, garbage, noxious odors, or other contaminants, objects, or other animals that could cause harm to the animal's health and well-being.
38. "Owner" means the person who is 18 or more years of age, a firm, or a corporation legally entitled to determine the welfare of an animal, and is legally responsible for the animal pursuant to Washington State law.
39. "Permit" means human conduct in relation to an owned, kept, or harbored animal which is intentional, deliberate, careless, inadvertent, or negligent.
40. "Provoke" means to:
- a. Initiate any action designed or intended to elicit a reactive response from an animal; or
  - b. Knowingly approach any animal in a manner which would reasonably be interpreted by the animal as threatening or endangering.
41. "Quarantine" means the 10-day confinement, isolation and observation of an animal that has inflicted a bite upon any person or animal where such bite has broken the skin or otherwise caused blood to appear on the skin.
42. "Registration" means the City records identifying the owner, animal, residence, and other information relating to a specific license, or to a specific animal if a license is not required.
43. "Responsible person" means any person who is 16 or more years of age providing exclusive temporary care for and/or control of any animal belonging to an owner for a period of time less than, but up to, 30 days.
44. "Shelter, City" means the facility designated by the city council to be used by the animal control officer for the proper administration and enforcement of this title.
45. "Shelter, county" means the facility operated by Lewis County which provides adoption, euthanasia, or other proper disposition of animals and/or renders other services to the City relating to this title.
46. "Sterilized" means any animal rendered permanently incapable of reproducing or procreating by surgical alteration, implantation of a device, or other physical means.
47. "Trespass" means entry by any person or animal upon the property of another person without the authorization of the lawful occupant.
48. "WAC" means the Washington Administrative Code.
49. "WMC" means the Winlock Municipal Code.
50. "Wolf" means a carnivorous mammal, *Canis Lupus* of northern regions, or *Niger* of southwest North America, related to and resembling the dog.

51. "Wolf, hybrid" means:

- a. Any animal resulting from any animal breeding with a wolf or other animal having wolf genetics; or
- b. Any animal which has any portion of the genetic makeup of a wolf regardless of the percentage of wolf.

**6.05.060 Animals Excepted From Regulation.**

The following types of animals shall not be subject to the requirements of this title, provided the owners of such animals shall remain liable and responsible for any damage occasioned by such animal consistent with applicable laws:

- A. K-9 units (canines) owned by any law enforcement agency while such unit is on active duty, within a secure training facility, or on a controlled field exercise;
- B. Any animal owned, kept, or maintained by a licensed or approved circus (or similar type business) and further defined in RCW 16.30.020(1)(i) as now in force or hereafter amended, added to, or deleted from;
- C. Any animal owned, kept, or maintained by a licensed or approved research facility which is routinely inspected and controlled by a government agency; and
- D. Any animal owned, kept, or maintained by a licensed or approved zoo facility.

**6.05.070 Fees.**

- A. Fees charged for required licensing activity associated with owning, keeping, or maintaining any animal, and for the detainment, quarantine, impoundment, and/or disposition of animals by the City shall be as prescribed in the current published City of Winlock Fee Schedule.
- B. The City Council may consider reducing applicable fees for activities other than licensing if a formal appeal is filed pursuant to WMC 6.15.070, and the appellant demonstrates to the satisfaction of the city council that such reduction is appropriate and justified.

**6.05.080 City Shelter.**

- A. There shall be a facility designated by the city council equipped for handling, keeping, and maintaining animals detained or impounded by the City. Provisions shall be made for cleaning such facility consistent with the type of usage anticipated, and proper disposal of animal waste.
- B. The location of such facility shall not be readily accessible to the general public except by special arrangement, and need not be disclosed to unauthorized persons. However, provisions shall be made for transporting specific animals to the community development office for release to an authorized person.

**6.05.090 Right of Entry.**

- A. Any police officer or animal control officer may enter any private property to determine compliance with the provisions of this title, or to impound any dangerous, potentially dangerous, sick, injured, vicious, or threatened animal when such officer has obtained a warrant pursuant to applicable laws.

- B. Any police officer or animal control officer may enter any motor vehicle parked on any public property or public right-of-way without a warrant when such officer has reason to believe that the health or safety of any animal contained in such vehicle is in danger, or when any citizen may be in danger from such an animal. Such officer shall be, and hereby is, authorized to insert a temperature probe into such vehicle.
- C. Any police officer or animal control officer may enter any private property without a warrant when such officer is in pursuit of any unauthorized animal at large.
- D. Any police officer or animal control officer may enter any private property without a warrant when such officer has reason to believe that any animal is in an environment detrimental to its health or welfare, or when any animal is in imminent danger of death or serious injury, or when the environmental conditions of the animal constitute cruelty.
- E. Any police officer or animal control officer may enter any private property without a warrant to impound any animal which such officer determines would be neglected because of the incarceration of the caretaker of such animal.
- F. Any police officer or animal control officer may enter any private property without a warrant to address the nuisance created by the animal in violation of this section and may impound an animal from the property where the violation is occurring between the hours of 10:00 p.m. and 6:00 a.m. if the officer is unable to contact an owner or responsible person or if the owner or responsible person is/are unwilling to take actions to stop the nuisance from occurring.
- G. Any law enforcement officer or an animal control officer may enter any private property as otherwise authorized by local, state, or federal law.

**6.05.100 Rabies Control.**

- A. All dogs, cats, and ferrets over the age of eight (8) weeks shall be vaccinated for rabies. After initial vaccination, all dogs, cats, and ferrets shall have up-to-date rabies vaccines. All animals shall comply with rabies regulations set forth in state law.
- B. In the event that any animal has bitten a human being, the designated animal control agent may order quarantine of such animal for a period of 10 to 14 days. The provisions of Chapter 246-100 WAC, together with amendments thereto, are incorporated in this chapter by reference and prevail over any conflicting provision of this Title 6 WMC in any suspected rabies matter.

**6.05.110 Impound.**

- A. Any animal shall be impounded by the City for any of the following reasons or conditions:
  1. When the animal has been apprehended by the City while at large on a public way;
  2. When a citizen notifies the City that they have detained an at-large animal and requests the City to impound such animal;
  3. When the owner of an animal requests the City to quarantine such animal as a result of a bite incident;
  4. When the owner of an animal is incarcerated or institutionalized by a police officer and no caretaker for the animal is identified; and
  5. When an animal is observed by the animal control officer and a police officer to be in imminent threat of death, serious illness, or injury from any cause.
- B. Any animal may be impounded by the City for any of the following reasons or conditions:

1. When an animal is confined within a motor vehicle and the temperature of its environment exceeds 85 degrees Fahrenheit;
2. When an animal is in violation of the terms of its quarantine;
3. When an animal required to be secured is observed unsecured;
4. When an animal has exhibited any characteristic of a dangerous or potentially dangerous animal, and a secure enclosure is not readily available for confinement of such animal by the owner.

**6.05.120      Holding Period and Disposition.**

- A. Any animal impounded by the City shall be held a minimum of three (3) working days in the City shelter. The date of such impound shall not be considered holding time, and the working day immediately following the date of impound shall be the first day of holding.
- B. Any animal quarantined by the City in the City shelter shall be held for ten (10) calendar days. On and after the eleventh day following the quarantine period, the animal shall be considered to be impounded, and the required holding period shall be considered terminated.
- C. Any animal voluntarily relinquished to the City by its owner shall be transported to the county shelter for adoption or euthanasia on or after the date following the relinquishment date.
- D. Any animal which remains in the custody of the City on the date following any required holding period, and an approved disposition of the animal has not been determined with the owner of the animal, shall be considered an abandoned animal.
- E. Any owner of any animal may terminate the required holding period by providing proof of ownership, if such proof is not currently in the records of the City, complying with all applicable requirements of this title, and payment of all applicable fees and charges. Arrangements shall be made by the animal control officer to convey the animal to its owner as soon as practicable.
- F. At the termination of any required holding period, the City shall:
  1. Transport the animal to the county shelter for adoption or euthanasia; or
  2. Return the animal to its owner if all applicable fees and charges have been paid; or
  3. Agree to hold the animal for a longer period of time if the City determines that the owner of the animal intends to comply with any terms or conditions of release, and the owner has paid all accrued fees and charges, and the applicable fees and charges which will accrue to the estimated date of release; or
  4. Determine that the animal is abandoned if the required fees and charges have not been paid, and no other arrangements have been approved on appeal. Any abandoned animal shall be transported to the county shelter for adoption or euthanasia.

**6.05.130      Impounded Animals – Safeguards.**

- A. Any animal in the custody of the City shall be subject to the following:
  1. No animal shall be released from custody until all applicable provisions of this title have been complied with;
  2. No abandoned animal shall be released to any person or agency for research purposes, except, if a finding is made documenting a rare or unique circumstance relating to a specific animal, the City may release such animal to a controlled research environment;

3. Animals will be monitored for sickness, disease, or injury. The City will determine an appropriate course of action for every animal in the custody of the City. Any animal observed to be seriously ill or severely injured may be euthanized if a licensed veterinarian determines that such action is in the best interest of the animal.
- B. Notice shall be given by the City to the owner of record of any animal that is in the custody of the City. If the owner is unknown, the City shall post notices as provided in WMC 6.15.040.
- C. The owner of any animal seized pursuant to RCW 16.52.085 shall be entitled to the protections and provisions of RCW 16.52.085.
- D. The City shall not be liable for any injury or death of any impounded animal.

**6.05.140 Nuisance Animals.**

- A. It shall be unlawful for any owner or responsible person to permit the continual barking, whining, howling, crowing, grunting, rutting, or other noises of any animal between the hours of 10:00 p.m. and 6:00 a.m. and such animal shall be considered a nuisance animal, and such noise may be abated as provided in Title 8 WMC. "Continuous noise" shall mean the unprovoked barking, whining, howling, crowing, grunting, rutting, or other noises for a continued period of ten (10) minutes or more.
- B.
- C. Any animal which trespasses upon the property of another, and which interferes with the quiet enjoyment of a residential property, or which flies, buzzes, digs or otherwise harasses any person while off the owner's or custodian's property, shall be considered a nuisance animal and such trespass and/or harassment shall be abated as provided in Title 8 WMC.
- D. Any animal which is observed or otherwise documented as being at large, but which returns to the property where it is owned, maintained, or kept prior to being apprehended by the City, shall be considered a nuisance animal and such action shall be abated as provided in Title 8 WMC. Any second or subsequent at-large activity by the same animal shall be cause for a citation to be issued to the owner of such animal without notice.

**6.05.150 Trapping of Nuisance Animals.**

- A. Trapping of nuisance animals shall only occur as provided in this section.
- B. No trap of any type, kind, or sort shall be used to trap domestic animals except a live trap issued by the animal control officer, and used consistent with the City's procedures and policies issued with such a trap. No leg trap or other type of trap designed or used to injure or kill an animal shall be used for domestic animals under any circumstance.
- C. Nuisance wildlife may be trapped with any type of trap appropriate for the specific animal and circumstance, provided:
  1. The City's animal control officer is notified when any such trap is set and when it is removed. Failure to notify the officer when a trap is set is a violation of this title.
  2. No trap shall be set within 500 feet of a residential property unless it is a live trap.
  3. Signs or flags shall be posted or installed in the vicinity of any trap (within 25 feet of such trap) identifying the name of the person or company setting such trap and a telephone number to call regarding information about the trap. A minimum of four such signs or flags shall be installed approximately equally spaced around the perimeter of the trap assembly.

- D. When determined necessary and appropriate by the animal control officer, the City may use tranquilizing drugs to immobilize any animal for its own protection or the protection of the public.
- E. Any trapping of livestock or exotic animals shall be as appropriate for the specific animal and circumstance, and approved by the director. Conditions may be placed on any such trapping activity to protect domestic animals or the public, and shall become conditions of approval.

**6.05.160 Minimum Space Requirements – Domestic Animal.**

The following minimum space requirements for domestic animals shall apply:

- A. Adult Dogs and Potbellied Pigs:
  - 1. The area of the owner's or custodian's residential building when within such a building;
  - 2. Two square feet of accessible floor area for each pound of weight when within a nonresidential building;
  - 3. Five square feet of accessible surface area for each pound of weight when confined within a fenced outdoor area;
  - 4. Five square feet of accessible surface area for each pound of weight when chained or tethered to a fixed point, provided nothing shall be permitted to obstruct the chain or tether so as to render the animal incapable of free access to the required area;
  - 5. Five square feet of accessible surface area for each pound of weight when tethered to a movable cable, wire, pulley, or combination thereof.
- B. Cats and birds are not regulated for space requirements.
- C. All other domestic animals: as prescribed by a veterinarian, or qualified study, report, or published industry standard, and approved by the director as required for the particular type of animal and circumstance.
- D. All domestic animals shall be provided with shelter from excessive temperature and precipitation sufficient to protect the size, type, and number of animals.

**6.05.170 Minimum Space Requirements – Livestock.**

The following minimum space requirements for livestock shall apply:

- A. Cow/bovine: 10,000 square feet open, fenced area for the first animal, plus 1,000 square feet per additional animal.
- B. Horse: 10,000 square feet open, fenced area for the first animal, plus 1,000 square feet per additional animal.
- C. Sheep, pig, llama, ostrich, and similar-sized animals: 5,000 square feet open, fenced area for the first animal, plus 500 square feet per additional animal.
- D. Other fowl/poultry: Eight (8) square feet per animal within a coop or other enclosed structure plus eight (8) square feet open, fenced area for each animal outside the coop or structure.
- E. Rabbit/hare: Eight (8) square feet per animal within a coop or other enclosed structure plus eight (8) square feet open, fenced area for each animal outside the coop or structure.
- F. All other livestock: As prescribed by a licensed veterinarian or published industry standard, and approved by the director for the specific type and number of animals and the specific circumstance.

- G. No livestock fence shall be located:
  1. Within any street setback area established and/or required by Titles 16 and 18 WMC, Winlock Development Code, or Winlock Design Guidelines;
  2. Within 15 feet of any residential structure which is not the residence of the person owning, maintaining, or keeping livestock;
  3. Within any national wetland inventory mapped area or any Shoreline Management Act jurisdictional area (see Titles 16 and 18 WMC, Winlock Development Code, and Winlock Design Guidelines); or
  4. Within, or accessory to, any occupancy where sick or infirm persons reside, except as may be expressly permitted by the operator of such facility, and consistent with the requirements of this title.
- H. All livestock animals shall be provided with Minimum care and shelter from excessive temperature and precipitation sufficient to protect the size, type, and number of animals.

**6.05.180 Minimum Space Requirements – Exotic Animals.**

The following minimum space requirements for exotic animals shall apply:

- A. Snake, lizard, reptile, spider, tarantula, or arachnid: Within a terrarium or other similar containment vessel at least as long as the animal and not less than one-quarter the length in height and width.
- B. Nonhuman Primate or prosimian: Same as the State Building Code space requirements for housing a human.
- C. Bear: Two (2) square feet of accessible cage area for each pound of animal weight.
- D. Nondomestic canine, nondomestic feline, wolf hybrid: Same as WMC 6.05.160(A), provided a fenced outdoor area shall be consistent with the containment requirements for a potentially dangerous animal.
- E. Crocodilia: Same as WMC 6.05.160(A), provided a fenced outdoor area shall be consistent with the containment requirements for a potentially dangerous animal, and provided a pond or other aquatic environment large enough to completely submerge the specific animal shall be provided within the caged area.
- F. Shark, barracuda, piranha, stingray, jellyfish, and similar fish capable of injuring a human: Within a terrarium or other similar containment vessel at least as long as the animal and not less than one-quarter the length in height and width.
- G. All exotic animals not otherwise listed: As determined by a licensed veterinarian, qualified study, or published industry standards, and approved by the director, for the specific type and number of animals, and the specific circumstances.
- H. Containment of all exotic animals shall be subject to approval of the director and City Council.

**6.05.190 Disposal of Dead Animals.**

- A. It shall be the duty of every person in possession, charge, or control of any dead animal, or the person in possession, charge, or control of the premises upon which a dead animal is located, to forthwith cause the same to be disposed of in a sanitary manner as set forth below.
- B. The city adopts the following:



1. WAC 246-203-121 as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.
2. RCW 16.36.102 as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.
3. Chapter 16.68 RCW as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.

**6.05.200 Control of Animals.**

A. It shall be unlawful for any person to:

1. Fail to provide Minimum care to any animal in its control or custody.
2. Permit any animal to trespass upon the property of another, or cause any damage to private property while trespassing.
3. Permit any animal to enter any public fountain, pool, pond, swimming pool, school, school grounds or other similar public property without the expressed written consent of the owner of such property.
4. Permit any animal to enter any institution where sick or infirm persons reside without the expressed permission of the owner of such facility.
5. Permit any animal to cause damage to any public property, building, fixture, or equipment, or spill or spread garbage from within a proper trash receptacle located on public property.
6. Have control or custody of any animal upon any public property, park, grounds, sidewalk, street, or alley without having in their immediate possession an approved means to pick up and dispose of any animal waste (feces). Approved means may include bags, gloves, scoop, or similar device customarily used for eliminating fecal waste.
7. Harbor or keep any animal which is subject to impound without an agreed disposition approved by the City.
8. Harbor or keep any animal owned by another person without their expressed permission.
9. Tether any animal in a manner so as to allow the animal to reach within 10 feet of any public sidewalk, alley, or street, or within three feet of any adjacent property.
10. Tether any animal in a manner so as to allow the animal to become entangled in its own tether such that the animal does not have the minimum space required, or such that the animal injures itself.
11. Harbor or keep any vicious, dangerous, potentially dangerous, attack or guard animal outside of a secure enclosure.
12. Interfere with or obstruct any code enforcement officer, animal control officer, or police officer in the administration and enforcement of this title.
13. Allow any fecal matter which is deposited on any public property, park, grounds, sidewalk, street, or alley, or the private property of other persons or businesses, by any animal under their control or custody, to remain on such property. Such fecal matter shall be picked up prior to leaving the immediate vicinity of the fecal matter, or within three minutes of the fecal matter being deposited, whichever occurs first, and properly disposed of.
14. Own, keep, or maintain any animal who has or is suspected to have rabies within the City.
15. Sell, offer for sale, or offer to give away any animal upon any public property or any public right-of-way except through an official activity of the City or county shelter.

16. Have control or custody of any unconfined dog or canine upon any public property, park, grounds, sidewalk, street, or alley without displaying a valid animal license attached to the collar of said animal.
  17. Allow an unconfined dog or canine upon any public property, park grounds, sidewalk, street, or alley, or the private property of other persons or businesses, without being on a suitable leash and under the physical control of the custodian.
  18. Keep or confine any unattended animal in a motorized vehicle or other enclosure or structure for a period in excess of two hours and/or under such conditions as may endanger the health and well-being of the animal. Such conditions include, but are not limited to, dangerous temperatures, lack of food or water, and confinement with a vicious animal.
  19. Allow any domestic animal to cause an unprovoked injury to an animal or injury to a human being while such animal or human being is in or on a public place or lawfully in or on a private place including the property of the owner of such domestic animal.
- B. It is unlawful for any owner of a dog to allow such dog to run at large. Certified Police Department dogs (K-9s) shall be exempted from this provision when under the control and supervision of their handlers.
- C. Every unsterilized female domestic animal shall be confined within an estrus enclosure during the time such animal is in estrus (in heat).

## **Chapter 6.10 LICENSING**

### **6.10.010      Licensing – Dog (canine).**

- A. Every dog which is owned, kept, or maintained within the City for more than 30 days, and is more than three months of age, shall be licensed with the City, and shall wear such license on a collar or other approved device. Such license shall be numbered, and shall be registered to the legal owner of such dog.
- B. The initial license issued for any dog shall expire on December 31st of the calendar year issued. The fee for a dog license for an unaltered animal may be reduced by one-half if such license is issued on or after July 1st of a calendar year.
- C. On or before January 31st of each calendar year, the registered owner of every dog licensed within the City shall renew such license, and pay the required renewal fee. The registered owner of such dog shall be responsible for such renewal. It shall also be the responsibility of such owner to advise the City of any demise or other disposition of such dog which precludes the need for required licensing.
- D. The City shall maintain a record system to issue, renew, identify, and keep current, the license information for each dog within the City. Such record system shall identify the name and address of the owner of each licensed dog, and such other information as determined necessary by the director. Such information shall be considered confidential, and shall only be disclosed to police and animal control officers, or as may be directed by a court proceeding.
- E. Every dog required to be licensed within the City shall be currently vaccinated against rabies, and the initial license application and any subsequent renewal shall require proof of such current vaccination.

- F. Every dog which has been sterilized, and proof of such sterilization is presented to the City at the time of initial licensing, shall pay a reduced license fee and renewal fee as listed in the current published City of Winlock Fee Schedule.
- G. If proof of sterilization is presented to the City subsequent to the initial licensing of a dog, the reduced fees shall be applicable on and after the next renewal date for the license. No reduced fees shall be retroactive.

**6.10.020 Registration – Attack Dog.**

- A. Attack dogs, except those owned and used by a government agency, are prohibited within the City limits except as provided in this section.
- B. Attack dogs may be permitted to be used for training and/or exhibition when performing under the immediate control of the chief of police, or an agency authorized by the chief to perform within the City. The conduct of such performance shall be authorized and approved by the chief, and such safeguards as may be directed by the chief shall have been implemented prior to such performance.
- C. Any attack dog which is authorized to perform in the City shall be registered with the chief of police. There shall be no fee for such registration; however, the owner of such dog shall be responsible for implementing any safeguards required by the chief.

**6.10.030 Licensing – Guard Dog.**

- A. Every guard dog within the City shall be licensed as required in WMC 6.10.010.
- B. The owner of every guard dog shall obtain a City business license as provided in Chapter 5.05 WMC.
- C. The owner of every guard dog shall provide proof of current liability insurance in a minimum amount of \$1,000,000.00 covering all actions of such dog at all times. Such proof shall be submitted at the time of licensing and be effective during the entire applicable licensing period.

**6.10.040 Licensing – Cat (feline).**

- A. Cats shall not be required to be licensed within the City.
- B. If the owner of any cat within the City desires to license the cat for identification purposes, such owner may make application for such a license. The same procedure and criteria for licensing dogs (WMC 6.10.010) shall be used for licensing cats, provided annual renewal shall not be mandatory.

**6.10.050 Licensing – Exotic Animal.**

- A. Exotic animals shall not be required to be licensed within the City.
- B. Exotic animals shall be subject to all regulations contained in this title, and owners of exotic animals shall be subject to the performance criteria and liability specified in this title.

**6.10.060 Licensing – Livestock.**

- A. Livestock animals shall not be required to be licensed within the City.
- B. Livestock animals shall be subject to all regulations contained in this title, and owners of livestock animals shall be subject to the performance criteria and liability specified in this title.

**6.10.070 Registration – Microchipped Animal.**

A. Any animal which is microchipped may be registered with the City. The procedure and criteria specified in WMC 6.10.010 shall be used for processing such registration applications, provided annual renewal for such registration is not required. Any applicable requirements for licensing such animal are not waived by such registration, and any required licensing will also constitute registration of such animal for the purpose of microchip identification.

**6.10.080 License Not Transferable.**

A. It is a violation for any person to give, sell, exchange, or otherwise transfer a dog or cat license to another person, even if it is to be used for the same animal for which it was originally issued. Provided that when a properly licensed pet dies, the owner may use the deceased pet's license to license a new pet of the same species, provided that the owner otherwise complies with the procedures for licensing a pet as provided in this chapter.

**6.10.090 Penalty – Civil Infraction.**

- A. Any violation of this chapter is a violation and shall constitute a civil infraction, not to exceed \$250, not including statutory assessments.
- B. Such penalty is in addition to any other remedies or penalties specifically provided by law. For each act herein prohibited of a continuing nature, each day shall be considered a separate offense.

**Chapter 6.15**

**POTENTIALLY DANGEROUS / DANGEROUS ANIMALS**

**6.15.010 Potentially Dangerous Animal.**

- A. Declaration/Notice.
  - 1. Any animal exhibiting the characteristics or activity described in WMC 6.05.050(A)(8) shall be declared a potentially dangerous animal.
  - 2. The Animal Control Authority shall make such declaration, and convey said declaration to the owner of record of the subject animal, or such owner as may otherwise be known to the Animal Control Authority.
  - 3. The Declaration/Notice shall be in writing and served on the owner. The declaration (or notice) shall state: a) a description of the animal; b) the alleged violation; c) the date of alleged violation; d) the reasons the City considers the animal potentially dangerous; e) a statement that the animal is subject to registration and controls as set forth in subsection B of this section; and f) an explanation to the owner of the rights and procedure for appealing the potentially dangerous animal decision.
- B. Requirements for a potentially dangerous animal. The owner of any animal declared potentially dangerous by the City shall comply with the following:
  - 1. License the animal if required by this title.
  - 2. Register the animal as a potentially dangerous animal, whether or not a license is required. Such registration shall be on forms provided by the City and shall be renewed annually, and applicable fees paid.

3. Submit proof of liability insurance in a minimum amount of \$1,000,000 covering actions of the specific animal. Such coverage may be included in a liability insurance policy or a specific rider. Such insurance coverage shall not lapse during the period of time that the potentially dangerous animal is owned, kept, or maintained within the City.
4. Provide a secure enclosure for the animal consisting of:
  - a. For a dog: a fenced enclosure consisting of minimum six-foot-high walls without horizontal members which would provide an opportunity for climbing; minimum five square feet of area for each pound of weight of the dog within the enclosure; adequate shelter from the elements, including temperature; provisions for food and water without compromising the security of the enclosure;
  - b. For other than a dog: the owner of such animal shall submit to the director a plan for a secure enclosure for such animal. The director shall approve or modify such plan consistent with the type of animal and the specific circumstances involved.
5. As an alternative to WMC Section 1.6.15.010B.4):
  - a. Provide a minimum six-foot-high fence enclosing all or a portion of the rear yard area of the property where such fence height is allowable; and
  - b. Provide an auger anchor within the rear yard area of the premises, and a cable or chain with an approved choke-chain collar sufficient to withstand a minimum 500-pound load without failure, and designed so that the animal cannot entangle itself in such assembly; and reach within five feet of the fence; and
  - c. Securely attach the animal to the choke collar at any time the animal is outside the owner's residence.
6. Any secure enclosure shall be located:
  - a. At least five feet from a property line if such enclosure has any openings which would allow a child's finger to pass through (any opening greater than one-quarter inch in width);
  - b. Within an area of the property which does not violate any provisions of the zoning or development regulations for the size and type of structure.
7. Any secure enclosure which has any openings greater than one-quarter inch in width shall have posted a "dangerous dog" sign issued by the City. Such a sign shall also be posted on any wall which is less than 20 feet from any property line. Such signs shall be approximately centered horizontally on such wall at a minimum height of three and one-half feet and a maximum height of five feet.
8. Confine or keep the animal within the approved secure enclosure and at such time as the animal is not within the secure enclosure, it shall be:
  - a. Confined within the residence of its owner; or
  - b. Secured with a leash, tether, cage, or other means, or under the control of the owner or custodian so that the animal cannot stray more than four feet from the person controlling it.
9. No potentially dangerous animal shall be allowed upon a public right-of-way or public property without being secured on a leash or tether by a person at least 18 years of age and physically capable of controlling the animal, or in an approved cage.

**6.15.020      Dangerous Animal.**

A. Declaration/Notice.

1. Any animal exhibiting the characteristics or activity described in WMC 6.05.050(A)(4) shall be declared a dangerous animal.
2. The Animal Control Authority shall make such declaration, and convey said declaration to the owner of record of the subject animal, or such owner as may otherwise be known to the director.

B. Notice and Declaration of a Dangerous Animal.

1. Upon sufficient cause or evidence indicating that any animal constitutes a dangerous animal consistent with the definition in WMC 6.05.050(A)(4), the director shall so declare such animal in writing, and shall notify the owner of record, if such owner is known. If such owner is not known, the director shall make such declaration a matter of record by posting such declaration consistent with WMC 6.15.040.
2. Prior to the Animal Control Authority issuing its final determination, the animal control authority shall notify the owner in writing that he or she is entitled to an opportunity to meet with the authority, at which meeting the owner may give, orally or in writing, any reasons or information as to why the dog should not be declared dangerous. The notice shall state the date, time, and location of the meeting, which must occur prior to expiration of fifteen calendar days following delivery of the notice. The owner may propose an alternative meeting date and time, but such meeting must occur within the fifteen-day time period set forth in this section. After such meeting, the Animal Control Authority must issue its final determination, in the form of a written order, within fifteen (15) calendar days. In the event the Animal Control Authority declares a dog to be dangerous, the order shall include a recital of the authority for the action, a brief concise statement of the facts that support the determination, and the signature of the person who made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last address known to the Animal Control Authority.
3. The Notice shall be in writing and shall state:
  - a. Description of the animal;
  - b. Location where the incident causing the declaration occurred;
  - c. Location where the animal was impounded, if applicable;
  - d. Name and address of the owner of record, if known;
  - e. The statutory basis for the proposed action;
  - f. An abbreviated narrative of the facts relating to the incident causing the declaration;
  - g. The reasons the Animal Control Authority considers the animal dangerous;
  - h. A statement that the animal is subject to registration and controls required by this Title, including a recitation of the controls WMC 6.15.030 relating to such declaration;
  - i. Notice of a right to an administrative review appeal pursuant to WMC 6.15.070;
  - j. Notice that the City will hold any unclaimed impounded animal for three (3) working days from the date of notice, then humanely dispose of such animal.
  - k. An explanation of the owner's rights and of the proper procedure for appealing a decision finding the animal dangerous.
  - l. The notice shall further inform the owner that there is an opportunity to meet with the Animal Control Authority where the owner may provide, orally or in writing, reasons

or information why the animal should not be declared dangerous. The notice shall state the date, time, and location of the meeting with the City which shall be held prior to the expiration of fifteen (15) days following delivery of the notice to the owner. The owner may propose an alternative meeting, date, and time, provided the meeting is scheduled within the fifteen (15) day time period.

- C. Final Determination. After a meeting between the owner and the Animal Control Authority, the Animal Control Authority must issue its final determination, in the form of a written order, within fifteen (15) calendar days from the date of the meeting. In the event the City declares an animal to be dangerous, the order shall include a recital of the authority for the action, a brief statement of the facts that support the dangerous animal determination and the signature of the person who made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last known address. For purposes of providing notice, holding a meeting and issuing orders on dangerous animals, the City hereby appoints the Police Chief.

#### **6.15.030 Requirements for Keeping a Dangerous Animal.**

The owner of any animal declared dangerous by the City shall comply with the following criteria:

- A. License the animal as required by Title 6 WMC.
- B. Register the animal as a dangerous animal whether or not a license is required. Such registration shall be on forms provided by the City and shall be renewed annually and applicable fees paid.
- C. Submit proof of liability insurance in a minimum amount of \$1,000,000 covering actions of the specific animal. Such coverage may be included in a liability insurance policy or a specific rider. Such insurance coverage shall not lapse during the period of time that the dangerous animal is owned, kept, or maintained within the City.
- D. Provide a secure enclosure for the animal consisting of:
1. For a dog: a fenced enclosure consisting of minimum six-foot-high walls without horizontal members which would provide an opportunity for climbing; a secure top; a secure bottom or embedment of the walls a minimum of 24 inches below grade; minimum five square feet of area for each pound of weight of the dog within the enclosure; adequate shelter from the elements, including temperature; provisions for food and water without compromising the security of the enclosure;
  2. For other than a dog: the owner of such animal shall submit to the director a plan for a secure enclosure for such animal. The director shall approve or modify such plan consistent with the type of animal and the specific circumstances involved.
- E. Any secure enclosure shall be located:
1. At least five feet (5') from a property line;
  2. Within an area of the property which does not violate any provisions of the zoning or development regulations for the size and type of structure.
- F. Any secure enclosure shall have posted a "dangerous dog" sign issued by the City. Such sign shall be posted on any wall which is visible from any public way or an adjacent property. Such

signs shall be approximately centered horizontally on such wall at a minimum height of three and one-half feet and a maximum height of five feet.

- G. Confine or keep the animal within the approved secure enclosure and at such time as the animal is not within the secure enclosure, it shall be:
  - 1. Confined within the residence of its owner; or
  - 2. Secured with a leash, tether, cage, or other means, under the control of the owner or custodian, such that the animal cannot stray more than four feet from the person controlling it.
- H. No dangerous animal shall be allowed upon a public right-of-way or public property without being secured on a leash or tether by a person at least 18 years of age and physically capable of controlling the animal, or in an approved cage.
- I. Any dangerous animal shall wear an approved muzzle when located upon any public way, or within or upon any motor vehicle when located on a public way. Every dangerous animal shall be confined in a suitable enclosure when outside the passenger compartment of any motor vehicle.

**6.15.040 Service of Declaration or Notice Posting.**

- A. Any declaration of a potentially dangerous or dangerous animal shall be written, posted as prescribed in this section, and served upon the owner of record, if any, of such animal by both certified mail, return receipt requested, and regular mail. Notices other than declarations shall be sent via regular mail to the owner of record, if known, and posted.
- B. A copy of any declaration of a potentially dangerous or dangerous animal shall also be mailed to the occupant of all properties within 300 feet of the property where such animal is kept.
- C. Refusal of any person to accept certified mail, or inability of the U.S. Postal Service to deliver certified mail when attempted, shall constitute service of such declaration. For purposes of service of notice, the date of refusal shall constitute the date of notice, and the date identified by the U.S. Postal Service that such letter is unclaimed or undeliverable shall constitute the date of notice.
- D. All declarations or notices issued by the City relating to animals shall be posted at a designated, publicly accessible place in the community development department office and the lobby of City Hall.

**6.15.050 Impound of Potentially Dangerous/Dangerous Animals.**

- A. If the circumstances involved in the incident resulting in the issuance of a Declaration of potentially dangerous animal or dangerous animal resulted in the animal being impounded by the City, the animal shall be kept in impound until:
  - 1. The owner of such animal has complied with all applicable provisions of WMC 6.15.040
  - 2. Any applicable quarantine period has elapsed without incident; and
  - 3. All applicable fees have been paid.
- B. If the circumstances involved in the incident resulting in the issuance of a Declaration of potentially dangerous animal or dangerous animal did not result in the animal being impounded by the City, the City shall issue a notice to the owner of such animal giving five (5) days in which to comply with all applicable provisions of this title.



- C. The owner of a potentially dangerous animal or dangerous animal may voluntarily relinquish ownership of such animal by submitting a City form for this purpose, and conveying the animal to the City. Such form shall attest to the ownership and shall be notarized.

**6.15.060      Animal Bites – Quarantine.**

- A. Any animal which bites a human sufficient to cause a puncture wound, laceration, or abrasion of the skin, or otherwise contacts a human with its mouth sufficient to cause blood to appear on the surface of the skin, shall be quarantined for a period of 10 calendar days.
- B. Quarantine shall be approved by the director, and shall occur in one of the following manners:
1. The animal shall be impounded by the City and held at the City shelter for the quarantine period. All expenses incurred by the animal shall be the responsibility of its owner; or
  2. The animal may be transported to a licensed veterinary clinic or hospital by its owner, and quarantined at such facility for the required period. The City shall require a statement from a licensed veterinarian at the termination of the quarantine period that the animal does not appear to have rabies. All expenses incurred by the animal shall be the responsibility of its owner; or
  3. The animal may be quarantined at its normal residence, with the approval of the director, if all the following apply:
    - a. Proof of current rabies vaccination is submitted to the City;
    - b. The animal can be maintained in a secure environment with no ability to have contact with a person on a public way, or any other animals, either within a structure or within an enclosure as required for potentially dangerous animals. Such an environment shall be inspected and determined by the animal control officer;
    - c. The bite incident does not involve any other violation of this chapter, including evidence that the animal was not at large.
- C. At the termination of the required quarantine period, the City shall be assured that the animal does not have rabies. Such assurance shall consist of a statement from a licensed veterinarian, public health official, animal control officer, or other qualified person attesting to the fact that they have examined the animal and that it does not appear to have rabies.
- D. At such time as the City receives the required assurance statement, the owner of the animal shall pay all accrued fees and charges. The City will then release the animal to its owner, except, if the animal has been declared dangerous or potentially dangerous, all applicable requirements of this chapter shall have been complied with prior to release of the animal.
- E. If the owner of such animal has submitted a relinquishment of ownership form for the animal, the City shall cause the animal to be euthanized.
- F. If any quarantined animal does exhibit any symptoms of rabies:
1. It shall be examined by a public health official, and a determination made by the official as to whether the animal should be tested for rabies;
  2. If a public health official has determined that rabies testing of an animal is warranted, the City shall cause the animal to be conveyed to a licensed veterinarian for implementation of the required testing procedure. The cost of such testing will be the responsibility of the registered owner of such animal.

**6.15.070      Appeal.**

- A. Any person who owns, maintains, or keeps an animal which is declared by the City to be a dangerous animal may appeal such declaration to the City Mayor.
- B. No appeal of any citation issued under this chapter shall be heard by the City Mayor or the director. Citations shall only be heard and determined by the municipal court.
- C. The owner must make such appeal within twenty (20) days of receiving the final determination.
- D. Any appeal filed with the City Mayor (or City Council pursuant to WMC 6.05.070(B)) shall contain the following elements:
  - 1. Name of the person filing the appeal;
  - 2. Residence address of the appellant;
  - 3. Mailing address of the appellant if different than the residence address;
  - 4. Common pet name of the animal involved;
  - 5. Specific action(s) of the City which is/are being appealed;
  - 6. Discussion relating to why the appellant feels the action(s) was/were improper or inappropriate;
  - 7. Presentation of alternative actions that the appellant feels the City should take instead of the original action(s) taken;
  - 8. Discussion of why the alternative presented will satisfy the City's regulatory requirements for protection of the public and elimination of a nuisance animal; and
  - 9. Any other information which the appellant desires to present at a hearing.
- E. The appellant may submit any evidence or documents relevant to any issue raised in their appeal filing. The appellant shall be responsible for establishing the relevance and relationship with the specific issues being appealed.
- F. Upon receipt of a proper appeal filed with the City, the City Mayor shall solicit all relevant documentation of the issue from the director. Upon receipt of such documentation, and any evidence submitted with the appeal, the City Mayor shall conduct a closed record review of the matter. The City Mayor may solicit any additional information and/or clarification on any issue from the appellant and/or the director. Nothing herein shall preclude a closed record appeal hearing at the discretion of the City Mayor.
- G. The City Mayor may uphold, modify, or overturn the decision of the director in whole or in part. Such decision shall include findings based on the evidence submitted. Nothing herein shall preclude the City Mayor from determining alternate and/or equivalent methods of compliance with this chapter on appeal, or any decision which may be just and equitable under the specific circumstance.
- H. Any decision made by the City Mayor on appeal shall be implemented and/or complied with, including any specified time frames for compliance.
- I. Failure to comply with the City Mayor's decision on appeal will result in a citation being issued for such failure. Final disposition of such citation shall be determined by the municipal court.
- J. While the appeal is pending, the director may order that the animal be confined or controlled in compliance with RCW 16.08.090, WMC 6.15.010B.8) or WMC 6.15.030G). If the animal is determined to be dangerous, the owner must pay all costs of confinement and control.

**6.15.080      Violation – Penalty.**

- A. Penalty for violation as to potentially dangerous dog – misdemeanor.
  - 1. Any violation of this chapter as to a potentially dangerous dog is a misdemeanor.
- B. Penalty for violation as to dangerous dog – gross misdemeanor.
  - 1. Any violation of this chapter as to a dangerous dog is a gross misdemeanor.

**Chapter 6.20**  
**LIVESTOCK**

**6.20.010 Livestock Regulations.**

“Livestock animals,” for purposes of this chapter, means large-hoofed animals usually found on farms, such as but not limited to: horses, ponies, mules, donkeys, bovine animals, sheep, goats, llama, swine. It also means fowl such as but not limited to: chickens, ducks, geese, swans, turkeys, quail, pheasants, and other small farm animals such as but not limited to: rabbits, mink.

- A. Fencing. The owner or keeper of any livestock animal must provide adequate fencing in a good state of repair to guarantee the confinement of said livestock animal within said fence. Said fence must completely enclose the required space.
- B. Buildings. The owner or keeper of any livestock animal shall provide shelter in suitable, clean buildings which have access for the animals to go in and out of freely. Said buildings, and the feeding areas for such animals, will be located at least 15 feet from any property line. Such buildings may not be built or maintained on marshy ground or land subject to overflow, or within 200 feet of any source of water supply.
- C. Premises Maintenance. The owner or keeper of any livestock animal shall at all times maintain the premises upon which the livestock animal is maintained in a sanitary and neat condition, including, but not limited to, disposal of manure or other waste material from said animals. Any unreasonable accumulation of flies or insects, rodents or other pests within the property on which said animals are maintained, and/or noxious or offensive odors, or the unreasonable accumulation of flies, insects, rodents or other pests transcending into neighboring property, shall be a violation of this chapter.
- D. Livestock Running At Large. It is unlawful for the owner or keeper of any livestock animal to permit the same to run at large within the city of Winlock. Such animal will be seized and returned to its owner or keeper by the animal control authority. The owner or keeper of such animal will pay the animal at large penalty fines specified in this chapter plus any hauling costs.
- E. Manure and Other Waste Material Removal. The owner or keeper of any livestock animal must pick up and immediately remove any manure or other waste material left by any such animal upon any public property or private property not owned by the animal’s owner or keeper.
- F. Riding Horses.
  - 1. RCW 46.61.025 as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.
- G. Waivers. The animal control authority may issue written waivers for the above prohibitions in the event of a parade or special event.
- H. The city adopts the following:

1. WAC 246-203-130 as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.
  2. WAC 246-203-180 as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.
- (Ord. 83 §§ 1 – 4, 1902)

**6.20.020 Auction of livestock.**

- A. It shall be unlawful for any person, firm or corporation to conduct more than one public auction sale of livestock on the same premises in the city of Winlock in a single calendar week.
- B. It shall be unlawful for any auctioneer, owner or manager of any public auction sale, or for the employee of either of them, to maintain or keep, or permit to be maintained or kept in or upon any premises used for conducting public auction sales of livestock in the city of Winlock, any cattle, horses, swine or sheep at any other times than during the period between the hour of 7:00 a.m. of the day preceding the day of a public auction sale and the hour of 7:00 p.m. of the day following the day of any such sale.
- C. Any person violating the provisions of this section shall upon conviction thereof be punished by a fine not to exceed \$1000.00, or by imprisonment in the city or county jail not to exceed 30 days, or by both such fine and imprisonment. (Ord. 268 §§ 1 – 3, 1943)

**Chapter 6.25  
WILDLIFE AND EXOTIC ANIMALS**

**6.25.010 Wildlife Regulations.**

- A. No person, firm, or corporation shall bring or maintain within city limits of the city of Winlock any exotic animal which is not native to or usually found in the United States, or any wild animal living in its natural state native to the United States which is not normally domesticated, raised, or bred by humans, said animals generally regarded as capable of injury to man or to domesticated animals. These animals include but are not limited to lions, tigers, bears, chimpanzees, monkeys, gorillas, cougars, mountain lions, badgers, wolf and wolf hybrids, coyote and coyote hybrids, deer, raccoon, fox, lynx, poisonous reptiles, poisonous serpents, crocodiles, alligators.
- B. The following exotic animals are excepted from the prohibition contained in subsection (A) of this section, and may be brought or maintained within the city limits of the City of Winlock, if all other requirements of this Title are met:
  1. Any snake, lizard, or other reptile;
  2. Any spider, tarantula, or other arachnid;
  3. Any turtle or tortoise.

**Chapter 6.30  
ANIMAL CRUELTY**

**6.30.010 State Provisions Adopted By Reference.**

- A. The following statutes as now in force or hereafter amended, added to, or deleted from are incorporated in this title by reference:

1. Chapter 16.52 Revised Code of Washington, Prevention of Cruelty to Animals, is hereby adopted by reference to augment this Title; provided, that any provision in Ch. 16.52 RCW dealing solely and exclusively with the investigation, prosecution, or sentencing of a felony crime is not adopted herein. In the event there is any conflict between chapter 16.52 RCW and this Code, this Code shall control.
2. RCW 16.52.207, RCW 16.52.090, RCW 16.52.095, RCW 81.48.070, RCW 9.08.070, a first offense under RCW 9.08.072, RCW 16.52.080, RCW 16.52.190, RCW 16.52.193, RCW 16.52.225, RCW 16.52.305, and RCW 16.52.310.

**6.30.020 Offenses Relating to Cruelty.**

- A. It is unlawful for any person to:
1. Harbor or keep any animal which is sick, diseased, or injured without appropriate medical treatment for such condition.
  2. Allow two (2) or more animals to attack, fight, or injure each other when any such animals are under the control of, or on the premises or property of, such person.
  3. Possess or use, or allow the possession or use of, cock spurs, slashers, gaffs, or other tools, devices, or equipment designed, used, or intended to inflict injury on any animal.
  4. Maintain, keep, or harbor any animal without having an adequate supply of water continuously and readily accessible to such animal, and an adequate supply of food accessible at a frequency appropriate for such animal.
  5. Maintain, keep, or harbor any animal without having adequate fresh air and/or ventilation sufficient to preclude excessive temperature.
  6. Confine any animal within an enclosure having less than the minimum space requirements; provided, any animal being transported from one premises to another may be confined within an appropriate cage, carrier, trailer, or other device approved for such purpose during such period of transport. Such transportation confinement shall not exceed two (2) hours for any domestic animal without alternate means of control which allows the animal freedom to walk about for a minimum of 15 minutes between periods of such confinement.
  7. Injure, kill, mistreat, or otherwise cause any harm to any animal except as expressly permitted by law (e.g., fishing with worms, rodent abatement, insect abatement, etc.).
  8. Intentionally or negligently place, allow or otherwise cause any chemical or other substance, whether liquid or solid, which is poisonous or otherwise detrimental to the well-being of any animal to become accessible to any animal except:
  9. Commercially produced rat poison, slug poison, insecticides, fungicides, and similar pest control agents when used exclusively for the purpose stated on the label of such product, and applied in strict conformance with the directions and safeguards identified on such label.
  10. Any governmental agency acting in an official capacity to administer or enforce an adopted regulation, policy, or emergency response to any emergency situation.
  11. Place within the City any trap or other device designed, used, or intended to be used to kill, snare, capture, or render any animal unable to escape from such trap except:
  12. Commercially produced rat, mouse, mole, gopher, or other rodent trap when used exclusively for the purpose intended and set in strict conformance with the directions and

- safeguards identified for such trap, and placed in a manner which precludes domestic animals from becoming trapped;
13. Any governmental agency acting in an official capacity to administer or enforce an adopted regulation, policy, or emergency response to any emergency situation;
  14. Live traps issued by the animal control officer and used in strict conformance with the City's policies and requirements associated with such traps (see WMC 6.05.150).
  15. Provoke any animal, provided any training exercise using positive attributes which does not involve any injury to such animal shall not be considered provocation.
  16. Abandon any animal.

### **Chapter 6.35 BEEKEEPING/APIARIES**

#### **6.35.010 Policy and Purpose.**

- A. It is the declared policy of this city to enhance and encourage beekeeping and agricultural pollination operations within the city. It is the further intent of the city to provide to the residents' proper notification of the city's recognition and support, through this chapter, of those persons' and/or entities' rights to keep bees, and to set forth concomitant responsibilities in beekeeping.
- B. Where non-agricultural land uses extend into agricultural areas or exist side by side, beekeeping occasionally becomes the subject of nuisance complaints. It is the intent of this chapter to clarify the circumstances under which beekeeping shall be considered a nuisance.
- C. Further it is intended that this chapter is supplemental to, and not in conflict with, the provisions of Chapter 15.60 RCW.

#### **6.35.020 Beekeeping – Maintenance of Colonies.**

- A. Honeybee colonies shall be maintained in the following condition:
  1. All honeybee hives shall be registered with the Washington State Department of Agriculture and comply with Chapter 15.60 RCW and rules adopted thereunder, as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.
  2. Colonies shall be maintained in movable-frame hives, unless exempted by the Washington State Department of Agriculture as an educational exhibit.
  3. Adequate handling techniques, such as re-queening, should be employed, and adequate space in the hive should be maintained to minimize swarming.
  4. Apiaries shall be managed and kept in a clean and orderly condition.
- B. It shall be the duty of any person having honeybees on their property to prevent diseased hives.
- C. The city or county health department shall refer complaints of possible violations of Chapter 15.60 RCW to the Washington State Department of Agriculture.
- D. The city or county health department shall consult with the Washington State Department of Agriculture on concerns regarding the maintenance of honeybee colonies.

#### **6.35.030 Hive Placement Requirements.**

- A. Hives in all areas of Winlock shall adhere to the following:
1. Hives shall be at least 25 feet from a property line, with the hive(s) entrance(s) facing away from or parallel to the nearest property line.
  2. Hives may be less than 25 feet from a property line if placed behind a six-foot-high fence, which shall extend at least 25 feet beyond the hive(s) in both directions. The fence shall direct bee flight into the air at least six feet before the bees cross the property line. The fence or obstruction may occur on the adjoining property, provided that bee flight is not directed in the vicinity of recreational decks or entrances to housing or buildings on adjoining properties. In lieu of a fence, the hive(s) may be placed at least eight feet above adjacent ground level; provided, that all other requirements of this section are met.
  3. A hive(s) adjacent to public roads shall comply with subsections A and B of this section so as to direct bee flight at least 20 feet into the air over the road surface. In lieu of this requirement, a hive(s) shall be placed at least 100 feet from the road rights-of-way, with the entrance(s) parallel thereto.
  4. The number of hives within residential areas shall be limited as follows:

<b>Parcel Size (Square Footage)</b>	<b>Number of Hives</b>
6,000 to 10,000	2
10,001 to 20,000	4
20,001 to 43,560 (0.46 to 1 acre)	10

Exception: Residential limitations shall not apply when a parcel is contiguous to an open area, such as, but not limited to, wetlands. Such open areas shall be at least two (2) acres in size.

5. The number of hives may not be restricted on parcels of land over one acre in size:
  - a. During times of the year when there is minimal bee flight or activity (October through March); or
  - b. The parcel is in a rural or agricultural area; or
  - c. The hives with bees are being used for agricultural crop pollination; and
  - d. A public nuisance is not created; and
  - e. All other requirements of this chapter are met.
6. In addition to the above production hives, a person may maintain a minimum of one, or up to ten percent (10%) of their production hives, single-story Langstroth deep hive with colonies, in each apiary, for re-queening purposes. Such hives shall conform to all placement and management requirements and restrictions.
7. A consistent source of water shall be provided as appropriate at the apiary. This requirement is intended to discourage bee visitation at swimming pools, hose bibs, animal watering sources, birdbaths, or where people congregate.

**6.35.040 Nuisance Declared.**

- A. It shall be the duty of all persons keeping hives of honey bees or having other stinging insects as described below, in or upon their property or premises, to prevent the following:
1. Colonies of bees which are defensive or exhibit objectionable behavior, or which interfere with the normal use of property, or the enjoyment of persons, animals, or adjacent property.

2. An abandoned hive(s).
  3. All other nests (colonies) of stinging insects such as yellow jackets, hornets, and wasps which exhibit objectionable behavior or interfere with normal use of property, or the enjoyment of persons, animals, or adjacent property.
  4. All nests, hives, or colonies of Africanized honeybees (*Apis mellifera scutellata*).
  5. Hives of bees which do not conform to WMC 6.35.030.
- B. Each of the above described conditions shall constitute a nuisance pursuant to Chapter 1.20 WMC, and Title 8 WMC, and shall be abated.

**6.35.050 Enforcement.**

- A. The City and the Lewis County Health Department are empowered to enforce known violations of this chapter.

**Chapter 6.40  
ENFORCEMENT**

**6.40.010 Violation.**

- A. The violation of or failure to comply with any of the provisions of this Title is unlawful. The remedies and penalties provided in this section, whether civil or criminal, shall be cumulative and shall be in addition to any other remedy provided by law. For each act herein prohibited of a continuing nature, each day shall be considered a separate offense.

**6.40.020 General Penalties.**

- A. Unless otherwise set forth in this Title or where a state statute or regulation adopted has been classified as a gross misdemeanor or misdemeanor, in which case the state classification shall control, a violation of any provision of this Title shall constitute a civil infraction. The penalty for violation of a provision of this title shall be \$100.00. The penalty for a second or subsequent offense in violation of the provision of this chapter shall be \$250.00. In the event that the violation is continuing, a separate fine shall be assessed for each day that the violation exists; one hundred dollars (\$100.00) of each fine may not be waived, reduced, suspended, or deferred. Any person issued a notice of civil infraction and who either fails to respond to the notice of civil infraction or fails to appear at a requested hearing shall be assessed the maximum civil penalty as provided in this subsection.
- B. Additional Relief.
1. Public Nuisance Declared. In addition to the penalties provided by this chapter, any condition caused or allowed to exist in violation of any of the provisions of this Title is a public nuisance and all remedies given by law for the prevention and abatement of nuisances shall apply to any such nuisance or person responsible therefor, regardless of the institution or imposition of criminal or civil remedies stated herein.
  2. Violations of any sections of this title are detrimental to public health, safety, and welfare and are public nuisances. The animal control authority shall serve notice upon the owner or keeper of such animal that such nuisance must be abated. Failure to abate such nuisance shall be deemed a violation of this chapter and, in addition to the penalties provided for



violation of this chapter, the animal may be impounded. Service of a notice of abatement shall not be a precondition of other enforcement action if another action is available under this chapter.

- 3. The provisions of this title relative to the abatement of nuisances are not exclusive and all other rights or remedies of the City or any citizen thereof relative to abatement of nuisances are declared to remain in full force and effect.
- 4. In addition to such other penalties as may be imposed, a court entering a judgment of guilty to a charge of creating a public nuisance may order the abatement of the same on such terms and conditions as may be just and equitable.

C. All fines shall be paid at Winlock City Hall.

**Section 2. Repealer.** Ordinance Nos. 10, 35, and 918, are hereby repealed in their entirety.

**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 Ordinance.

**Section 4. Effective Date.** This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law.

**Section 5. Corrections.** Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**PASSED** by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this \_\_\_ day of February, 2024.

\_\_\_\_\_  
Brandon Svenson, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Penny Jo Haney, City Clerk

\_\_\_\_\_  
Marissa Y. Jay, WSBA # 55593  
City Attorney

Approved Reading: \_\_\_\_\_/2024  
 Publication Date: \_\_\_\_\_/2024  
 Effective Date: \_\_\_\_\_/2024

**CITY OF WINLOCK, WASHINGTON**  
**ORDINANCE NO. 1155**

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, AMENDING SECTION 13.40.210 OF THE WINLOCK MUNICIPAL CODE CONCERNING FIRE DISTRICT NO. 15 MAINTENANCE AND SERVICE FEE; AMENDING ORDINANCE NO. 1138 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

**RECITALS:**

WHEREAS, the City of Winlock, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to “WMC” shall mean the “Winlock Municipal Code,” and

WHEREAS, Ordinance No.1138 was enacted on July 24, 2023, which included Ch. 13.40; and

WHEREAS, Section 13.40.210 WMC is entitled “Fire district maintenance and service fee”; and

WHEREAS, Lewis County Fire District No. 15 and the City have agreed to increase the annual maintenance and service fee for fire hydrant usage in the City from \$4,100.00 to \$6,000.00; and

WHEREAS, the Council desires to amend Section 13.40.210 WMC as set forth herein.

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

**Section 1.** Section 13.40.210 WMC, as last amended by Ordinance No. 1138, is hereby amended to read as follows:

**13.40.210 Fire district maintenance and service fee.**

Lewis County Fire District No. 15 shall pay the sum of \$6,000.00 per year for annual maintenance and service fee for fire hydrant usage within the city limits.

**Section 2. Repealer.** All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

**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 Ordinance.

**Section 4. Effective Date.** This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

**Section 5. Corrections.** Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**PASSED** by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this \_\_\_ day of March, 2024.

\_\_\_\_\_  
Brandon Svenson, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Penny Jo Haney, City Clerk

\_\_\_\_\_  
Marissa Y. Jay, WSBA # 55593  
City Attorney

Approved Reading: \_\_\_\_\_/2024  
Publication Date: \_\_\_\_\_/2024  
Effective Date: \_\_\_\_\_/2024

**CITY OF WINLOCK, WASHINGTON**

**RESOLUTION NO. 2024-07**

**A RESOLUTION OF THE CITY OF WINLOCK, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF TOLEDO FOR MUNICIPAL COURT SERVICES.**

**RECITALS:**

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), governmental agencies may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the City of Winlock desires to coordinate with the City of Toledo for the Municipal Court Services; and

WHEREAS, the City Council, after duly considering the time, effort, and funding to be expended towards the Interlocal Agreement with the City of Toledo, has determined that it is in the City's best interest to enter into the Interlocal Agreement between the City and Toledo; and

WHEREAS, the City Council desires to enter into such Agreement for Municipal Court Services.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to execute and enter into the Interlocal Agreement with the City of Toledo, which is attached as Exhibit A, and forming a part of this Resolution.

**PASSED** by the City Council of the City of Winlock, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 11th day of March, 2024.

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Brandon Svenson, Mayor

Attest:

Approved as to form and content:

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Penny Jo Haney, City Clerk

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Marissa Y. Jay, WSBA #55593  
City Attorney

DRAFT

## EXHIBIT "A"

### AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINLOCK AND THE CITY OF TOLEDO FOR THE PROVISION OF MUNICIPAL COURT SERVICES

**THIS INTERLOCAL AGREEMENT (“AGREEMENT”)** is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, on the 1st day of January, 2024, by and between the City of Winlock, a Washington municipal corporation (“Winlock”), and the City of Toledo, a Washington Municipal corporation (“Toledo”), collectively referred to herein as the “parties”.

WHEREAS, the City of Toledo, “Toledo” is a non-charter code city which was incorporated in 1892 and assumed authority and jurisdiction with respect to criminal and traffic offense occurring within the corporate boundaries thereby created; and

WHEREAS, Toledo has since at least 2001 contracted with Lewis County District Court for Municipal Court Services, and desires to instead contract for its municipal court services with the City of Winlock; and

WHEREAS, the City of Winlock, “Winlock” has the capacity to provide municipal court facilities and related services to Toledo in a manner beneficial to both parties and Toledo desires to use these services; and

WHEREAS, Winlock and Toledo wish to cooperate and enter into this Agreement for the orderly and efficient processing of traffic infractions, parking infractions, criminal traffic cases, criminal non-traffic cases and any other matters within the jurisdiction of a Municipal Court through services provided by and held at Winlock; and

WHEREAS, included in the services provided by Winlock to Toledo shall be a detail of statistics identifying caseload, type of case, and other matters of interest to Toledo; and

WHEREAS, the parties agree that provision of services as detailed in this Agreement are in the best interest of the citizens of both cities; and

WHEREAS, in accordance with RCW 3.50.815 and RCW 39.34.180, a city may contract with another city for municipal court services; and

WHEREAS, Chapter 39.34 RCW authorizes joint and cooperative Agreements between public agencies;

**NOW, THEREFORE**, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of Winlock and the City of Toledo agree as follows:

- A. Purpose. The purpose of this interlocal Agreement is to make all necessary arrangements for the processing of any matters within the jurisdiction of Toledo using municipal court (including court staff) and related services provided by Winlock in Winlock Municipal Court pursuant to Chapter 39.34 RCW. This is to include any ancillary services such as statistical tracking and any work related to appeals. Jail, prosecution services, public defense, judge, and Police services are specifically excluded from this Agreement.

- B. Services. Toledo shall establish the City of Toledo Municipal Court and shall take all action necessary, including the adoption of all necessary ordinances as if operating such court independently. Toledo shall appoint a judge, and shall set appropriate fines, penalties, and processes. Winlock, through this Agreement, shall provide the following services to Toledo:
1. Municipal Court Services. Municipal Court services include all court services required by State statute, court rule, City ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all City cases currently pending and filed on the Effective Date or any date thereafter for the duration of this agreement, court clerk, court records, fund disbursement and accounting, itemized billings, issuance of search and arrest warrants, procedures of establishing bail, arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to municipal court. Winlock shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule.
  2. Appointment of Judicial Officers. Toledo should, for efficiency and economy, appoint a Winlock Municipal Court Judge as a Judge of the Toledo Municipal Court and appoint Winlock Municipal Court Judges Pro Tem as Judges Pro Tem of the Toledo Municipal Court. In the event Toledo appoints a judge other than the Winlock Municipal Court Judge, then Toledo shall consult with and consider input from the Winlock City Mayor during the appointment process. Any such appointments shall require further negotiation between the parties pursuant to Section F of this Agreement.
  3. Citations. The City of Toledo shall provide citations used to summon defendants to court, and the City of Toledo shall deliver said citations to the City of Winlock Municipal Court within 48 hours of issuance, excepting court holidays.
  4. Other Services. Winlock and Toledo shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this Agreement. Winlock is expected to provide ancillary services, including statistical information and appellate work. In the event in-custody video appearances are not available to the Winlock Municipal Court, Toledo shall be responsible for transporting all Toledo in-custody defendants from Lewis County Jail or any other jail that houses Toledo defendants on misdemeanor or gross misdemeanor charges.
  5. Matters Reserved to Winlock. Winlock reserves the right to implement matters requiring compliance with statutory and judicial mandate, which includes, but is not limited to, the Standards for Indigent Defense and personnel matters pursuant to General Rule 29 of the Washington Courts.
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- E. Property. This Interlocal Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Toledo Police shall be responsible for all items of evidence related to criminal prosecution.
- F. Financial Provisions. In consideration for the services provided in this Agreement, the parties agree to the following:
1. Toledo shall retain all fees, costs, penalties, and fines, assessed to Toledo cases for the duration of this Agreement which shall be collected by Winlock and disbursed to Toledo on a monthly basis. Any new programs established after the Effective Date of this Agreement shall not be included but shall be addressed by the parties in a separate amendment hereto.
  2. Toledo shall, for the duration of this agreement, pay to the City of Winlock for Municipal Court services, a filing fee in the following amounts:
    - i. Infractions: \$25.00/filing
    - ii. Criminal: \$60.00/filing
  3. Miscellaneous Pass-Through Costs. As the City of Winlock receives billings from other agencies for miscellaneous costs that are incurred in the prosecution of violations on the City of Toledo's behalf, the City of Winlock will bill the City of Toledo for said costs. The City of Toledo shall pay its own miscellaneous costs which include, but are not limited to, the following:
    - i. Interpreter costs for non-English speaking defendants.
    - ii. Public Defense counsel appointments.
    - iii. Expert witness or investigator authorized.
    - iv. Proportionate share of video hearing costs.
- G. Accounting. The court clerk of the City of Winlock will provide monthly accounting to the City of Toledo and said accounting shall include billings by citation number not defendant name. The court clerk shall collect all fees, fines, forfeitures and other monies imposed by the municipal court for any violations prosecuted on behalf of the City of Toledo which shall be detailed on the revenue worksheet and disbursed monthly to the City of Toledo. The City of Toledo shall be responsible for deducting any monies required to be submitted to the State of Washington and will account for same.
- H. Ordinances. The City of Toledo shall provide a copy of the City of Toledo municipal code or copies of all ordinances on or before their effective date to the City of Winlock Municipal Court.



I. Agreement Administration. The parties are expected to work cooperatively as though the employees of Winlock are employees of Toledo when handling Toledo cases. The City Attorney for Toledo, or designee, is to consult with Winlock departments as necessary regarding the prosecution of Toledo cases. Interested Toledo employees are to be invited to interdepartmental meetings regarding Court process. Where necessary Winlock employees are to be available to Toledo employees and/or Council to discuss court process, prosecutorial philosophy, or other matters of interest to Toledo.

1. Dispute resolution. Disputes between the parties that cannot be resolved at the department level are to be resolved by the respective City Mayors. It is understood between the parties that this Agreement is of benefit to both parties and there is a common interest in working through issues to continue the Agreement.

Any disputes related to levels of compensation which cannot be resolved by the parties as described above may be resolved by binding arbitration in accordance with RCW 39.34.180(3). Such process may be invoked by either party in accordance with the procedures in RCW 39.34.180(3). In such case, the parties shall equally split the fees and costs of the arbitrator(s) in such arbitration.

2. Reporting. Winlock shall provide Toledo with monthly reports summarizing court activity during which services are provided. Toledo shall identify any deficiencies in such monthly reports and, where feasible, Winlock shall amend the reports accordingly.
3. Special Emphasis. Toledo shall identify any areas of special emphasis and Winlock shall provide opportunities for input and reporting specific to those areas.

J. Indemnification. In executing this Agreement, Winlock does not assume liability or responsibility for or in any way release Toledo from any liability or responsibility which arises in whole or in part from:

1. The existence or effect of any Toledo ordinance; or
2. Any prosecution conducted by Toledo's City Attorney or designee.

If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance or prosecution is at issue, Toledo shall defend the same at its sole expense and if judgment is entered or damages are awarded against Toledo, Winlock or both, Toledo shall satisfy the same, including all chargeable costs and attorneys' fees.

Winlock shall indemnify, defend, and hold harmless Toledo, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons (including employees of Toledo), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Winlock's acts, errors or omissions with respect to the subject matter of this Agreement, or any act or mission of any agency retained by or contracted with by Winlock to provide services covered by this Agreement; provided, however, that

1. Winlock's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of Toledo, its Police Department or its officers, agents or employees; and
2. Winlock's obligation to indemnify, defend, and the hold harmless for injuries, sickness death, damage or civil rights violations caused by or resulting from the concurrent actions of negligence of Winlock or its agents and Toledo or its agents shall apply to the extent that Winlock or its agents or negligence cause or contributed hereto.

Winlock does not by this Agreement assume any contractual obligations to anyone other than Toledo, and Toledo does not assume any contractual obligations to anyone other than Winlock. Winlock and Toledo expressly eliminate any third-party beneficiary to this Agreement.

- K. Termination. Either party may terminate this Agreement by giving ninety days' written notice prior to the end of the agreement, which notice shall be effective January 1, 2024. If, for any reason, the City of Winlock Municipal Court is terminated, this Agreement shall become null and void.
- L. Term. The initial term of this Agreement is January 1, 2024, through December 31, 2024, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. The parties agree to meet and negotiate in good faith the terms of the following contract on the first Monday in September 2024, but no later than November 1, 2024.

The Agreement shall take effect on January 1, 2024, (the "Effective Date") or as soon thereafter as all of the following events have occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;
  2. Execution of the Agreement by the duly authorized representative of each of the Parties; and
  3. Filing a copy of this Agreement or posting a copy of this agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.
- M. Amendment. Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement by agreement and signature of both parties.
- N. Headings not controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
- O. Waiver. Waiver by either Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.
- P. Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit or judicial

proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.

Q. Notice. Each party to this Contract shall have a notice representative. Each party may change its notice representative upon providing written notice to the other party. The parties' notice representatives are as follows:

For WINLOCK:

Name of Representative: BRANDON SVENSON  
Title: Mayor  
Mailing Address: P.O. BOX 777  
City, State and Zip Code: Winlock, WA 98596  
Telephone Number: (360) 785-3811

For TOLEDO:

Name of Representative: CHERIE DEVORE  
Title: Mayor  
Mailing Address: P.O. Box 236  
City, State and Zip Code: Toledo, WA, 98591  
Telephone Number: (360) 864-4564

**MADE AND APPROVED** the day and year signed below.

**CITY OF WINLOCK**

**CITY OF TOLEDO**

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
BRANDON SVENSON, Mayor

\_\_\_\_\_  
CHERIE DEVORE, Mayor

Attest:

Attest:

By: \_\_\_\_\_  
Penny Jo Haney, City Clerk

By: \_\_\_\_\_  
Rachel Beaver, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
James M.B. Buzzard, City Attorney

\_\_\_\_\_  
James M.B. Buzzard, City Attorney

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINLOCK AND THE  
CITY OF TOLEDO FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

**THIS INTERLOCAL AGREEMENT (“AGREEMENT”)** is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, on the 1st day of January, 2024, by and between the City of Winlock, a Washington municipal corporation (“Winlock”), and the City of Toledo, a Washington Municipal corporation (“Toledo”), collectively referred to herein as the “parties”.

WHEREAS, the City of Toledo, “Toledo” is a non-charter code city which was incorporated in 1892 and assumed authority and jurisdiction with respect to criminal and traffic offense occurring within the corporate boundaries thereby created; and

WHEREAS, Toledo has since at least 2001 contracted with Lewis County District Court for Municipal Court Services, and desires to instead contract for its municipal court services with the City of Winlock; and

WHEREAS, the City of Winlock, “Winlock” has the capacity to provide municipal court facilities and related services to Toledo in a manner beneficial to both parties and Toledo desires to use these services; and

WHEREAS, Winlock and Toledo wish to cooperate and enter into this Agreement for the orderly and efficient processing of traffic infractions, parking infractions, criminal traffic cases, criminal non-traffic cases and any other matters within the jurisdiction of a Municipal Court through services provided by and held at Winlock; and

WHEREAS, included in the services provided by Winlock to Toledo shall be a detail of statistics identifying caseload, type of case, and other matters of interest to Toledo; and

WHEREAS, the parties agree that provision of services as detailed in this Agreement are in the best interest of the citizens of both cities; and

WHEREAS, in accordance with RCW 3.50.815 and RCW 39.34.180, a city may contract with another city for municipal court services; and

WHEREAS, Chapter 39.34 RCW authorizes joint and cooperative Agreements between public agencies;

**NOW, THEREFORE**, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of Winlock and the City of Toledo agree as follows:

- A. Purpose. The purpose of this interlocal Agreement is to make all necessary arrangements for the processing of any matters within the jurisdiction of Toledo using municipal court (including court staff) and related services provided by Winlock in Winlock Municipal Court pursuant to Chapter 39.34 RCW. This is to include any ancillary services such as statistical tracking and any work related to appeals. Jail, prosecution services, public defense, judge, and Police services are specifically excluded from this Agreement.

B. Services. Toledo shall establish the City of Toledo Municipal Court and shall take all action necessary, including the adoption of all necessary ordinances as if operating such court independently. Toledo shall appoint a judge, and shall set appropriate fines, penalties, and processes. Winlock, through this Agreement, shall provide the following services to Toledo:

1. Municipal Court Services. Municipal Court services include all court services required by State statute, court rule, City ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all City cases currently pending and filed on the Effective Date or any date thereafter for the duration of this agreement, court clerk, court records, fund disbursement and accounting, itemized billings, issuance of search and arrest warrants, procedures of establishing bail, arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to municipal court. Winlock shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule.
2. Appointment of Judicial Officers. Toledo should, for efficiency and economy, appoint a Winlock Municipal Court Judge as a Judge of the Toledo Municipal Court and appoint Winlock Municipal Court Judges Pro Tem as Judges Pro Tem of the Toledo Municipal Court. In the event Toledo appoints a judge other than the Winlock Municipal Court Judge, then Toledo shall consult with and consider input from the Winlock City Mayor during the appointment process. Any such appointments shall require further negotiation between the parties pursuant to Section F of this Agreement.
3. Citations. The City of Toledo shall provide citations used to summon defendants to court, and the City of Toledo shall deliver said citations to the City of Winlock Municipal Court within 48 hours of issuance, excepting court holidays.
4. Other Services. Winlock and Toledo shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this Agreement. Winlock is expected to provide ancillary services, including statistical information and appellate work. In the event in-custody video appearances are not available to the Winlock Municipal Court, Toledo shall be responsible for transporting all Toledo in-custody defendants from Lewis County Jail or any other jail that houses Toledo defendants on misdemeanor or gross misdemeanor charges.
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If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance or prosecution is at issue, Toledo shall defend the same at its sole expense and if judgment is entered or damages are awarded against Toledo, Winlock or both, Toledo shall satisfy the same, including all chargeable costs and attorneys' fees.

Winlock shall indemnify, defend, and hold harmless Toledo, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons (including employees of Toledo), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Winlock's acts, errors or omissions with respect to the subject matter of this Agreement, or any act or mission of any agency retained by or contracted with by Winlock to provide services covered by this Agreement; provided, however, that

1. Winlock's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of Toledo, its Police Department or its officers, agents or employees; and
2. Winlock's obligation to indemnify, defend, and the hold harmless for injuries, sickness death, damage or civil rights violations caused by or resulting from the concurrent actions of negligence of Winlock or its agents and Toledo or its agents shall apply to the extent that Winlock or its agents or negligence cause or contributed hereto.

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  3. Filing a copy of this Agreement or posting a copy of this agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.
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- P. Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit or judicial



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For WINLOCK:

Name of Representative: BRANDON SVENSON  
Title: Mayor  
Mailing Address: P.O. BOX 777  
City, State and Zip Code: Winlock, WA 98596  
Telephone Number: (360) 785-3811

For TOLEDO:

Name of Representative: CHERIE DEVORE  
Title: Mayor  
Mailing Address: P.O. Box 236  
City, State and Zip Code: Toledo, WA, 98591  
Telephone Number: (360) 864-4564

**MADE AND APPROVED** the day and year signed below.

**CITY OF WINLOCK**

**CITY OF TOLEDO**

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
BRANDON SVENSON, Mayor

\_\_\_\_\_  
CHERIE DEVORE, Mayor

Attest:

Attest:

By: \_\_\_\_\_  
Penny Jo Haney, City Clerk

By: \_\_\_\_\_  
Rachel Beaver, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
James M.B. Buzzard, City Attorney

\_\_\_\_\_  
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