CITY OF LANGLEY DRAFT COUNCIL AGENDA
***Tuesday, January 21, 2019 5:30 PM

1. CALL TO ORDER
   a. Flag Salute
   b. Roll Call

2. APPROVAL OF AGENDA

3. CONSENT AGENDA (See below)
   a. Council Meeting Minutes of 1-6-20 .................................................................1-2
   b. Approval of Claims warrants .................................................................(to be distributed)
   c. Approval of payroll warrants Nos. 38816-38855 and direct deposit run (12/16/19) in the
      amount of $39,994.30 and Nos. 38856-38868 and direct deposit run, (12/31/19) in the amount
      of $87,019.50 ......................................................................................................3-4
   d. Confirmation of the Mayor’s appointment of Emi Gunn to the Parks & Open Space
      Commission .......................................................................................................5

4. RECOGNITION/APPRCIATION

5. COMMISSION AND BOARD REPORTS/PRESENTATIONS

6. CITIZEN COMMENTS *

7. UNFINISHED BUSINESS
   a. Langley Income Comparisons – Councilmember Cyr ...........................................6-11
   b. Approval of Police Guild Agreement ..................................................................12-24

8. STAFF REPORTS
   a. Community Planning
   b. Public Works
   c. Police
   d. Finance

9. MAYOR’S REPORT
10. NEW BUSINESS
   a. Consideration of 2021 Fireworks ban .................................................................25-41

11. COUNCIL REPORTS

12. DISCUSSION ITEMS

13. ADJOURNMENT

*Citizen Comments: We welcome comments on subjects of concern or interest that are not on the agenda. Please
    state your name and address so this can be recorded, and limit your comments to 5 minutes. Questions will be
    answered immediately if the answer is brief, and the information is available. Otherwise, answers will be provided
    as soon as possible. Thank you for participating! If reasonable accommodation of a disability is needed please
    contact Debbie Mahler at (360) 221-4246 at least 48 hours prior to this meeting.

Statement regarding Potential Conflicts of Interest - Officials, employees, consultants, volunteers and vendors are obliged to withdraw from
any involvement in a matter where there is a conflict or perceived conflict, even if they feel certain they can act impartially. If a conflict, or
potential conflict exists, the affected party shall declare so at the first public meeting when the matter is being considered. And shall withdraw
from the meeting or future meetings for the duration of the discussion of the issue.

Langley is a Civility First City
Mayor Callison called the meeting to order at 5:30 p.m. Present were Council members Peter Morton, Craig Cyr, Dominique Emerson, Thomas Gill and Christy Korrow. Also present were Police Chief Lauer, Public Works Director Stan Berryman and Finance Director/Clerk Debbie Mahler. The flag salute was led by Mayor Callison.

**MOTION:** To approve the agenda as amended. Move PWAC committee discussion to unfinished business. Motion - Gill, 2nd - Emerson. Motion was approved.

**MOTION:** To approve the consent agenda with the Guild agreement removed from consent agenda and added to new business. Motion - Emerson, 2nd - Morton. Motion carried.

**CONSENT AGENDA**

Council Meeting Minutes of 12/16/19
Approval of Claims Warrants Nos. 38871-38901, 38869-38870 and EFT’s in the amount of $115,774.35

**COMMISSION AND BOARD REPORTS/PRESENTATIONS**

Vicky Welfare, Langley librarian, reported that the library has a new staff member Michael Murgon. Title for 2020 reads program – That’s the Way it Always Is, kicks off April 23rd at 4 PM with a meet the author event. Humanities WA program tomorrow entitled “Women who Journeyed Alone.” Tuesday the 14th is Narcan night with representatives from the Opioid outreach program.

**CITIZEN COMMENTS**

There were no comments at this time concerning matters not on the agenda.

**MAYOR’S REPORT**

Mayor Callison reported that the Sea float Scramble took place last Saturday. It was very well attended. Zip codes were collected with a total of 1,678 participants with 1,057 of those on Island and 621 people from off island. Mayor Callison did a PowerPoint presentation on the City’s year in review.

**UNFINISHED BUSINESS**

*PW Advisory committee setup* – Dominique Emerson will share her research on similar committees in other jurisdictions. Membership of the committee was discussed at length. Possibly having one member from the joint planning area or an owner of a business in the city or having expertise in public works. Peter Morton wants more representation from business owners. Langley residents or businesses that receive Langley utility services was suggested by Thomas Gill. Members will
be appointed by the Mayor and confirmed by Council. The number of members was not yet decided the chair may be a non-voting Councilmember, with possibly three or four other members. They will have three-year terms, with staggered beginning terms. Debbie will pass the research on to the City attorney for an enabling ordinance.

NEW BUSINESS

Election of Mayor Pro Tem for two-year term.

MOTION: To nominate Dominique Emerson as Mayor pro tem for the next two years. Motion - Morton, 2nd - Korrow. Motion was approved with all in favor.

Approval of Police Guild agreement for 1-1-2020 to 12-31-2022. Craig Cyr wanted all gender references removed from the agreement; the definition of seniority moved to the beginning of the section about seniority; and other typos corrected.

MOTION: To reject the Guild agreement and make corrections. Motion – Cyr, 2nd – Morton. Council passed with Councilmember Gill against.

Repeal of LMC 2.58

MOTION: To waive the two-reading requirement and adopt, ordinance 1063 Repealing Chapter 2.58 Langley Municipal Code and Ordinance 863 Harbor Advisory Board. Motion - Emerson, 2nd - Gill. Motion passed unanimously.

Repeal of LMC 9.04


COUNCIL REPORTS

Christy Korrow reported that the Planning Advisory Board meeting this month is cancelled due to lack of quorum. Craig Cyr reported that the Navy is proposing to acquire permits to do training in all state parks on the Island. He feels this violates the mission of the state parks and is very against this taking place. Peter Morton reported that Parks & Open Space Commission is amending their six-year work plan. The Arts Commission meets on January 9th. Peter brought a climate scientist in for a discussion with Brigid regarding the Comp plan. King High tides are coming in the next few days.

The meeting was adjourned at 7:05 PM.

Respectfully submitted,
Debbie L. Mahler, Finance Director/Clerk

January 6, 2020 Council Meeting Minutes
<table>
<thead>
<tr>
<th>Name</th>
<th>Posting Reference</th>
<th>Posting Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACH Pay - 4712</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4710</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4709</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4708</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4705</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4704</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4703</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4702</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4701</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4700</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4699</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4698</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4697</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**December - December - 1st Council**

**Vendor**

*2019-2019-12th Council*

<table>
<thead>
<tr>
<th>Name</th>
<th>Posting Reference</th>
<th>Posting Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACH Pay - 4712</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4710</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4709</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4708</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4705</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4704</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4703</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4702</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4701</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4700</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4699</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4698</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Pay - 4697</td>
<td>12/16/2019</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**December - December - 1st Council**

**Vendor**

*2019-2019-12th Council*
<table>
<thead>
<tr>
<th>Amount</th>
<th>Name</th>
<th>Payment Run</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,723.87</td>
<td>Weiszowski, Joseph W.</td>
<td>1/23/2019</td>
</tr>
<tr>
<td>$720.12</td>
<td>Reynolds, James M.</td>
<td>1/24/2019</td>
</tr>
<tr>
<td>$952.34</td>
<td>Perry, Randi L.</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>$461.44</td>
<td>Merklin, Daniel L.</td>
<td>1/26/2019</td>
</tr>
<tr>
<td>$713.78</td>
<td>Lauer, Jr., Donald E.</td>
<td>1/27/2019</td>
</tr>
<tr>
<td>$0.00</td>
<td>Hughes, Rose</td>
<td>1/28/2019</td>
</tr>
<tr>
<td>$2,844</td>
<td>Hensler, Robert</td>
<td>1/29/2019</td>
</tr>
<tr>
<td>$4,319</td>
<td>Hamilton, Brian E.</td>
<td>1/30/2019</td>
</tr>
<tr>
<td>$2,984.27</td>
<td>Groove, Timothy J.</td>
<td>1/31/2019</td>
</tr>
<tr>
<td>$1,969.33</td>
<td>Dunn, Robert J.</td>
<td>2/1/2019</td>
</tr>
<tr>
<td>$1,854.97</td>
<td>Colburn, Stan K.</td>
<td>2/2/2019</td>
</tr>
<tr>
<td>$1,365.92</td>
<td>Beal, Michelle</td>
<td>2/3/2019</td>
</tr>
</tbody>
</table>

**Total Payment Run:** 2/3/2019 - December - December - 2019

**Direct Deposit Run:** 1/23/2019 - January - 2019

**Amount Cleared:** $2,534.17

**Final Declaration:**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Name</th>
<th>Payment Run</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,723.87</td>
<td>Weiszowski, Joseph W.</td>
<td>1/23/2019</td>
</tr>
<tr>
<td>$720.12</td>
<td>Reynolds, James M.</td>
<td>1/24/2019</td>
</tr>
<tr>
<td>$952.34</td>
<td>Perry, Randi L.</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>$461.44</td>
<td>Merklin, Daniel L.</td>
<td>1/26/2019</td>
</tr>
<tr>
<td>$713.78</td>
<td>Lauer, Jr., Donald E.</td>
<td>1/27/2019</td>
</tr>
<tr>
<td>$0.00</td>
<td>Hughes, Rose</td>
<td>1/28/2019</td>
</tr>
<tr>
<td>$2,844</td>
<td>Hensler, Robert</td>
<td>1/29/2019</td>
</tr>
<tr>
<td>$4,319</td>
<td>Hamilton, Brian E.</td>
<td>1/30/2019</td>
</tr>
<tr>
<td>$2,984.27</td>
<td>Groove, Timothy J.</td>
<td>1/31/2019</td>
</tr>
<tr>
<td>$1,969.33</td>
<td>Dunn, Robert J.</td>
<td>2/1/2019</td>
</tr>
<tr>
<td>$1,854.97</td>
<td>Colburn, Stan K.</td>
<td>2/2/2019</td>
</tr>
<tr>
<td>$1,365.92</td>
<td>Beal, Michelle</td>
<td>2/3/2019</td>
</tr>
</tbody>
</table>

**Total Payment Run:** 2/3/2019 - December - December - 2019

**Direct Deposit Run:** 1/23/2019 - January - 2019

**Amount Cleared:** $2,534.17

**Final Declaration:**
VOLUNTEER APPLICATION

CITY OF LANGLEY
112 Second St./PO Box 366 Langley, Washington 98260 (360) 221-4246

Position Board/Department Date

Parks, Open Space and trails
12/9/19
Gunn, Emily M
840 3rd Street, Langley 206-799-8411 emigunn@gmail.com
Are at least 18 years old? Yes

BACKGROUND:
Education: MBA Sustainable Business, Pinchot; BA Environmental Education, Huxley College; South Whidbey HS Grad

Occupation(s): Current business owner (energy efficiency project management), previous non-profit outreach, program management, event planning, bookkeeping

Other Volunteer Positions: Last 5 years: Goosefoot, Whidbey Foundation, SW Elementary School, SW Children’s Center, Whidbey Island Local Lending (WILL) Lending

SKILLS:
Hobbies: Using trails (walk, run, bike, backpack), reading, gardening, cooking for friends/family

Other applicable experience: Langley resident for 11 years, dedicated walker, mother of school-age children, owner of residential and commercial city property.

List Applicable Skills: Works well with others.

DESIRE:
Briefly describe why you are interested in volunteering: I see so much benefit in human-powered transport around Langley and from Langley to other island destinations (health, social, outdoor, safety, environment, emotional, and more!). I am interested in helping remove (perceived or real) barriers for visitors and residents to getting outside.

______________________
Signature: ___________________________ Date: ___________________________ 

Approved - To Cal _______ 1/1/20
The result is a growing challenge to house our community. Housing in Langley is becoming more unaffordable and with lower rental units being built, include additional shelter needed costs of utilities and insurance. For example, the average monthly rental rates in Langley were $996 in 2013. However, these rates don’t include the average home value of $490,796 in Langley Community which is 130% of the median income for the City of Langley. According to a report prepared by the Economic Development Council, approximately 37% of Langley households earn less than the estimated average. This was the lowest in Langley Community and another measure of housing affordability is based upon households income and housing costs relative to the average gross median income. In 2013, the City of Langley the median household income was estimated to be $63,923.
Economic Development Council for Island County

Data comes from the U.S. Census American Community Survey, 2017 Five-Year Estimates

Median Household Income by Municipality vs County

Island County
Oak Harbor
Langley
Coupeville

$81,516
$48,857
$47,283
$46,500

2017 Dollars
$0
$10,000
$20,000
$30,000
$40,000
$50,000
$60,000
$70,000
Data comes from the US Census American Community Survey, 2017 Five-Year Estimates

Island County Household Income (Mean)

- Island County: $78,209
- Oak Harbor: $59,127
- Langley: $76,774
- Coupeville: $78,784

2017 Dollars

$0
$10,000
$20,000
$30,000
$40,000
$50,000
$60,000
$70,000
$80,000
$90,000
$100,000
Mean Household Income by County Subdivision

<table>
<thead>
<tr>
<th>South Whidbey</th>
<th>Central Whidbey</th>
<th>North Whidbey</th>
<th>Camano Island</th>
</tr>
</thead>
<tbody>
<tr>
<td>$87,830</td>
<td>$77,142</td>
<td>$67,480</td>
<td>$93,482</td>
</tr>
</tbody>
</table>

2017 Dollars

Data comes from the US Census American Community Survey, 2017 five-year estimates.
South Whidbey median income is 36% higher than Langley.

* Langley & Coupeville median income trails Oak Harbor by 3 - 5%.

Conclusions
AGREEMENT

BY AND BETWEEN

CITY OF LANGLEY

AND

FRATERNAL ORDER OF POLICE LODGE 18
Representing

LANGLEY POLICE SERVICES GUILD

January 1st, 2020 to December 31st, 2022
# AGREEMENT BETWEEN THE LANGLEY POLICE SERVICES GUILD AND
# THE CITY OF LANGLEY, WASHINGTON

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recognition</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Guild Security</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Guild Rights and Responsibilities</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Hours of Work</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Seniority</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Grievance</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Holidays</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Vacation</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>Sick Leave</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>Bereavement</td>
<td>7</td>
</tr>
<tr>
<td>11</td>
<td>Records</td>
<td>7</td>
</tr>
<tr>
<td>12</td>
<td>Health and Welfare Coverage</td>
<td>7</td>
</tr>
<tr>
<td>13</td>
<td>Management Rights</td>
<td>8</td>
</tr>
<tr>
<td>14</td>
<td>Civil Service Statutes</td>
<td>8</td>
</tr>
<tr>
<td>15</td>
<td>Continuous Operation</td>
<td>9</td>
</tr>
<tr>
<td>16</td>
<td>Wages</td>
<td>9</td>
</tr>
<tr>
<td>17</td>
<td>Fringe Benefits</td>
<td>9</td>
</tr>
<tr>
<td>18</td>
<td>Work Stoppages</td>
<td>10</td>
</tr>
<tr>
<td>19</td>
<td>Smoking Policy</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>Physical Fitness</td>
<td>10</td>
</tr>
<tr>
<td>21</td>
<td>Employee Rights/Disciplinary Investigation</td>
<td>11</td>
</tr>
<tr>
<td>22</td>
<td>Entire Agreement</td>
<td>12</td>
</tr>
<tr>
<td>23</td>
<td>Severability</td>
<td>12</td>
</tr>
<tr>
<td>24</td>
<td>Agreement Duration</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>Attachment A – Council Resolution #740</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE LANGLEY POLICE SERVICES GUILD AND
THE CITY OF LANGLEY, WASHINGTON

Article 1 – Recognition

1.1 Parties to Agreement. The City of Langley (hereinafter referred to as the “City” or “Employer”) agrees to recognize the Langley Police Services Guild (hereinafter referred to as the “Guild”) as the sole collective bargaining agency for all full time Commissioned Police Department Employees, excluding the Chief of Police.

Article 2 – Guild Security (UNION MEMBERSHIP AND DUES DEDUCTION)

2.1 The City agrees to deduct from the paycheck for each employee, who has so authorized it in writing, the initiation fee and regular monthly dues uniformly required of members of the Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto.

2.2 Any employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the City and Union. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City’s receipt of the employee’s written notice.

2.3 The Union agrees to defend and indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Union to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Union shall have no obligation to defend and indemnify if the result of the liability is a result of the City’s own negligence. The City will promptly notify the Union in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Union relating to its implementation of this Article.

2.4 New Employees. The Employer will notify the Union of all new hires in the bargaining unit within ten (10) working days of hire.

Article 3 – Guild Rights and Responsibilities

3.1 Bargaining. Guild members will be allowed to meet with a representative of the Employer to conduct collective bargaining negotiations during regular working hours with pay at their straight time rate, provided that the Employer is able to properly staff the employee’s job duties during that time without any additional expense to the Employer and provided that the Guild is limited to one paid Guild member at their straight time rate.

3.2 Release Time. A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution (pursuant to Article 6) on behalf of the employees in the bargaining unit; provided that the Employer is able to properly staff the employee’s job duties during the time off without any additional expense to the Employer.

3.3 Guild Investigation and Visitation Privileges – The labor representative of the Guild, with reasonable advance notification to the Police Chief or his/her designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to such investigation and shall not disrupt normal operation of the Employer or interfere with the normal work responsibilities of employees who are on duty.
3.4 **Guild Promotion** – City work hours shall not be used by employees or Guild representative for promotion of Guild affairs other than stated above.

3.5 **Bulletin Boards** – The Employer shall provide a bulletin board for the exclusive use of the Guild. The bulletin board will be placed at the police department and will be maintained by the Guild.

3.6 **Guild Dues** – Guild dues for each Employee in the bargaining unit shall be paid by payroll deduction provided the Employee has a valid dues deduction authorization on file. Dues will be collected on a semi-monthly basis.

**Article 4 – Hours of Work**

4.1 **Shift Length** – The work year is based on 2080 hours. Subject to Article 13, the work day shall be eight (8) or ten (10) hour shifts for Commissioned personnel, as determined by the sole discretion of the Chief of Police.

4.2 **Work Period** – The parties recognize a seven (7) day work period. Overtime at the rate of one and one-half times the regular rate shall be paid for time worked in excess of 40 hours in any seven day work period.

4.3 **Call back** – Any Employee called to work after completing their regularly assigned shift, or attending court as assigned on their off-duty time, shall be paid a minimum of two hours at one and one-half times their regular rate.

4.4 **Comp Time** – Employees may elect to receive compensatory time in lieu of overtime pay to be taken at the convenience of the Employer and the Employee. Comp time shall be used at the rate of one and one half times the actual time worked. Comp time may accumulate up to a maximum of eighty (80) hours and must be cashed out at the end of each year, no later than the last pay check of December. Any accumulated comp time that remains unused at termination of employment shall be cashed out.

**Article 5 – Seniority**

5.1 **Seniority** – For the purposes of this agreement, seniority, unless otherwise noted is defined as continuous time with the Langley police department measured from the date of hire. If two employees share the same date of hire, the most senior will be the one placing highest on the civil service exam at the time of hiring.

5.2 **Reduction in force** – The Employer agrees when it becomes necessary to implement a reduction in force, consideration will be given to individual performance and the qualifications required for remaining jobs. When documented performance and qualifications are equal, as determined by the City, then seniority will prevail. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

5.3 **Continuous Employment** – For the purpose of this Agreement, “continuous employment” is defined as employment uninterrupted by voluntary severance of employment by the Employee, or by absence due to discharge unless rehiring is accomplished within thirty days.

5.4 **Veteran rights** – All seniority rights that may be acquired by the operation of this Article shall be subject to the right of veterans to be rehired, and to all existing laws and ordinances.

5.5 **Illness or accident** – In the case of illness or off-the-job accidents, it is agreed that the Employee’s position and seniority shall be maintained to but not exceeding one year.

5.6 **Vacancy posting** – All job vacancies shall be posted for five (5) business days on a bulletin board available to all Employees.
5.7 **Probationary Period** – All newly hired employees shall serve a twelve (12) month probationary period as outlined in the Civil Service Rules. Probationary discharges shall not be subject to the grievance procedure.

**Article 6 – Grievance**

6.1 **Disputes arising under Agreement** – Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of his Article, or through the Civil Service Commission, but not through both.

6.2 **Procedure** – A grievance filed against the City shall be processed in the following manner:
Step 1. Any employee and/or guild representative who has a grievance shall present the grievance to the Chief of Police in writing. All grievances must be presented no later than twenty (20) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. Reasonable efforts will be made to resolve the grievance within ten (10) business days of being filed. If the parties are unable to do so, the grievance shall progress to step 2 of this article.

Step 2. If a resolution cannot be reached in Step 1 above, then it shall be submitted in writing to the Mayor or their designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Mayor or their designee no more than ten business days after the initial time period outlined in step one of the grievance procedure. The Mayor or designee shall investigate the grievance and in the course of such investigation shall offer to discuss the grievance within ten business days with the grievant and Guild, if requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Mayor or designee shall provide a written response to the employee and Guild within ten business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Step 3. If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be submitted by the Guild to either the American Arbitration Association (AAA) or PERC for a final binding arbitration. An extension of the time periods in the grievance process may be made with the mutual agreement of both parties. The cost of arbitration shall be split equally between the parties.

6.3 **Time Limits** – If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered “waived” and may not further pursued by the employee or the Guild. If a grievance is not appealed by the Guild to the next step within the time limit or any agreed extension thereof, it shall be considered waived or resolved on the basis of the city’s last written response. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**Article 7 – Holidays**

7.1 **Paid Holidays** - The following days shall be recognized and observed as paid holidays:

- **New Year’s Day** (First Day of January)
- **Marin Luther King Day** (Third Monday in January)
- **President’s Day** (Third Monday in February)
- **Memorial Day** (Last Monday of May)
- **Independence Day** (July 4th)
Labor Day  (First Monday in September)
Veteran’s Day  (November 11)
Thanksgiving Day  (Fourth Thursday in November)
Day after Thanksgiving  (Friday immediately following Thanksgiving)
Christmas Eve  (December 24th)
Christmas Day  (December 25th)

If a holiday occurs while an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.

7.2 Personal Days – In addition to the above schedule of holidays, each employee is entitled to one personal holiday. An Employee may take the personal days at such time as is mutually agreeable between the employee and the police chief. In the event of an employee’s termination or separation, any personal day used but not yet accrued shall be deducted from the employee’s final paycheck.

7.3 Holiday payment – If an employee covered by this agreement works on any of the above named holidays, they shall be paid at their regular rate of pay plus two additional vacation days (16 hours). If any of the above named holidays falls on the employee’s scheduled day off the employee shall receive payment of eight hours at the straight time rate for that holiday.

7.4 Management Decision – The Police Chief maintains the right to determine the number of personnel to work on holidays.

Article 8 – Vacation

8.1 Vacation earned – Vacation leave with full pay shall accrue bimonthly to the Employee as follows:
0 through 1 Year  6.67 hrs
2 through 4 Years  10 hrs
5 through 14 Years  13.33 hrs
15 + Years  16.67 hrs

Vacation leave will accrue during the trial period for new employees, but cannot be used or paid until the employee has satisfactorily completed their probationary period. Special circumstances may be considered by the Chief to allow vacation leave.

8.2 Vacation Accruals – The maximum number of vacation hours which may be carried over from one calendar year to the next is the amount of hours above 80 hours that the employee is qualified for, up to a maximum of sixteen (16) weeks. (640 hours) In cases where department operations have made it impractical for an employee to use vacation time, the police chief with the approval of the Mayor may authorize additional carryover. Employees will be paid for unused vacation time upon termination of employment at their current rate of pay.

8.3 Scheduling – The Employer shall not unreasonably deny leave requests, consistent with the needs of the department. Employee shall submit vacation requests as far in advance as possible.

8.4 Basis – Vacation leave is to be deducted on an hour-for-hour basis.

8.5 Payment at separation – Upon separation from the department commissioned employees shall be paid for the balance of their accrued vacation.
Article 9 – Sick Leave

9.1 Pay period accrual – Cumulative sick leave with full pay shall accrue to each Employee at the rate of four hours of leave for each bimonthly pay period of continuous service to a maximum of (1,000) one thousand hours.

9.2 Use of un-accrued leave – Sick leave cannot be taken before it is actually accrued with the exception of donated leave from the City’s shared leave policy.

9.3 Paid Family and Medical Insurance Benefits:

Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.

9.3 Notification – Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief of Police, but no later than two hours before the start of the employee’s work shift unless it is shown that such notification was unreasonable or not possible.

Article 10 – Bereavement

10.1 Family Death – In the event of the death of an employee’s immediate family member, time off with pay for employee’s regular scheduled workday will be granted to regular full-time employees. The phrase “immediate family” for the purposes of the bereavement policy includes the employee’s spouse or domestic partner, brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Three consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two additional consecutive workdays off with pay will be approved for travel from the employee’s home to the funeral or memorial service if travel exceeds 200 miles each way (maximum 16 hours).

Article 11 – Records

11.1 Employer Records – The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

11.2 Personnel Files – Personnel files shall be stored in a locked cabinet. An employee may request a copy of their personnel file. This copy must be provided within five business days of the request. Written reprimands will be removed from the employee’s personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within the three year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline resulting from serious infractions against members of the public or City employee’s, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after five years as long as no similar incidents have occurred.

Article 12 – Health and Welfare Coverage

12.1 Insurance Benefits – Insurance benefits will continue to be purchased by the city for its employees.

12.2 Employee Contribution – Each guild member shall pay five percent (5%) of the insurance premium amount to be deducted from wages. Each member’s premium contributions will be split between the two pay periods each month.
Article 13 – Management Rights

13.1 Employer Recognition – The Guild recognized the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement.

13.2 Overtime Scheduling – The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.

13.3 Job Descriptions – The parties understand and agree that the statements in Employee’s job descriptions are not an all-inclusive list of their work requirements. Individuals shall perform other duties as assigned including work in functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload. Those additional duties must be within the scope of the position for which the employee was hired.

13.4 Lay-offs – Except as otherwise provided herein, the Employer shall have final decision making authority as to lay-offs, subject to City Personnel Policies. The Guild shall have the right to discuss with the Employer the reason for any lay-offs involving bargaining unit positions.

13.5 Police Department Management – Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specially provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel to be assigned duty at any time; to determine, introduce new, or revise the methods processes and means of providing departmental services; to determine hours of work; to determine the work and shift schedule (in a manner not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move or modify its facilities; to take any action on any matter in the event of an emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify other explicit provisions of this Agreement, nor waive the Guild’s right to bargain the “effects: of performance standards and evaluations.

13.6 Personnel Policies – The City’s Personnel Policy and Procedures manual shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the manual, this Agreement shall prevail unless agreed upon by both parties.

13.7 Discipline or Discharge – The Employer shall have the right to discipline or discharge employees for just cause.

Article 14 – Civil Service Statutes

14.1 Matters not addressed – To the extent that matters are not covered by the express terms of this agreement, the Employer may proceed in accordance with current labor law and/or applicable Civil Service statutes, rules and regulations. All police personnel covered under this Agreement shall be subject to said statutes, rules and regulations.

Article 15 – Continuous Operation

15.1 Continuous Operation – The Guild recognizes that the Employer is engaged in a vital public service which protects the health, safety, and welfare of its citizens and requires continuous operation and hence, recognizes its obligation together with the Employer to provide this service at all times.

15.2 Standby Time – Employees scheduled to be on standby for a 24 hour period shall receive 4 hours pay at the overtime rate of 1.5 times the employee’s regular rate of pay.

Article 16 – Wages
16.1 Pay Periods – Pay periods are semi-monthly. Paychecks are issued no later than the 5th and 20th day of each month, unless such date falls on a holiday or weekend, in which case the pay day will be the prior business day.

16.2 Pay Rates – Rates of pay are set as stated in the appendix hereto. Overtime will be paid at one and one half the regular hourly rate when an officer works over (40) hours in a one-week period as defined in Section 4.2.

16.3 Lateral hires – Lateral hires may be placed at any point in the salary schedule at the discretion of the City.

Article 17 – Fringe Benefits

17.1 Specialty Pay – Premium pay of $150 per month shall be given to employees assigned as Patrol Field Training Officer; however, a Field Training Officer must serve as a FTO for at least ten days in a calendar month in order to qualify for premium pay for that month. Education incentive pay may be provided to sworn police personnel holding either an Associates, Bachelor’s or Master’s Degree from an accredited college or university. Those holding an Associates degree will receive $25 per month; those holding a Bachelor’s degree will receive $50 per month; and those holding a Master’s degree will receive $75 per month. Employees may only collect the incentive pay for their most advanced degree, not for combinations of degrees.

17.2 Clothing and Equipment – The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members covered by the bargaining agreement. In addition, the Employer agrees to cover cleaning of all non-machine washable uniforms or uniforms exposed to bio-hazards.

17.3 Loss and Destruction – Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Items of clothing or protective devices lost or destroyed shall be replaced by the Employer where said loss or destruction was incurred as a direct result of an occurrence not due to employee’s intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee’s negligence shall be replaced by the employee.

17.4 Safety Gear – Safety gear as required by law shall be provided by Employer.

17.4.1 Protective Ballistic Vest – The City currently provides a protective ballistic vest to each officer as part of the uniform and equipment issue. It has been the City’s practice to provide a vest rated at Threat Level IIIA per 2006 NIJ standards from a City selected vendor. It has also been the City’s practice to repair and/or replace the vest and associated components if they become worn or damaged.

The City recognizes that the vests are items of personal wear and that it may benefit an officer to wear a vest other than the one that would be provided by the City. The City shall allow the purchase of a vest other than the standard issued vest by an officer. That vest must provide a minimum of Threat Level III protection. Any cost over the amount the city pays for the City provided vest will be borne by the officer. That cost shall be the price, with tax and shipping, that the City incurs when purchasing the City issued vest.

The City will select the brand, model, and vendor for the City issued vest. This package price will establish the City’s base line costs for the following twelve months. This total will establish the City’s contribution if an officer chooses to obtain a vest other than that provided by the City.

17.5 Footwear Allowance – Uniformed police personnel shall receive a footwear allowance of $200.00 per year plus tax and shipping charges.

17.6 Job Related Schooling – Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses. The Chief of Police shall have full discretion to make such accommodations.
Article 18 – Work Stoppages

18.1 Uninterrupted Performance – The Employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild, for the duration of this Agreement, shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by Employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Article 19 – Smoking Policy

19.1 Smoking on City property – The City and the Guild recognize the harmful effects of smoking. The Guild will not object nor take action to prevent the City from designating any City buildings and vehicles as no-smoking and vaping areas or prohibit smoking while in uniform.

Article 20 – Physical Fitness

20.1 Fitness Requirements – It is the intent of the parties to the Agreement to develop and agree upon mutually satisfactory physical fitness requirements as a condition of employment with the City. At either party’s request, the other agrees to negotiate the details of such a program, and both parties agree to use good faith efforts to reach an agreement.

Article 21 – Employee Rights/Disciplinary Investigation

21.1 Due Process – The employer reserves the right to suspend, discharge or take any disciplinary action against an employee covered by this Agreement for just cause and shall provide due process. The employee will not be suspended without pay unless it is pursuant to a final act of discipline initiated by the department. Placing an employee on administrative leave with pay is not an act of discipline.

21.2 Disciplinary Investigations – In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters relating to job performance the following guidelines shall be followed:

21.2.1 Interrogation. Interrogation as used herein shall mean questioning by an agent of the department who is conducting an investigation of the employee being interrogated, when the agent knows, or reasonably should know, the questioning could reasonably result in the employee being disciplined, suspended, demoted or terminated and as opposed to a routine inquiry. Prior to interrogation, an employee will be advised of their right to Guild representation and may have the representative present during interrogation.

21.2.2 Before Interrogation. An employee shall be advised in writing of the particular nature of the investigation and as to whether he/she is a witness or the subject of the investigation. This information shall be provided not less than 48 hours prior to the interrogation (excluding weekends and holidays) of the employee and will include the names and addresses or other information that shall reasonably inform them of the allegations against the said member(s) of the bargaining unit.

21.2.3 Time of Interrogation. Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

21.2.4 Place of Interrogation. Any interrogation shall take place at the department office except when impractical or otherwise agreed upon.

21.2.5 Length of Interrogation. The questioning shall not be overly long and employee shall be entitled to such intermissions as are reasonably necessary.
21.2.6 **Offensive or abusive language.** The employee shall not be subjected to any offensive language or abusive questioning.

21.2.7 **Lie Detector Test.** The employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.

21.2.8 **Tape Recording.** The department shall tape record any interrogation. The employee shall receive, upon request, a copy of their own taped statement or may furnish their own tape recorder or other recording device.

21.2.9 **Imposition of Discipline.** Where reasonably possible, discipline shall be imposed within 60 days of the completed investigation if the employee is found chargeable for violations of department policies.

21.2.10 **Waiver of Right.** Nothing herein shall be construed as a waiver of any right the Guild has to request information under the laws of the State of Washington.

21.2.11 **Good Faith.** The parties to this Agreement will work in good faith to resolve issues that arise through implementation of the Article.

21.2.12 **Use of Force Situations.** Employees involved in the use of force where deadly force or force used resulted in serious bodily injury shall be advised of their rights to and be allowed to consult with a Guild representative or attorney prior to being required to give an oral or written statement about the use of force. In such cases, no statement will be required of the employee for twenty-four (24) hours after the incident. In all other incidents where the use of any force has occurred the employee shall have three (3) hours after being informed of the rights mentioned in this Article to consult with an attorney or Guild representative or both. All oral or written statements or reports provided by Employees shall be used for internal administrative purposes only. Neither the oral or written statements or reports, nor anything derived therefrom may be used in any criminal investigation or criminal prosecution of the Employee making the statement or filing the report.

**Article 22 – Entire Agreement.**

22.1 **Entire Agreement.** The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statements, actions, or previously written or oral statement shall add to or supersede any of its provisions.

22.2 **Exercise of Rights.** Both the City and the Guild acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for the parties after the exercise of that right and opportunity are set forth in this Agreement.

22.3 **Waiver.** Both the City and the Guild, for the duration of this Agreement, each voluntarily waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

22.4 **Non-waiver.** Except as otherwise provided herein, nothing in this Agreement shall be construed as a waiver of the Guild's collective bargaining rights with respect to changes in matters which are mandatory subjects of bargaining under law.

**Article 23 – Severability**

23.1 **Severability.** If any term or provision of this Agreement is declared or adjudged by a court or administrative agency of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity will not impair or affect any other term or provision of the Agreement.
Article 24 – Agreement Duration

24.1 Term of Agreement. The Agreement shall be and remain in full force and effect from January 1, 2020 through December 31, 2022. There will be reopeners to negotiate wages and insurance benefits for 2021 and 2022. The parties agree to meet for these reopeners in September of the previous year. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS ____ DAY OF __________________, 2020

LANGLEY POLICE SERVICES GUILD

By:

______________________________
GUILD PRESIDENT, CHARLIE LIGGITT

CITY OF LANGLEY, WA

By:

______________________________
MAYOR, TIM CALLISON

To the AGREEMENT by and between
City of Langley, Washington
And
The Langley Police Services Guild
(Representing Law Enforcement Officers)
January 1, 2020 through December 31, 2022

This Appendix is supplemental to the Agreement by and between the City of Langley, Washington, hereinafter referred to as the “City” or “Employer” and the Langley Police Services Guild hereinafter referred to as the “Guild”.

A.1 The starting wage scale shall be used for the purposes of a starting wage rate for new hire or lateral officers based on their training and experience. The rate may vary within these stages as agreed upon by the Mayor, Chief of Police and officer offered the position.
A.2 Effective January 1, 2018 and each successive years, annual increases shall follow the Seattle, Tacoma, Bellevue cost of living index as agreed upon by the City and Guild. In addition, Merit increases shall be for satisfactory performance reviews. The merit percentage shall be as approved by the City Council.

A.3 The initial classification of an employee is not grievable.

City of Langley, Washington

By ____________________________

Date __________________________

Langley Police Services Guild

By ____________________________

Date __________________________
Banning Fireworks in the City of Langley

January 16th, 2020

Introduction

During my 2019 election campaign for City Council, dozens of Langley voters expressed their support for a fireworks ban due to the noisy disruption and safety issues that fireworks impose on this normally bucolic community. Every year, Langley citizens suffer through another fireworks season with the hope that city leadership will address this public safety issue.

Summary

Each year, hundreds of Washington State residents are physically injured by fireworks. Thousands are affected by fireworks due to the noise, property damage, fireworks related fires, and other damaging public losses. Wild animals, pets, and marine life are terrorized. The environment suffers. Mental health suffers. In short, Island County residents are significantly impacted. Langley residents are significantly impacted.

The solution available to municipal policy makers, concerned about the negative impact of fireworks, is to pass an ordinance that bans the sale and discharge of fireworks within city limits.

FYI: There is a one year waiting period (dictated by Washington State Law) from the time that a fireworks ban ordinance is passed to the time it becomes effective. That means that Langley must pass the ordinance by July 3rd, 2020 for it to come into effect for July 3rd, 2021.

Currently, LMC Chapter 9.05 governs fireworks in Langley.

Status Quo - Municipal Codes Banning Fireworks

<table>
<thead>
<tr>
<th>County/City</th>
<th>4th of July Sales Period</th>
<th>4th of July Discharge Period</th>
<th>Winter Sales</th>
<th>Winter Discharge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Island</td>
<td>Follows State Law</td>
<td>July 3, 9 a.m. to 11 p.m.</td>
<td>Follows State Law</td>
<td>Follows State Law</td>
</tr>
<tr>
<td></td>
<td>July 4, 9 a.m. to 12 a.m.</td>
<td>July 5, 9 a.m. to 11 p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coupeville</td>
<td>Follows State Law</td>
<td>July 4, 9 a.m. to 11 p.m.</td>
<td>Banned</td>
<td>Banned</td>
</tr>
<tr>
<td></td>
<td>except no sales July 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Langley</td>
<td>Follows State Law</td>
<td>July 4, 9 a.m. to 12 a.m.</td>
<td>Banned</td>
<td>Banned</td>
</tr>
<tr>
<td>Oak Harbor</td>
<td>Follows State Law</td>
<td>Follows State Law</td>
<td>Follows State Law</td>
<td>Follows State Law</td>
</tr>
</tbody>
</table>


Map of Surrounding Municipal and State Park Fireworks Bans

It is interesting to note that cities closest to Island County bans fireworks. Anacortes, Port Townsend, Mukilteo, Everett, Edmonds, Lynnwood, Marysville. Only Stanwood does not.
Regional Voices for a Fireworks Ban

In the summer of 2017, Oregon experienced a traumatic fire season focusing public attention on the issue of fireworks. The Eagle Creek Fire, started by careless use of fireworks caused tens of millions of dollars in damages.

The Eagle Creek Fire was a destructive wildfire in the Columbia River Gorge in the U.S. states of Oregon and Washington. The fire was started on September 2, 2017, by a 15-year-old boy igniting fireworks during a burn ban.

Burned area: Approx. 50,000 acres (202 km²)
Date(s): September 2, 2017 – November 30, 2...
Cause: Illegal use of fireworks
Location: Cascade Locks, Oregon, United Stat...

Excerpt from a Portland Mercury article by Blogger Ned Lannamman -- September 5, 2017

“Should We [Oregon] Ban Fireworks? Let’s Look at the Pros/Cons”

CONs

• Fireworks damage personal property—in some cases, catastrophically.
• Fireworks damage public property—in some cases, catastrophically.
• Fireworks create trash; the parties responsible usually do not clean up the remains.
• Fireworks terrorize our pets, very literally.
• Fireworks blow up the fingers and hands of users, even the most experienced and careful among them.
• Fireworks disrupt our neighbors with noise.
• Fireworks cause stress and worry, both in the fear of their potential danger and the suddenness of their noise. Our most vulnerable citizens, including children and war veterans, are the ones most susceptible to this stress.
• Fireworks are bad for the environment.
• Fireworks smell.
• Their packaging often enforces racial stereotypes.
• Fireworks, on occasion, can burn down close to 10,000 acres of gorgeous and scenic land (so far), cause unimaginable damage to our natural resources, cause unimaginable strain to our public resources, create states of emergency, bring our infrastructure to a skidding halt, make the air unfit to breathe, block traffic, disrupt commerce, potentially ruin the tourism-based economies of our small towns, strand hikers overnight in an incredibly dangerous and traumatic event, decimate sites that bring pride and wonder to the region, threaten our homes, dirty our streets, kill untold thousands (perhaps millions?) of wild animals and insects, encroach upon our vital water supply, and make vast swaths of pristine wilderness uninhabitable for all living things.

PROs

• Fireworks momentarily distract the most primitive part of our lizard brains with 1 to 2 seconds of sparkly lights and boom sounds. End of list.

Path Forward

• January – Draft ordinance
• February – Review and revise draft ordinance. First reading.

Enabling Motion

“Moved to direct Langley City Staff to expeditiously draft language amending LMC Chapter 9.05 to implement a ban on the discharge of fireworks by private individuals in the City of Langley in alignment with requirements from RCW Chapter 70.77 – State Fireworks Law.”

The appendix below contains the text and links to the fireworks ordinances of five surrounding communities with fireworks bans. Mukilteo’s ordinance looks particularly attractive as a model because it implements a fireworks ban with the same scope I suggest for Langley. And the language is succinct/compact.

Also, LMC Chapter 9.05 could use some clean up as it has “Findings” that refer to events that happened in 1991.

Respectfully Submitted,

Craig Cyr
Councilmember
Appendix

Surrounding Municipal Fireworks Ordinances

Mukilteo – Sale of Fireworks – Chapter 8.04

8.04.010 Fireworks defined.

As used in this chapter, the term “fireworks” means all fireworks, special fireworks, common fireworks and pyrotechnics, as defined in Chapter 70.77 RCW. (Ord. 1307 § 1 (part), 2012: Ord. 763 § 1 (part), 1993)

8.04.015 Sky lantern defined.

As used in this chapter, the term “sky lantern” means an airborne lantern typically made of paper with a wood frame containing a candle, fuel cell composed of waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. “Sky candles,” “fire balloons” and “airborne paper lanterns” mean the same as sky lanterns. (Ord. 1307 § 1 (part), 2012)

8.04.020 Sale, use and discharge of fireworks unlawful.

It is unlawful for any person to sell, use, transfer, discharge, ignite or explode any fireworks within the city; provided, that this prohibition shall not apply to the following activities, when authorized by a state license and city permit:

A. Duly authorized public displays, as provided in RCW 70.77.260; and

B. Duly authorized use by religious organizations or private organizations or persons for religious or other specific purposes on an approved date and in an approved location, as provided in RCW 70.77.311(2). (Ord. 1307 § 1 (part), 2012: Ord. 807 § 1, 1994: Ord. 763 § 1 (part), 1993)

8.04.025 Sale and use of sky lanterns unlawful.

It is unlawful for any person to sell, use, transfer, discharge or ignite any sky lantern within the city. (Ord. 1307 § 1 (part), 2012)

8.04.030 Permit required for public display.

It is unlawful for any person to hold, conduct or engage in a public display of fireworks within the city without first having obtained and being the holder of a valid permit issued pursuant to the provisions of this chapter. (Ord. 1307 § 1 (part), 2012: Ord. 763 § 1 (part), 1993)

8.04.040 Permit fees.

The fee for a public display permit for the public display of fireworks shall be fifty dollars, payable in advance. (Ord. 1307 § 1 (part), 2012: Ord. 763 § 1 (part), 1993)

8.04.050 Issuance—Nontransferable— Voiding.
Each public display permit issued pursuant to this chapter shall be valid for the specific authorized public display event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted in addition to all other sanctions provided in this code. (Ord. 1307 § 1 (part), 2012: Ord. 763 § 1 (part), 1993)

8.04.080 Application for public display permit.
Applications for a permit to hold, conduct or operate a public display of fireworks shall be made to the fire marshal at least fourteen days prior to the scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public display. (Ord. 1307 § 1 (part), 2012: Ord. 763 § 1 (part), 1993)

8.04.090 Penalty.
Violations of this chapter shall constitute a misdemeanor and be subject to the provisions contained in Mukilteo Municipal Code Chapter 1.32, General Penalties. (Ord. 1307 § 1 (part), 2012: Ord. 1083 § 6, 2003: Ord. 807 § 2, 1994)

Edmonds – Fireworks – Chapter 5.27

5.27.010 Definitions.
The definitions of Chapter 70.77 RCW as now stated or hereafter amended shall govern the construction of this chapter, when applicable. RCW 70.77.120 through and including RCW 70.77.230 as now stated or hereafter amended are adopted by this reference and a copy or the same shall be kept on file in the office of the city clerk for public use and inspection. In addition, the following term(s) are defined:

A. “Dangerous fireworks” means any firework not defined as a “common firework” under the provisions of RCW 70.77.136.

5.27.020 Sale, possession, use and discharge of fireworks unlawful.
It is unlawful for any person to sell, possess, use, transfer, discharge, ignite or explode any fireworks within the city; provided that this prohibition shall not apply to the following activities, when authorized by a state license and city permit:

A. Duly authorized public displays, as provided in RCW 70.77.260; and

B. Duly authorized use by religious organizations or private organizations or persons for religious or other specific purposes on an approved date and in an approved location, as provided in RCW 70.77.311(2). [Ord. 2888 § 1, 1993].

5.27.040 Permit required for public display.
It is unlawful for any person to hold, conduct or engage in a public display of fireworks within the city without first having obtained and being the holder of a valid permit issued pursuant to the provisions of this chapter. [Ord. 2888 § 2, 1993].

5.27.060 Permit fees.
The fee for a "public display permit" for public display of fireworks shall be $30.00 payable in advance. In addition, in the event that the location specified in the permit has unusual parameters, limitations or risks requiring inspection over and above that anticipated in the establishment of this fee (that is in excess of one hour), a charge for inspection shall be paid by the applicant equal to the actual cost of providing the inspection. See ECDC 19.75.085. [Ord. 3452 § 1, 2003; Ord. 2888 § 2, 1993].

5.27.070 Issuance – Nontransferable – Voiding.
Each public display permit issued pursuant to this chapter shall be valid for the specific authorized public display event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted in addition to all other sanctions provided in this code. [Ord. 2888 § 2, 1993].

5.27.080 Application for public display permit.
Applications for a permit to hold, conduct or operate a public display of fireworks shall be made to the Edmonds fire marshal at least 14 days prior to the scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public display. [Ord. 2888 § 2, 1993].

5.27.120 Standards for public fireworks displays.
All public fireworks displays shall conform to the following minimum standards and conditions:

A. All public fireworks displays must be planned, organized and discharged by a state-licensed pyrotechnician.

B. A permit must be obtained from the city and approved by the fire marshal or designee prior to any display of public fireworks. The permit shall include the name of the applicant and his address, the name of the pyrotechnician and his address; the exact location, date and time of the proposed display; the number, type and class of fireworks to be displayed, the manner in which the fireworks are being stored prior to the public fireworks display; and shall include the name and address of the insurance company providing the bond required.

C. A drawing shall be submitted to the fire marshal showing a plan view of the fireworks discharge site and the surrounding area within a 500-foot radius. The drawing shall include all structures, fences, barricades, streets, fields, streams and any other significant factors that may be subjected to ignition or that may inhibit firefighting capabilities.
D. When, in the discretion of the fire chief, such requirement is necessary to preserve the public health, safety and welfare, the permit may require that a city fire department pumper and a minimum of two trained city firefighters shall be on site 30 minutes prior to and after the shooting of the event. Firefighters shall receive a minimum compensation as per the Washington State Chiefs Association's fee schedule. All compensation for fire department apparatus will be as per the Washington State Chiefs Association's fee schedule and shall be designated to the Edmonds General Fund.

E. All combustible debris and trash shall be removed from the area of discharge for a distance of 300 feet in all directions.

F. All unfired or "dud" fireworks shall be disposed of in a safe manner.

G. A minimum of two 2A-rated pressurized water fire extinguishers and one fire blanket shall be required to be at the fireworks discharge site.

H. The permit may be immediately revoked at any time deemed necessary by the fire marshal or designee due to any noncompliance, weather conditions such as extremely low humidity or wind factor. The display may also be cancelled by accidental ignition of any form of combustible or flammable material in the vicinity due to falling debris from the display.

I. Areas of public access shall be determined by the fire marshal or designee and maintained in an approved manner.

5.27.140 Special effects for entertainment media.
This chapter does not prohibit the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio, or television productions, theatricals or operas when such use and display is a necessary part of the production and such person possesses a valid permit issued by the city of Edmonds to purchase, possess, transport or use such fireworks.

5.27.150 Nonprohibited acts – Signal purposes, forest protection.
This chapter does not prohibit the use of flares or fuses in connection with the operation of motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for use in forest protection activities.

5.27.160 Applicability.
The provisions of this chapter shall be applicable to the sales and use of all fireworks except toy paper caps containing not more than 25/100 grain of explosive compound for each cap and trick or novelty device not classified as common fireworks.

5.27.170 Chapter in connection with state law.
This chapter is intended to implement Chapter 70.77 RCW, and shall be construed in connection with that
law and any and all rules or regulations issued pursuant thereto.

5.27.180 Enforcement.
The fire chief, or designee, is authorized to enforce all provisions of this chapter and, in addition to
criminal sanctions or civil remedies, he may revoke any permit issued pursuant to this chapter upon any
failure or refusal of the permittee to comply with the orders and directives of the fire chief or designee,
and/or to comply with any provisions of this chapter or the requirements of the community development
code relating to temporary structures.

5.27.210 Penalty and violations.
Any person violating or failing to comply with the provisions of this chapter which does not also constitute
a violation of state law shall be guilty of a civil infraction and upon conviction thereof, shall be punished by
a fine of $50.00 for the first offense, $100.00 for the second offense, $150.00 for the third offense and
$200.00 for each offense within a three-year period. Any violation of this chapter which also constitutes a
violation of state law shall be punishable under state law penalties. In addition, any fireworks that are
involved in the violation may be confiscated. [Ord. 3027 § 1, 1995].

Anacortes – Chapter 8.16 – Sale of Fireworks

8.16.010 Restrictions on sale and possession.

Except for a properly licensed public display under Section 8.16.020, no person shall possess, discharge
or sell at wholesale or retail any fireworks within the city limit. (Ord. 2899 § 1, 2013; Ord. 2656 § 1, 2004)

8.16.015 Sky lantern defined.

As used in this chapter, the term "sky lantern" means any sky candles, fire balloons and other lanterns,
airborne lantern made of paper or other combustible material with a wood frame containing a candle, fuel
cell composed of waxy flammable material or other open flame which serves as a heat source to heat the
air inside the device to cause it to lift into the air. (Ord. 2899 § 1, 2013)

8.16.016 Sale and use of sky lanterns unlawful.

It is unlawful for any person to sell, use, transfer, discharge or ignite any sky lantern within the city or to
cause a lighted sky lantern to float into the city. (Ord. 2899 § 1, 2013)

8.16.020 Restrictions on use.
No person shall ignite, discharge, use or explode any fireworks within the city limits except for properly licensed public displays of fireworks as defined in RCW Chapter 70.77. (Ord. 2899 § 1, 2013; Ord. 2656 § 2, 2004)

8.16.030 Prohibitions.

Within the city limits, no public display shall ignite, discharge, use or explode any fireworks within three hundred feet of any city park or within three hundred feet of the city forest lands. (Ord. 2899 § 1, 2013; Ord. 2656 § 3, 2004)

8.16.040 Violations.

Any person who is convicted of violating or failing to comply with any of the provisions of this chapter shall be guilty of a civil infraction punishable by a fine of not more than two hundred fifty dollars per violation. This chapter does not affect prosecutions for chapter violations committed prior to January 1, 2005; does not waive any fee or penalty due and unpaid. (Ord. 2899 § 1, 2013; Ord. 2656 § 4, 2004)

Pt. Townsend – Chapter 9.06 – Fireworks

9.06.020 Sale, use or discharge of fireworks unlawful – Exemptions.

It shall be unlawful for any person to sell or offer to sell, or use, discharge, ignite or explode, any fireworks within the city; provided, that this prohibition shall not apply to:

A. Duly authorized public displays as authorized by a state license granted pursuant to RCW 70.77.260(2);

B. Use by individual or group for religious or other specified purpose on approved date and at approved location or as exempted under RCW 70.77.311(2); or

C. Special effects for entertainment media pursuant to RCW 70.77.535.

Nothing herein prohibits possession of fireworks. (Ord. 2810 § 1, 2002).

9.06.030 Possession or use of explosives unlawful.

It shall be unlawful for any person to possess, use, discharge, ignite or explode explosives as defined under RCW 70.74.010, except as provided permitted or authorized by Chapter 70.74 RCW (Washington State Explosives Act). (Ord. 2810 § 1, 2002).

9.06.040 Public display.

A. Permit Required for Public Display of Fireworks. It shall be unlawful for any person to hold, store for, or conduct or engage in any public display of fireworks within the city without first having obtained and being
the holder of a valid permit from the city of Port Townsend and license from the state of Washington pursuant to Chapter 70.77 RCW.

B. Permit Fee for Public Display. The annual fee for a public display and permit of fireworks shall be $250.00.

C. Issuance – Nontransferable – Voiding. Each public display permit issued pursuant to this chapter shall be valid only for the specific authorized display event, shall be used only by the designated permittee, and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit in addition to all other sanctions provided by this code and public law.

D. Application for Public Display of Fireworks. Applications for a permit to hold, conduct, or operate a public display of fireworks shall be made to the city of Port Townsend at least 45 days prior to the scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements in the standards for public display set forth herein.

E. Standards for Public Fireworks Display(s). All public fireworks displays shall conform to the following minimum standards and conditions:

1. All public fireworks displays shall be planned, organized, and discharged by a state of Washington licensed pyrotechnician;

2. A permit shall be obtained from the city of Port Townsend prior to any display of public fireworks. The permit shall include the name of the applicant and their address; the name of the pyrotechnician(s) and the respective address, state license number and expiration date; the exact location, date and time of the proposed display; the number, type and class of fireworks to be displayed; the location and manner in which the fireworks are being stored and transported prior to the public fireworks display; and shall include the name, address and insurance certification form of the insurance company providing the bond required;

3. A drawing shall be submitted to the fire chief or designee showing a plan of view of the fireworks area of discharge for a distance 70 feet for every inch of the proposed display’s largest shell diameter (minimum), in all directions;

4. The drawing shall include all structures, fences, barricades, streets, fields, waterways, and any other significant factors that may be subjected to ignition or that may inhibit firefighting capabilities;

5. The chief of the fire department may require that a fire department pumper and minimum of two trained firefighters be on site 30 minutes prior to and after discharge of any fireworks;

6. All combustible debris and trash shall be removed from the area of discharge for a distance 70 feet for every inch of the proposed display’s largest shell diameter (minimum), in all directions;
7. All dud fireworks shall be disposed of in a safe and legal manner;

8. A minimum of two minimum 2-A rated pressurized water fire extinguisher and one 3-A:40-B:C rated fire extinguisher and one fire blanket shall be required to be at the fireworks discharge site;

9. The permit may be immediately revoked at any time deemed necessary by the fire marshal or designee due to noncompliance, or weather conditions such as extremely low humidity or wind factors. The display may also be cancelled by accidental ignition of any form of combustible or flammable material in the vicinity due to falling debris from the display;

10. A cash debris bond in the amount of $500.00, conditioned upon the cleaning up of all debris and litter from the site and the adjoining area, unless for good cause the requirement is waived;

11. The chief of the fire department may stipulate additional permit requirements as deemed necessary for the public and permittee’s health, fire and life safety, and welfare.

F. Permit. Based on the investigation by the fire chief, or designee, the fire chief, or designee, shall submit a report of findings and a recommendation for or against the issuance of the permit, together with reasons, to the city council whether the display as proposed would be hazardous to property or dangerous to any person. As provided by RCW 70.77.280, the city council shall grant the application if it meets the requirements of this chapter and Chapter 70.77 RCW and applicable laws and regulations. The city council delegates to the city manager the decision to grant or deny the application. (Ord. 2810 § 1, 2002).

9.06.050 Chapter in connection with state law.
This chapter is intended to implement provisions of the Revised Code of Washington, particularly Chapter 70.77 RCW (State Fireworks Law), and shall be construed in connection with that law and any and all rules or regulations issued pursuant thereto. (Ord. 2810 § 1, 2002).

9.06.060 Enforcement.
The police chief, or designee, is authorized to enforce all provisions of this chapter and, in addition to criminal sanctions or civil remedies, may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee or any person to comply with the orders and directives of the fire chief or designee, or police officer, and/or to comply with any provisions of this chapter or other laws or regulations of the city or state. The procedures for administration and enforcement set forth in Chapter 1.20 PTMC are hereby made applicable to the enforcement of this chapter. (Ord. 2952 § 1, 2008; Ord. 2810 § 1, 2002).

9.06.070 Penalty for violations.
Any person violating or failing to comply with the provisions of this chapter is guilty of a misdemeanor.
In addition, or alternatively, violation(s) of any of the provisions of this chapter or any of the conditions imposed upon a permit issued hereunder shall subject the permittee to a daily civil penalty as provided in Chapter 1.20 PTMC. (Ord. 2952 § 1, 2008; Ord. 2810 § 1, 2002).

**Marysville – Chapter 9.20 - Fireworks**

**9.20.010 Definitions.**

The definitions of Chapter 70.77 RCW, as now enacted or subsequently amended, are adopted by reference and shall govern the construction of this chapter, when applicable. (Ord. 3014 § 1 (Exh. A), 2016).

**9.20.020 Possession, use, sale, and discharge of fireworks unlawful.**

(1) It is unlawful for any person to possess, use, sell, transfer, discharge, ignite, or explode any fireworks within the city; provided, that this prohibition shall not apply to the following activities, when authorized by a state license and city permit:

(a) Duly authorized public displays, as provided in Chapter 70.77 RCW; and

(b) Duly authorized use by religious organizations or private organizations or persons for religious or other specific purposes on an approved date and in an approved location, as provided in RCW 70.77.311, and authorized by the Marysville fire marshal.

(2) Trick and novelty devices, as defined by state law, are not fireworks for the purposes of this chapter.

(3) This chapter does not prohibit the use of torpedoes, flares, or fusees by motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for use in forest protection activities. (Ord. 3014 § 1 (Exh. A), 2016).

**9.20.030 Permit required for public display.**

It is unlawful for any person to hold, conduct or engage in a public display of fireworks within the city without first having obtained and being the holder of a valid permit issued pursuant to the provisions of this chapter. (Ord. 3014 § 1 (Exh. A), 2016).

**9.20.040 Permit fees.**

The fee for inspections related to a permit, processing, and issuing the same shall be $100.00, payable at the time of application. In addition, in the event that the location specified in the permit has unusual parameters, limitations or risks requiring inspection over and above that anticipated in the establishment of this fee (that is, in excess of one hour), a charge for inspection shall be paid by the applicant equal to the actual cost of providing the inspection and in no case more than a total of $5,000 for any one permit. (Ord. 3014 § 1 (Exh. A), 2016).
9.20.050 Issuance — Nontransferable — Voiding. Each public display permit issued pursuant to this chapter shall be valid for the specific authorized public display event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted in addition to all other sanctions provided in this code. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.060 Application for public display permit. A person desiring to make a public display of fireworks shall apply in writing for a permit to hold, conduct or operate a public display of fireworks to the Marysville fire marshal at least 30 days prior to the scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public display.

The application must include:

(1) A copy of the applicant’s Washington state pyrotechnic operator license (or the pyrotechnic operator license of the applicant’s employee who will conduct the public display);

(2) Evidence of a bond issued by an authorized surety or a certificate of public liability insurance;

(3) A drawing showing a plan view of the fireworks discharge site and the surrounding area within a 500-foot radius;

(4) The exact location, date and time of the proposed display; and

(5) The number, type and class of fireworks to be displayed, the manner in which the fireworks are being stored prior to the public fireworks display.

The fire marshal may impose other requirements on the application.

The fire marshal shall investigate whether the character and location of the display as proposed would be hazardous to property or dangerous to any person. Based on the investigation, the official shall submit a report of findings and a recommendation for or against the issuance of the permit, together with reasons, to the city council. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.070 Standards for public fireworks displays. (1) All public fireworks displays shall conform to the standards and conditions imposed by the fire marshal and city council. The minimum standards and conditions will be consistent with the International Fire Code and the fire marshal or city council may impose any other requirements that are reasonably related to public safety and fire prevention. All public fireworks displays shall comply with Chapter 70.77 RCW.
(2) All public fireworks displays must be planned, organized, and discharged by a state-licensed pyrotechnician.

(3) A permit must be obtained from the city and approved by the fire marshal or designee prior to any public display of fireworks.

(4) The permit may be immediately revoked at any time deemed necessary by the fire marshal or designee due to any noncompliance with the permit, law, or rule, weather conditions such as extremely low humidity or wind factor, accidental ignition of any form of combustible or flammable material in the vicinity of the public display due to falling debris from the display, or any other reason where the fire marshal or designee determines that public safety or fire prevention requires the public display to be cancelled.

(5) Areas of public access shall be determined by the fire marshal or designee and maintained in an approved manner. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.080 Action by city council. Upon seven days' advance written notice to the applicant, the city council shall consider the application at a public meeting. The applicant may offer testimony at the meeting, subject to the city council's rules of procedure. The city council shall consider the report and recommendations of the fire marshal and any additional evidence. The city council may deny the application if it does not meet the requirements of Chapter 70.77 RCW or this chapter or if the proposed display would be hazardous to property or dangerous to any person. The city council may impose any conditions that are reasonably related to public safety or fire prevention. The decision of the city council with respect to an application shall be final. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.090 Issuance of – Nontransferable. Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant, who thereafter shall be the permittee. The permit shall be for a specific public display with the date, time, and place specified. No permit shall be transferable without express approval by the city council. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.100 Special effects for entertainment media. Any person desiring to assemble, compound, use, or display articles pyrotechnic or special effects in the production of motion pictures, radio or television productions, or live entertainment shall apply for a permit utilizing the procedures of this chapter. Such special effects shall be under the direction and control of a pyrotechnic operator licensed by the state of Washington. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.110 Enforcement. (1) The fire chief, or designee, is authorized to enforce all provisions of this chapter and, in addition to criminal sanctions or civil remedies, he may revoke any permit issued pursuant to this chapter upon any
failure or refusal of the permittee to comply with the orders and directives of the fire chief or designee, and/or to comply with any provisions of this chapter or other requirements of the municipal code.

(2) The police chief and commissioned police officers of the Marysville police department are authorized to enforce all provisions of this chapter. (Ord. 3014 § 1 (Exh. A), 2016).

9.20.120 Penalties for violations.  
(1) Any person possessing, using, discharging, igniting, or exploding any consumer firework in violation of this chapter has committed a civil infraction.

(a) For a period of 365 days after the effective date of the ordinance codified in this chapter, a violation of this subsection shall be a Class 3 civil infraction.

(b) For the period beginning on the three-hundred-sixty-sixth day after the effective date of the ordinance codified in this chapter until the seven-hundred-thirtieth day after the effective date of the ordinance codified in this chapter, a violation of this subsection shall be a Class 2 civil infraction.

(c) Beginning on the seven-hundred-thirty-first day after the effective date of the ordinance codified in this chapter, a violation of this subsection shall be a Class 1 civil infraction.

(d) The penalties and assessments for each class of infraction shall be as set by state law. Base penalties shall be as set forth in RCW 7.80.120 as now enacted or subsequently amended. Public safety and education assessments shall be as set forth in RCW 3.62.090 as now enacted or subsequently amended. The base penalty amounts and public safety and education assessments at the time of the adoption of the ordinance codified in this chapter are shown in the table below. The table is for illustrative purposes only and the amount of the base fine and the public safety and education assessments shall be as provided by state law.

<table>
<thead>
<tr>
<th>Class</th>
<th>Base Penalty per RCW 7.80.120</th>
<th>Public Safety and Education Assessment per RCW 3.62.090(1)</th>
<th>Public Safety and Education Assessment per RCW 3.62.090(2)</th>
<th>Total Fine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>250</td>
<td>175</td>
<td>88</td>
<td>$513</td>
</tr>
<tr>
<td>Class 2</td>
<td>125</td>
<td>88</td>
<td>44</td>
<td>$257</td>
</tr>
<tr>
<td>Class 3</td>
<td>50</td>
<td>35</td>
<td>18</td>
<td>$103</td>
</tr>
</tbody>
</table>

(2) Any person selling or transferring any consumer firework in violation of this chapter is guilty of a misdemeanor.

(3) Any person possessing, using, selling, transferring, discharging, igniting, or exploding any display firework in violation of this chapter is guilty of a gross misdemeanor.

(4) Any person possessing, using, selling, transferring, discharging, igniting, or exploding any dangerous firework, as defined by state law, is guilty of a gross misdemeanor.
(5) Any fireworks that are possessed or used in violation of this chapter may be confiscated. (Ord. 3014 § 1 (Exh. A), 2016)