CITY OF LANGLEY DRAFT COUNCIL AGENDA
Monday, January 6, 2020 5:30 PM

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

2. APPROVAL OF AGENDA

3. CONSENT AGENDA
   The CONSENT AGENDA consists of routine items that normally do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.
   a. Approval of council meeting minutes of 12/16/19..................................................1-4
   b. Approval of claims warrants Nos. 388 -38 and EFTs in the amount of $115,774.35
       ........................................................................................................5-15
   c. Approval of Police Guild agreement.................................................................16-27

4. RECOGNITION/APPROCIATION

5. COMMISSION AND BOARD REPORTS/PRESENTATIONS
   a. Langley Library – Vicky Welfare, Librarian

6. CITIZEN COMMENTS *
7. MAYOR’S REPORT
8. UNFINISHED BUSINESS

9. NEW BUSINESS
   a. Election of Mayor Pro Tem for two-year term
   b. Ordinance 1062 repealing Ord 863 and LMC Chapter 2.58 – Harbor Advisory Committee – 1st reading.................................................................28-30

10. COUNCIL REPORTS
11. DISCUSSION ITEMS
   a. PW advisory committee setup.................................................................37-39

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
Council Meeting Minutes  
December 16, 2019

Mayor Callison called the meeting to order at 5:30 PM. Present were Council Members, Bruce Allen, Peter Morton, Ursula Shoudy and Dominique Emerson. Christy Korrow was out of town. Also present were Police Chief Don Lauer, Community Planning Director Brigid Reynolds, Public Works Director Stan Berryman, Finance Director/Clerk Debbie Mahler. The Mayor led the flag salute.

MOTION: To approve the agenda as amended. Swearing in of new Councilmembers and the Mayor was moved to later on the agenda Approval of Ordinance 1062 Bond was added. Motion – Allen, 2nd - Shoudy. Motion carried with all in favor.

MOTION: To approve the consent agenda. Motion - Allen, 2nd - Shoudy. Motion carried.

CONSENT AGENDA

a. Council Meeting Minutes of 12-2-19
b. Approval of Claims warrants Nos. 38817-38852 and EFTs in the amount of $28,542.84
c. Approval of payroll warrants Nos. 38743-38746 and direct deposit run (11-15/19) in the amount of $41,434.57 and Nos. 38808, 38707-38746 and direct deposit run (11-30-19) in the amount of $80,646.40
d. Confirmation of the Mayor’s re-appointment of Cathy Rooks and Dan Gulden to the DRB; Shanti Loustaunou to Parks & Open Space; Rhonda Salerno to PAB; and new appointment of Pam Schell to Historic Preservation

RECOGNITION/APPRECIATION

Mayor Callison presented Councilman Bruce Allen with a key to the City and Councilwomen Shoudy with a Mayor’s Excellence Award and presented them with glass whales from the Firehouse Glass shop.

MOTION: To adopt Resolution 804 Thanking Bruce Allen for his service to the City. Motion - Morton, 2nd - Shoudy. Motion carried with four in favor. Councilman Allen recused himself.

MOTION: To adopt Resolution 805 Thanking Ursula Shoudy for her service to the City. Motion - Allen, 2nd - Morton. Motion carried with four in favor. Councilman Shoudy recused herself.

COMMISSION AND BOARD REPORTS
Laurie Johnson of the Community Wellness Coalition from the School District talked about the Community prevention and wellness. The South Whidbey School District has received a state grant of $65,455 to reduce youth alcohol, marijuana and other drug use, and work with community members to support youth in making healthy choices. The grant, awarded by the Washington Health Care Authority’s (HCA), Division of Behavioral Health and Recovery (DBHR), includes funding for training, technical assistance, and community and school-based prevention services. South Whidbey is one of eighty-two (82) communities statewide participating in DBHR’s Community Prevention and Wellness Initiative (CPWI). The Initiative supports new or existing coalitions in partnering with parents, youth, educators, health professionals, law enforcement, faith leaders and local government. Coalitions identify their highest prevention needs, plan and implement evidence-based strategies, leverage local resources and evaluate the impact of selected programs. The most effective way to sustain a healthy community is to train young people in skills and a way to recognize those skills. Chief Lauer has participated in Dining with the Chief, once a month a student is recognized as citizen of the month and dines with the Chief. They are working on school policy on how kids affected by drugs are directed into treatment or prevention. They have also provided Trauma training, participated in national drug take back. Offer a strengthening family’s class, and partner with many other agencies on substance abuse prevention and wellness care.

CITIZEN COMMENTS

There were no comments at this time.

SWEARING IN OF COUNCIL MEMBERS & MAYOR

Debbie Mahler swore in both Thomas Gill and Craig Cyr as new Councilmembers and Mayor Callison for his second term of office. All took their oaths of office.

UNFINISHED BUSINESS

Reconsideration of WICA tourism contract for 2020

**MOTION:** To award a 2020 tourism contract to WICA in the amount of their application, $25,000. Motion – Morton, 2nd - Allen. Motion failed with a two-two tie.

Ordinance 1061 Adopting the 2020 Budget

**MOTION:** To adopt ordinance No. 1061 Adopting the 2020 Budget in the amount of $8,893,515. Motion - Emerson, 2nd - Shoudy. Motion
carried unanimously. Motion – Emerson, 2nd – Shoudy to make amendments/corrections to ordinance.

Proposal to form Public Works Advisory Committee

The formation of a regular advisory board to advise on public works issues was discussed. The board will be established by ordinance. Debbie will start preparation of an authorizing ordinance.

Approval of new Cemetery Plots

MOTION: To approve the platting of eight new green burial plots adjacent to the existing green section. Motion - Morton, 2nd - Shoudy. Motion was approved.

Bond Ordinance

MOTION: To waive the first reading and adopt Ordinance 1061 contracting indebtedness and providing for the issuance, sale and delivery of not to exceed $4,000,000 aggregated principal amount of unlimited tax general obligation bonds to provide funds to construct City-wide water management utility improvements as authorized by the qualified voters of the City at a special election held pursuant to Ordinance No. 1056 on November 5, 2019; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City’s designated representative to approve the final terms of the sale of the bonds; and providing for related matters. Motion – Emerson, 2nd – Morton. Motion was approved with all in favor.

STAFF REPORTS

Public Works – Stan Berryman reported that at the public meeting on drainage on the 10th, they discussed the engineers report about flood events. About 25 people attended. First Street construction is done for now, they will be back in January to finish before the deadline of January 27th. 2nd and Anthes change order is being approved by State DOT; County will then schedule the work. Interviewing engineers for infrastructure project and will make recommendation to council. Lights in city hall are now being changed to LEDs. Council Chambers are complete, upstairs will be finished soon.

Police – Chief Lauer reported he attended a safety forum put on by the school district. He is moving forward with application process for a new officer.

Finance – Debbie Mahler reported that the State Auditors were here for the last week. They have audited 2017 and are working on the compliance audit and will be back in January to complete the 2018 audit. Debbie has also been working on the details for bond issuance, legal issues on a public records case and finishing up the 2020 budget.
MAYOR'S REPORT

Mayor Callison reported that he did a Climate change interview with Terra Anderson on December 6th. He attended and participated in the Holly Jolly parade on Saturday the 7th and on the 12th of December he was interviewed by King 5 TV about the construction work on First Street. On the 14th he attended the Deck the Doors awards.

NEW BUSINESS

MOTION: To authorize the Mayor to sign letters for submission to the Board of Health and State Department of Health requesting extension of the comment period on PFAs and SAL contaminants in water. Motion - Emerson, 2nd - Morton. Motion passed with all in favor.

MOTION: To authorize the Mayor to sign a contract for services with the Watershed Company in the amount not to exceed $18,700 to prepare an update to the Shoreline Master Plan. Motion - Emerson, 2nd - Shoudy. Motion was approved with all in favor.

COUNCIL REPORTS

Peter Morton reported that Park and Open Space committee met on Dec 11th and discussed Seawall Park improvements, and are still talking about a temporary restroom pilot project. They discussed how and why to apply for tourism funds for that project. There is an Arts Commission Wishing Well field trip today to locate where the whale will be placed. Peter attended a Climate change meeting with legislators and others. The Citizen’s climate lobby meeting organized a faith-based community to meet with the Pope regarding climate change. Discussing whether to have a 2.0 climate discussion and what that will look like, etc.

The meeting was adjourned at 7:12 PM.

Respectfully submitted,

Debbie L. Mahler, Finance Director/Clerk
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Note: All amounts are in USD.
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</table>

**2019 - December - December - 1st Open Period**
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

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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 his/her 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 his/her 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 bimonthly 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 **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.

5.2 **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.

5.3 **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.

5.4 **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.

5.5 **Vacancy posting** – All job vacancies shall be posted for five (5) business days on a bulletin board available to all Employees.

5.6 **Seniority** – For the purposes of this agreement, seniority, unless otherwise noted is defined as continuous time with the 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.

5.7 **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 his/her 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 his/her 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:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>(First Day of January)</td>
</tr>
<tr>
<td>Marin Luther King Day</td>
<td>(Third Monday in January)</td>
</tr>
<tr>
<td>President’s Day</td>
<td>(Third Monday in February)</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>(Last Monday of May)</td>
</tr>
<tr>
<td>Independence Day</td>
<td>(July 4th)</td>
</tr>
<tr>
<td>Labor Day</td>
<td>(First Monday in September)</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>(November 11)</td>
</tr>
</tbody>
</table>
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Friday immediately following Thanksgiving)
Christmas Eve (December 24\textsuperscript{th})
Christmas Day (December 25\textsuperscript{th})

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:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 1 Year</td>
<td>6.67 hrs</td>
</tr>
<tr>
<td>2 through 4 Years</td>
<td>10 hrs</td>
</tr>
<tr>
<td>5 through 14 Years</td>
<td>13.33 hrs</td>
</tr>
<tr>
<td>15 + Years</td>
<td>16.67 hrs</td>
</tr>
</tbody>
</table>

Vacation leave will accrue during the trial period for new employees, but cannot be used or paid until the employee has satisfactorily completed their trial 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 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 layoffs, subject to City Personnel Policies. The Guild shall have the right to discuss with the Employer the reason for any layoffs 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 bi-monthly. Paychecks are issued on the 15th and last day of each month, unless such date falls on a holiday or weekend, in which case the pay day will be the next business day.

16.2 Pay Rates – All employees rate of pay shall be increased by there percent (3%) on January 1, 2015. 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 $50 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 devises 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 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 his/her 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 him/her 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 his/her 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, 2015 through December 31, 2022. There will be openers to negotiate wages and insurance benefits for 2021 and 2022. The parties agree to meet for these openers 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 _________________, 2019

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)
December 31, 2019 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.

<table>
<thead>
<tr>
<th>Wage rate</th>
<th>Starting</th>
<th>Mid</th>
<th>Top</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$24.44</td>
<td>$26.73</td>
<td>$33.82</td>
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</table>

A.2 Effective January 1, 2018 and each successive years, annual increases shall follow the Seattle, Tacoma, Bremerton 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

Langley Police Services Guild

By __________________________

By __________________________

Date __________________________

Date __________________________
CITY OF LANGLEY, WASHINGTON
ORDINANCE NO. 1062

AN ORDINANCE OF THE CITY OF LANGLEY,
WASHINGTON, repealing Ordinance No 863 and Chapter 2.58

WHEREAS, the City of Langley no longer has a City harbor and no need for a
Harbor Advisory Committee;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANGLEY,
WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 863 and Langley Municipal Code 2.58 are hereby
repealed.

Section 2. The repealed Ordinance(s) and code are set forth below:

Chapter 2.58
Harbor Advisory Board

Sections:

2.58.010 Harbor Advisory Board—Created
2.58.020 Harbor Advisory Board Purpose
2.58.030 Member Qualifications and Terms
2.58.040 Meetings
2.58.050 Officers
2.58.060 Powers, Authority and Duties of the Board
2.58.070 Annual Report to City Council

Section 2.58.010 Harbor Advisory Board—Created
There is created a Harbor Advisory Board consisting of no less than three (3) or more than six (6)
members who shall be appointed by the Mayor and such appointments shall be confirmed by City
Council. Any such member of the Harbor Advisory Board may be removed at any time by the
Mayor by and with confirmation of the City Council and shall be subject to the rules and regulations
as may be prescribed by the City Council. Up to two members of City Council may be appointed
to the Board by the Mayor as ex-officio members. (Ord. 863, 2005)

Section 2.58.020 Harbor Advisory Board—Purpose
The purpose of the Harbor Advisory Board is to provide advice to the Mayor, staff, and City
Council regarding operations and maintenance of the Langley Boat Harbor (LBH). These matters
will include but are not limited to: moorage rates and regulations; physical improvements; service
improvements; annual budgets for operations, maintenance, and capital improvements; and issues
related to signage and communication with boaters and the community. The Board shall also assist and support City staff, as appropriate, in

coordinating cooperation with other public agencies, be serving as a channel for community input related to the LBH, and in identifying and applying for grants. (Ord. 863, 2005)

Section 2.58.030——Member Qualifications and Terms
Members of the Board may be residents of Langley or the vicinity. At any time, at least two members shall be residents or property owners within the City of Langley. Each member shall have experience as a boater and/or special interest in the successful operation of the LBH. Board members shall serve for two (2) years from the date of their appointment. Terms shall be staggered so that no more than three (3) positions need be filled in any one year. The initial appointees shall determine among themselves which members will serve one year appointments and which will serve two year appointments. Board members may be re-appointed by the Mayor with confirmation by City Council. (Ord. 863, 2005)

Section 2.58.040——Meetings
A. The Harbor Advisory Board shall meet no less than four (4) time per year (approximately quarterly) and at such additional times as they determine necessary.
B. All meetings of the Board shall be open to the public and posted/published in advance.
C. For purposes of voting, a quorum shall consist of three members.
D. The Board will receive staff support from the Director of Public Works and/or a designee. (Ord. 863, 2005)

Section 2.58.050——Officers
At the first meeting of each year, the Board shall elect from the members of the Board a Chairperson and Vice Chairperson. The Chairperson shall preside at all meetings of the Board. If the Chairperson is absent then the Vice Chairperson shall preside. Officers may be re-elected to the same position for up to three consecutive terms. (Ord 863, 2005)

Section 2.58.060——Powers, Authority and Duties of the Board
The Board shall be responsible to City Council for its duties and actions but shall not exercise any administrative or supervisory powers not explicitly granted to the Board by the Council. The duties of the Board shall include, but not be limited to the following:

a. To give advisory recommendations to staff and City Council on all designs, regulations, resolutions, plans, policies, projects and proposals relating to the LBH.

b. To consult with and give advice to the Public Works Director regarding standards, policies, and programs for the operations, maintenance, and use of LBH.

c. To give advice to the City SEPA official on all plans, policies and development relating to the LBH.

d. To promote public use and awareness of the LBH.

e. To hold public meetings, as appropriate, to solicit public input for the LBH.

f. To apprise the Mayor, staff and City Council of the community’s needs and interests related to LBH.

g. In conjunction with the Public Works Department, to periodically review and, if necessary, recommend updates to the City’s Master Plan for the Boat Harbor and Environments.

ORDINANCE NO. ____________ - Page 2 of 3
h. To advise Public Works Department in resolving any complaints that arise regarding operations and maintenance of the LBH.

i. To develop recommendations for the annual LBH budget and submit to the Public Works Director.

j. To perform such other services and studies as may be reasonably requested by City Council. (Ord. 863, 2005)

Section 2.58.070 Annual Report to City Council
The Board shall make a written report to City Council on or before the Council's first meeting in March each year. The report shall summarize the Board’s activities and accomplishments for the previous calendar year (January through December) and include any general recommendations and reports as may be appropriate. (Ord. 863, 2005)

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional 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 3. Effective Date. This Ordinance shall take effect five (5) days after the date of its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LANGLEY, WASHINGTON, and approved by the Mayor at a regular meeting held the ____ day of January, 2020.

TIM CALLISON, MAYOR

ATTEST:

________________________
DEBBIE L. MAHLER
City Clerk-Treasurer

APPROVED AS TO FORM:

________________________
Michael R. Kenyon
City Attorney

PUBLISHED: South Whidbey Record - 

ORDINANCE NO. ___________ - Page 3 of 3
CITY OF LANGLEY, WASHINGTON
ORDINANCE NO. 1063

AN ORDINANCE OF THE CITY OF LANGLEY,
WASHINGTON, repealing Ordinance Nos. 121 and 460 and

WHEREAS the City of Langley no longer has a need for a criminal code as these
offenses are covered by State law;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANGLEY,
WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 121, 460 and 705 and Langley Municipal Code 9.04 are
hereby repealed.

Section 2. The repealed Ordinance(s) and code are set forth below:

Chapter 9.04

Criminal Code

Sections:

9.04.010 Abandoned refrigerators.
9.04.020 BB guns, slingshots and pellet guns.
9.04.030 Disorderly persons.
9.04.040 Expectoration.
9.04.050 Carrying firearms where intoxicating liquor is served.
9.04.060 Discharging weapon.
9.04.070 Bonfires.
9.04.080 Littering.
9.04.100 Cruelty to animals.
9.04.110 Endangering or neglecting minors.
9.04.120 False alarm—prohibited.
9.04.130 Conspiracy.
9.04.140 Violation—Penalty.
Section 9.04.010 Abandoned refrigerators.
A. It is unlawful for any person, firm or corporation to leave outside of any building or dwelling in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or any other container of any kind which has an airtight door, or lock which may not be released for opening from the inside of the icebox, refrigerator or container.
B. It is unlawful for any person, firm or corporation to leave outside of any building or dwelling in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator, or any other container of any kind which has an airtight snap lock or other device thereon without first removing the snap lock or doors from the icebox, refrigerator or container.
C. Each day such violation is committed or permitted to continue, shall constitute a separate offense and shall be punishable as provided for in this chapter.
(Ord. 121, 1960)

Section 9.04.020 BB-guns, slingshots and pellet guns.
A. The use of BB-guns, slingshots, pellet-guns or any like appliances or apparatus is prohibited in the city. Use or discharge of any such instrument either on public streets or property or on private property is prohibited, provided that it shall not be unlawful to use or discharge the apparatus on any range or field designated by the city for the use or discharge of these instruments.
B. Violation of any provision of this section is a misdemeanor.
(Ord. 160, 1985, Ord. 121, 1960)

Section 9.04.030 Disorderly persons.
The following persons enumerated in the following subsections are declared to be disorderly persons:
A. All persons fighting or quarrelling within the city limits;
B. All persons who shall resist any peace officer or policeman, or who shall refuse, when called upon, to assist him in the discharge of his duty, or who shall aid or assist any person in the unlawful custody of such police officer or policeman to escape or attempt to escape from such custody;
C. All persons who shall, by noisy, riotous or tumultuous conduct, disturb the quiet and peace of the city, or of any lawful meeting or assemblage therein;
D. All persons who shall willfully give a false alarm of fire;
E. All persons trespassing upon or injuring any park, parking strip or grass-plot;
F. All persons who shall willfully break, mar, injure or deface any building, fence, awning, window, sign, signboards, tree, flowers, grass, shrubbery or other thing of value, being the property of another in the city;
G. All persons (except police or other officers whose duty it is to make arrests) who shall carry on their persons any concealed weapon consisting of a revolver, pistol, or other firearms, or any knife other than an ordinary pocketknife, or any dirk or dagger, slingshot or metal knuckles, or any other instrument used as a weapon;
H. All persons (except peace officers as aforesaid) who shall draw, exhibit or attempt to use any deadly weapon upon, or against another person in the city with the intent to do bodily injury to such person, or to intimidate such person, except in lawful defense of person or property;
I. All persons (except peace officers as aforesaid, engaged in the lawful discharge of their duty, and persons practising at target-shooting in shooting gallery or other shooting
range which has been approved by the city council) who shall, within the city, fire off or discharge any bomb, gun, pistol or firearms of any kind, except in lawful defense of person or property;

J. Any person who, for the purpose of annoyance or mischief, shall place in any doorway or on any sidewalk, street or alley in the town, any box, barrel, cask or other thing, or who shall remove, interfere with, carry away or destroy the property of another, or who shall tear down, destroy or mutilate any notice or handbill lawfully posted in the town;

K. Any person in the town who shall lewdly and viciously cohabit with another, not the husband or wife of such person, and any person who shall be guilty of open or gross lewdness, or who shall make any open or indecent or obscene exposure of his or her person, or the person of another;

L. "Window-peekers," and for the purposes of this chapter, "window-peeker" means a person who goes upon premises within the city, tenanted or occupied by any person other than himself or herself and looks through any window or windows in the outside of any building on the premises after dusk and before daylight without permission of the tenant or occupant or lawful authority to do so;

M. It is unlawful for any person to use any language or indulge in any conduct toward another person, tending to produce a disturbance of the peace, or to challenge another person to fight;

N. It is unlawful for any person to break, injure, mar, deface, or in any manner interfere with any fire alarm, police patrol alarm, signal box, fire hydrant, or other apparatus or appliance of the fire or police department;

O. It is unlawful for any person to tie anything to, or obstruct, injure, connect with, or open, any fire hydrant in the town;

P. Any person convicted of being a disorderly person, or convicted of violating any of the provisions of this section, shall be deemed guilty of a misdemeanor, and shall be punished by a fine of not more than one hundred dollars, or imprisonment for a term not exceeding thirty days, or both such fine and imprisonment. (Ord. 121, 1960)

Section 9.04.040 Expectorate.

No person in the city shall expectorate upon any sidewalk, street, floor in public building or upon any other public place. (Ord. 121, 1960)

Section 9.04.050 Carrying firearms where intoxicating liquor is served.

A. It is unlawful for any person, other than peace officers, including any who possess a valid concealed weapons permit, to carry upon his person any firearm, revolver or pistol within a place of public accommodation where intoxicating liquor or beverages are served.

B. Violation of this section is a misdemeanor. (Ord. 460, 1985; Ord. 121, 1960)

Section 9.04.060 Discharging weapon.

A. Firing or discharging any bomb, gun, pistol or firearm of any kind is prohibited within the city except when done by peace officers, in a target range approved for that purpose by the city council, or in lawful defense of person or property.

B. Violation of this section is a misdemeanor. (Ord. 460, 1985)
Section 9.04.070 Bonfires.

No person shall make, or assist in making, any bonfire in or upon any public street or place within the city without the permission of the chief of police.
(Ord. 121, 1960)

Section 9.04.080 Littering.

No person shall throw or permit to be deposited or scattered upon any sidewalk, alley, street, bridge or public passageway, or upon any private property, any waste or other material of any kind.
(Ord. 121, 1960)

Section 9.04.090 Advertising materials—Authorization required.

No person shall locate in any way, any showcard, poster or other advertising device on public or private property in the City unless legally authorized to do so.
(Ord. 121, 1960, Ord. 705, 1995)

Section 9.04.100 Cruelty to animals.

A. No person shall overdrive, overload, drive when overloaded, overwork, torture, cruelly beat, mutilate or needlessly kill, or carry or transport in any vehicle or other conveyance in a cruel or inhuman manner, any animal, or cause any of these acts to be done.
B. No person shall fail to provide any animal in his custody with its necessary sustenance, drink, and protection from the elements, or cause any of these acts to be done.
C. No person shall abandon any animal, or cause such acts to be done.
D. No person shall poison any dogs or dog, or distribute any poison in any manner whatsoever, with the intent or purpose of poisoning any dog or dogs.
E. No person shall frighten, shoot at, wound, kill, take, capture, ensnare, net, trap or in any other manner molest or injure any song bird or insectivorous bird, or in any manner molest or injure the nest, egg or young of any such bird, or have in possession the nest, egg, young or body of such bird.
F. No person shall exhibit any stud horse or bull or other animal indecently, nor shall any person let any male animal to any female animal unless the same be done in some place fully enclosed and out of public view.
(Ord. 121, 1960)

Section 9.04.110 Endangering or neglecting minors.

No person having the care, custody, control or confidence of or influence over any child shall willfully cause or permit the life of such child to be endangered, or the health of such child to be injured, or the morals of such child to be impaired; or shall willfully cause or permit such child to be placed in such a situation, business or occupation that its life, health or morals shall be endangered; or to willfully abandon such child; or shall torture, torment, cruelly punish, or willfully or negligently deprive of necessary food, clothing or shelter, or in any manner injure such child unnecessarily; or shall neglect or leave such child in any place without proper supervision.
(Ord. 121, 1960)
Section 9.04.120 False-alarm prohibited.

A. It is unlawful for any person to use the telephone to transmit a fire alarm when he knows there is no fire or to summon police or an ambulance on the pretext that an emergency exists if he knows that there is no such emergency.

B. It is unlawful for any person to refuse to yield or surrender the use of a party telephone line to another person for the purpose of permitting such other person to report a fire or to summon police, medical or other aid in case of an emergency.

C. It is unlawful for any person to ask for or request the use of a party telephone line on the pretext that an emergency exists, knowing that no emergency in fact exists. (Ord. 121, 1960)

Section 9.04.130 Conspiracy.

A. Whenever two or more persons shall conspire to do any of the following, every such person shall be guilty of a misdemeanor:
   1. Commit a crime; or
   2. Falsely and maliciously procure another to be arrested or proceeded against for a crime; or
   3. Falsely institute or maintain any action or proceeding; or
   4. Cheat or defraud another out of any property by unlawful or fraudulent means; or
   5. Prevent another from exercising any lawful trade or calling or from doing any other lawful act, by force, threat or intimidation, or by interfering or threatening to interfere with any tool, implement or property belonging to or used by another, or with the use or employment thereof; or
   6. Commit any act injurious to the public health, public morals, trade or commerce, or for the perversion or corruption of public justice or the due administration of the law; or
   7. Accomplish any criminal or unlawful purpose or accomplish a purpose not in itself criminal or unlawful, by criminal or unlawful means.

B. In any proceeding for violation of this section, it shall not be necessary to prove that any overt act was done in pursuance of such unlawful conspiracy or combination. (Ord. 121, 1960)

Section 9.04.140 Violation Penalty.

Any person violating any of the provisions of this chapter shall be punished by a fine not exceeding one hundred dollars, or by imprisonment not exceeding thirty days, or by both such fine and imprisonment. (Ord. 121, 1960)

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional 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 3. Effective Date. This Ordinance shall take effect five (5) days after the date of its publication.
Langley Municipal Code

PASSED BY THE CITY COUNCIL OF THE CITY OF LANGLEY, WASHINGTON, and approved by the Mayor at a regular meeting held the _____ day of January, 2020.

TIM CALLISON, MAYOR

ATTEST:

DEBBIE L. MAHLER
City Clerk-Treasurer

APPROVED AS TO FORM:

MICHAEL R. KENYON
City Attorney

PUBLISHED: South Whidbey Record -
Resolution proposing a City of Langley Public Works Advisory Commission

Concept
The Langley City Council proposes by this resolution that a Public Works Advisory Commission (PWAC) be established to support the Public Works Department by acting in an advisory capacity to the Public Works Department and the City Council, enhancing two-way communication with stakeholders, benchmarking best practices among peer cities and towns, and serving as a resource to the Department.

Background
Langley has two major departments providing direct services to citizens led by Director-level managers: Community Planning and Building, and Public Works. Planning staff receive public input and other services from the Planning Advisory Board (PAB). Public Works does not currently have a citizen commission/board. Given the substantial additional public works activity to implement the $7M Langley Infrastructure Program, and the intense citizen interest in the topic, this resolution will allow the Langley City Council to formally consider an ordinance establishing a PWAC during the first quarter of 2020. The process will be guided by Langley Municipal Code 2.34 UNIFORM POLICIES FOR CITIZEN BOARDS AND COMMISSIONS. This PWAC implementation resolution suggests meeting frequency, governance and liaison structure, and meeting membership criteria. Upon completion of an ordinance, a call will go out via the Langley City web site and local media to solicit citizen interest in serving. The City Council will discuss and/or hold workshops on this subject open to the public to develop ordinance language from guidelines in this resolution. This proposed resolution language is preliminary for discussion by Councilmembers. It is intended to lead to a PWAC ordinance with appropriate legal language.

Suggested Resolution Language: In consultation with Public Works staff and the Mayor, a City of Langley Public Works Commission (PWAC) shall be established, responsible for the review and recommendation to the City Council on matters relating to:
• Capital Improvement Plan and Transportation Improvement Plan: Planning, budgeting, and prioritizing projects through both public hearings and reviews,
• Quarterly Analysis of CIP/TIP in relationship to budget and post mortem evaluation of projects.
• Utility Comprehensive Plans: Participate in the review and updating, providing opportunity for public comment and input in both the Utility Plans and in the Utilities Element of the Comprehensive Plan.
• Assist staff by providing a citizen sounding board in structuring annual Utility Rate Fee Schedule proposed updates.
• Support review and update of Public Works Policies and Procedures as related to procurement, budget and resource planning.
• Other items critical to supporting utility operations and city infrastructure as may be designated by the Public Works Department, Mayor or the City Council.

The committee shall not supplant administrative advice on policy issues to the city council but shall be in addition to staff advice. The committee shall not interfere with the administrative staff functions involving day to day operation of city utilities.

**Benchmarking:**
During the creation of PWAC proposed ordinance language, Council and Staff may conduct a review of Commissions providing similar functions to similar Washington Cities and Towns.

**PWAC Meeting Schedules**
The PWAC shall hold monthly regular meetings and such additional meetings and workshops as shall be necessary for the execution of its duties.

**PWAC Membership**
The PWAC is comprised of a voting chair and an even number of voting members and one non-voting alternate. Citizen membership in the Commission shall broadly represent the diverse interests of Langley residents, businesses, and residents of areas outside Langley that receive utility services from the Langley Public Works Department. Accordingly, the PWAC shall seek citizen representation in each of these categories:

1. Citizen residents of Langley.
2. Langley business owner/manager/ operator citizen(s).
3. A citizen residing within the Joint Planning Area (JPA).
4. When appropriate for maintaining continuity of service during PWAC formation, or when members have notified of intention to resign from PWAC, or other transient conditions, the Mayor may seat additional non-voting Alternate Member(s) within the Commission from any of these categories.
5. The PWAC Chair shall be a City Council member appointed by the Mayor.
6. The Mayor shall have the authority to designate one additional non-voting member with public works expertise from zip codes 98260, 98249, and 98236

The PWAC may have additional non-voting liaison participants part time or full time as determined by the Mayor:

- The City of Langley Public Works Director
- The City of Langley Utilities Supervisor
- One additional City of Langley City Council member
- A representative of the City of Langley Finance Department or Clerk's Office