



**Public Safety Committee Agenda
City Hall Council Chambers
104 Bridge Street South**

October 5, 2023 8:15 AM

Tod Gunther, Co-Chair/Councilmember
Don Tracy, Co-Chair/Councilmember
Scott Larson, City Administrator
Devon Gabreluk, Police Chief
Kristin Wetzel, Orting Police

Call to Order

- Approval of September 2023 Minutes

Agenda

- South Sound 911 Law Enforcement Communications Agreement
- Pierce County Radio Access Agreement
- Nuisance Ordinance
- Lateral Officer Incentives
- Monthly Crime Statistics

Additional Comments/Good of the Order

Action Items

- AB23-100 – Pierce County Radio Access Agreement: Move to October 18th, 2023 Study Session

Adjournment

Next Meeting: November 2, 2023 – 08:15 am

Orting Public Safety Committee Meeting
City Hall Council Chambers
September 7, 2023

ATTENDANCE Tod Gunther, Chair/Councilmember
 Don Tracy, Chair/Councilmember
 Scott Larson, City Administrator
 Chief Devon Gabreluk, Orting Police Dept.
 Kristin Wetzel, Orting Police Dept.

Call to Order at 8:15 AM

AGENDA ITEMS

Approval of August 2023 Minutes

East Pierce County Peer Support Team (EPCPST)

- Lt. Ed Turner briefed the committee on our department's desire to be an active participant in EPCPST. The group, formed in 2021, provides various services aimed at supporting emotional wellness for law enforcement personnel and their families. Funding for EPCPST has been provided through grants. The department's goal is to have one or two officers trained as peer support team members. In addition to Orting, the program also includes the cities of Puyallup, Sumner, Bonney Lake and Buckley.

Monthly Crime Statistics

- The committee reviewed all 374 August calls for service.

2024 Legislative Priorities

- The City Administrator briefly discussed public safety 2024 legislative priorities. He reported that several area cities have been meeting and combining efforts to lobby for some common public safety goals. He highlighted current laws regarding police pursuits, property crime and juvenile suspects as areas of mutual city/Pierce County interest. This topic will be discussed

Lateral Officer Incentives

- The committee discussed the nationwide challenges law enforcement currently faces regarding the recruitment, hiring and retention of police officers. The department highlighted particular difficulty with attracting lateral police candidates. The group discussed hiring/retention incentives. The committee requested this topic be discussed at the next committee meeting. City administration was requested to provide three or more potential incentive options.

Meeting Adjourned at 8:55 AM

DRAFT



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: SouthSound911 Dispatch Agreement	AB23-101	Public Safety	10/5/2023	
	Department:	Police		
	Date Submitted:			
	Cost of Item:	<u>N/A</u>		
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Devon Gabreluk			
Fiscal Note: None				
Attachments: Agreement Proposed by South Sound 911 to cover Communications Services, Current Agreement for Support Services				
SUMMARY STATEMENT:				
<p>South Sound 911 has requested that we sign an agreement for Law Enforcement Communications Services. They currently have an agreement on file with the City for Support Services but recently discovered that they don't have a contract on file for the communications services they have been providing to us since 2020. No new services are being proposed at this time, and Staff is in the process of reviewing the agreement with the City Attorney.</p>				
RECOMMENDED ACTION:				
None – Discussion Item Only at this time.				
FUTURE MOTION: To authorize the Mayor to sign an updated agreement with South Sound 911 for Law Enforcement Communications services.				

ORIGINAL

**SOUTH SOUND 911
LAW ENFORCEMENT
SUPPORT SERVICES AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter "SS911") and the City of Orting Police Department, (hereinafter "Law Enforcement Agency") for support services.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Support Services; and

WHEREAS, Law Enforcement Agency is in need of Support Services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Support Services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective January 1, 2020, and shall be in full force and effect until terminated under the Termination section below.
2. Support Services. SS911 shall provide services, which may include law enforcement records, firearm licensing, fingerprinting, and other services as selected by the Law Enforcement Agency.
3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:
 - A. Comply with the standard operating procedures for services as may be established from time to time by SS911 with input from Law Enforcement Agency.
 - B. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 services.
 - C. Authorize SS911 to provide service within Law Enforcement Agency's jurisdiction and, where applicable, delegate its authority to SS911 to provide such service.
 - D. Notify SS911 in writing of any changes to the Support Services being sought for the following year at least three months prior to SS911 Governing Board's approval of the Support Services fee schedule, which occurs in September.
4. Fees for Services. Law Enforcement Agency agrees to pay at least quarterly for services based on the fee schedule approved by the SS911 Governing Board. SS911 shall give at least three months advance notice of any change to its fee schedule. Law Enforcement Agency shall be notified of the fee schedule by electronic mail and it will be deemed received if email transmission was successful. It is the responsibility of the Law Enforcement Agency to notify SS911 if the fee schedule was not received.

5. Records. SS911 shall maintain all records, reports, and documents created and held under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Law Enforcement Agency regarding the request prior to its release. In the event the Law Enforcement Agency requests the record be withheld or redacted, the Law Enforcement Agency shall be liable for any and all claims, costs, or attorney's fees incurred by SS911 in complying with the Law Enforcement Agency's request.
6. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

7. Termination. This Agreement may be terminated by either Party submitting written notice to the other Party by September 1 of any year, to be effective at the end of the following calendar year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by the SS911 Governing Board.
8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

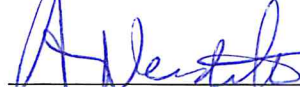
SS911	LAW ENFORCEMENT AGENCY
Janet Caviezel South Sound 911 Budget & Finance 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: Chris Gard Orting Police Department 401 Washington Avenue SE Orting, WA 98360
Phone: (253)798-2970	Phone: (253) 377- 4429
Fax: (253)798-7874	Fax: (360) 893-3129
Email: Janet.Caviezel@SouthSound911.org	Email: CGard@cityoforting.org

9. Miscellaneous Provisions.


- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- F. Entire Agreement. This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Acknowledgement. SS911 is organized pursuant to Substitute Ordinance No. 28595 of the City of Tacoma, Washington adopted on July 9, 2019, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by SS911 shall be satisfied exclusively from the assets and properties of SS911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of SS911 unless explicitly agreed to in writing by such public or private entity or agency. RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”


IN WITNESS WHEREOF the parties hereto have accepted an executed this Agreement as of the day and year written above.

SOUTH SOUND 911


 2/15/2020
Date
Andrew E. Neiditz
Executive Director

Approved as to Budget:


Janet Caviezel
Assistant Director, Administration

Approved as to Form:

Peter Beckwith
General Counsel

CITY OF ORTING

 1/29/2020
Date
Print Name:

MAYOR JOSHTUA PENNER
Print Title:

Address:
110 Train St SE
PO Box 489
Orting, WA 98360

**SOUTH SOUND 911
LAW ENFORCEMENT
COMMUNICATION SERVICES AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter “SS911”) and the ORTING POLICE DEPARTMENT (hereinafter “Law Enforcement Agency”) for 911 public safety communications.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Communication Services, including 24-hour dispatch for law enforcement; and

WHEREAS, Law Enforcement Agency is in need of Communication Services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Communication Services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective January 1, 2020, and shall be in full force and effect until terminated under the Termination section below.
2. Communication Services. SS911 shall provide the following services:
 - A. Receive and accept emergency and routine police calls from within the boundaries of areas served by Law Enforcement Agency.
 - B. Handle calls according to procedures established by SS911 with input from Law Enforcement Agency.
 - C. Maintain radio and support communications with Law Enforcement Agency from the time of the initial call until the conclusion of the emergency and provide additional assistance as needed.
 - D. Record and maintain a record of radio and telephone communications relating to all emergency incidents according to the procedures established by SS911.
 - E. The services shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this Agreement.
3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:
 - A. Comply with the standard operating procedures for services as may be established from time to time by SS911 with input from Law Enforcement Agency.

- B. Be responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
 - C. Provide and maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.
 - D. Maintain a unit identification system mutually agreed upon by Law Enforcement Agency and SS911.
 - E. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 services.
 - F. Authorize SS911 to provide service within Law Enforcement Agency's jurisdiction.
4. Fees for Services. Law Enforcement Agency agrees to pay at least quarterly for services based on the fee schedule approved by the SS911 Governing Board. SS911 shall attempt to give at least three months advance notice of any change to its fee schedule. Law Enforcement Agency shall be notified of the fee schedule by electronic mail and it will be deemed received if email transmission was successful. It is the responsibility of the Law Enforcement Agency to notify SS911 if the fee schedule was not received.
5. Records. SS911 shall maintain all records, reports, and documents created, held and maintained under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Law Enforcement Agency regarding the request prior to its release. In the event the Law Enforcement Agency requests the record be withheld or redacted, the Law Enforcement Agency shall be liable for any and all claims, costs, or attorney's fees incurred by SS911 in complying with the Law Enforcement Agency's request.
6. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.
- SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.
7. Termination. This Agreement may be terminated by either Party submitting written notice to the other Party by September 1 of any year, to be effective at the end of the following

calendar year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by the SS911 Governing Board.

8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	LAW ENFORCEMENT AGENCY
Janet Caviezel Finance Director South Sound 911 3580 Pacific Avenue Tacoma, WA 98418	Devon Gabreluk Chief of Police Orting Police Department PO Box 489 Orting, WA 98360
Phone: (253)287-4804	Phone: (360)893-3111 ext. 173
Fax: (253)287-4822	Fax:
Email: Janet.Caviezel@SouthSound911.org	Email: dgabreluk@cityoforting.org

9. Miscellaneous Provisions.

- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- F. Entire Agreement. This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

H. Acknowledgement. SS911 is organized pursuant to Substitute Ordinance No. 28595 of the City of Tacoma, Washington adopted on July 9, 2019, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by SS911 shall be satisfied exclusively from the assets and properties of SS911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of SS911 unless explicitly agreed to in writing by such public or private entity or agency. RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

IN WITNESS WHEREOF the parties hereto have accepted an executed this Agreement as of the day and year written above.

SOUTH SOUND 911

ORTING POLICE DEPARTMENT

Deborah Grady Date
Executive Director

Devon Gabreluk ate
Chief of Police

Approved as to Budget:

Address:

PO Box 489
Orting, WA 98360

Janet Caviezel
Finance Director

Approved as to Form

Peter Beckwith
General Counsel

Orting Police

FINAL 2024 ALLOCATION

Communications	\$84,660
Records Management System (RMS)	\$16,600
RMS Capital	\$13,860
Records & Permitting	\$19,380
Warrants	\$10,430

Total Costs	\$144,930
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Pierce County

Proposition No. 1

Sales And Use Tax For Improvements To Pierce County's 9-1-1 Emergency Communication System

Ballot Title

The Pierce County Council passed Resolution No. R2011-87 proposing to fund improvements to Pierce County's 9-1-1 emergency communication system. If passed, Proposition No. 1 would authorize a county-wide, one-tenth of one percent (0.1%) local sales and use tax to fund costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing and re-equipping the county's 9-1-1 emergency communication system and facilities infrastructure. Should Proposition No. 1 be approved or rejected?

Explanatory Statement

If approved by a majority of registered voters in the county, Proposition No. 1 will authorize a new, county-wide local sales and use tax to fund improvements to the county's 9-1-1 emergency communication system. The tax will be in addition to any other taxes authorized by law and will be collected from those persons subject to sales and uses taxes upon the occurrence of any taxable event within the county. The rate of tax is one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or the value of the article used, in the case of a use tax. All moneys received from the tax must be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities infrastructure.

Statement For

The system is broken:

Pierce County's existing patchwork of public safety radio communications and dispatch centers needs immediate upgrading to meet new federal and state mandates. Our system is fragmented and soon to be obsolete. Too often police and fire cannot directly communicate with each other when responding to an emergency because they use different radio systems. Coverage gaps frequently put first responders out of radio contact.

Improving public safety:

South Sound 911 will provide a seamless regional solution. Next Generation technologies - along with the merged efforts of existing, experienced dispatchers - will create efficiencies that greatly improve safety for all citizens, businesses and first responders in Pierce County.

Regional cooperation:

Police, fire and EMS leaders throughout Pierce County developed this practical, collaborative solution. Building a unified system for public safety communications and dispatch makes sense. This makes everyone in Pierce County safer.

Supported by first responders:

Please join police, fire, EMS and business groups in voting to approve South Sound 911.

Committee Members: Pat McCarthy, Paul Pastor, and Brian Sonntag,
www.fix911.org,
Citizens for South Sound 911

Statement Against

Excessive Taxes

Vote "No" on Prop-#1. Despite implications, a "No" vote will *not* result in loss of services. Pierce County had nearly *a decade* to implement the FCC mandated radio upgrades which cost only a fraction of *the millions in taxes* collected by their proposal. Their *agenda has ballooned* to include new buildings, long term financing, and revenue generation.

Alternate Agenda and Excuses

This plan is filled with *deceptive language* and *misdirection*. The proponents use words like "safety," "stream-line" and "cost-effective," and expect the voters to look no further. There are alternate solutions available which are fair, transparent and accountable. The people of Pierce County deserve a well-planned and fiscally-responsible system.

Undisclosed Additional Taxes

Most people will pay *another new tax* for every 911 call. Proponents *refuse to disclose* these fees. All of us will pay *more taxes* with no guarantee of improved or even equal service.

South Sound 911: A Disastrous Plan

Taxpayers shouldn't bear the burden of *Pierce County's failure* to plan.

Committee Members: Chris McNutt, Ron Morehouse, and Barbara Williamson, 253-271-8060,
Info@ReasonableGovernment.com,
www.ReasonableGovernment.com,
The Committee for Reasonable Government

Rebuttal of Statement Against

The county and its cities and towns *each* face huge costs to comply with federal mandates and changing radio industry standards. Police, fire and EMS leaders spent 18+ months developing a collaborative, common-sense solution that *consolidates* dispatch centers, *coordinates* radio purchases and makes every citizen and business *safer*. Critics just want to protect their turf and ignore the obvious benefits of regionalizing the 911 system. Get the straight facts about South Sound 911 at www.fix911.org.

Committee Members: Pat McCarthy, Paul Pastor, and Brian Sonntag,
www.fix911.org,
Citizens for South Sound 911

Rebuttal of Statement For

Their *only* true statement is they need to upgrade soon; due to procrastination. The mandate only calls for radios, *not extravagant buildings*. This upgrade costs \$20 million. We'd be *taxed over \$500 million*. Those upgrades which *are* required will happen without Pierce County's hostile takeover. They've *invented problems* to justify *their greed*, not address compliance/public-safety. South Sound 911 was *only "developed"* by those who benefit most, *excluding everyone else*. Join Police/Fire/EMS/Dispatch that are *Voting No*.

Committee Members: Chris McNutt, Ron Morehouse, and Barbara Williamson, 253-271-8060,
Info@ReasonableGovernment.com,
www.ReasonableGovernment.com,
The Committee for Reasonable Government



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Pierce County Radio Access Agreement/Fees	AB23-100	Public Safety	October 5, 2023	
	Department:	Police		
	Date Submitted:			
Cost of Item:	<u>\$ 18,169.94</u>			
Amount Budgeted:	<u>\$ 0</u>			
Unexpended Balance:	<u>\$ 0</u>			
Bars #:	N/A			
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: No change in funding				
Attachments: Proposed Pierce County System Access Agreement, Original proposition #1 document.				
SUMMARY STATEMENT:				
<p>Pierce County requests that the City agree to the payment of an annual fee for Police Department radios to access the County-Wide Radio Network. In 2011, Pierce County voters approved Proposition No. 1, a resolution that authorized a county-wide, one-tenth of one percent (0.1%) local sales and use tax to provide funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities infrastructure throughout Pierce County. The aging radio infrastructure owned by Pierce County, Tacoma, and Puyallup (the "SYSTEM OWNERS") that was in place before prop-1 used funds generated by prop-1 to upgrade those systems and continues to use these funds for ongoing maintenance. In 2015, the SYSTEM OWNERS began requesting user agencies to pay a per-radio fee to utilize the radio network. Per-radio access fees being requested by Pierce County totals approximately \$18,169.94 annually. Historically, the City has decided not to pay these fees as it believes the Proposition #1 sales and use tax covers these costs.</p> <p>For these reasons, staff recommends that the City not enter into this agreement with Pierce County.</p>				
RECOMMENDED ACTION: Move Forward to the October 18 th , 2023 study session.				
FUTURE MOTION: <i>To decline to enter into an agreement with Pierce County to pay radio system access fees totaling approximately \$19,000.00 annually.</i>				

SYSTEM ACCESS AND USE AGREEMENT (SAA)

Between

PIERCE COUNTY (COUNTY)

And

CITY OF ORTING

This System Access and Use Agreement ("Agreement") is made by and between the County and City of Orting ("Subscriber Agency") for access by Subscriber Agency's approved mobile and portable radios and associated approved equipment to the Single County-Wide Communication System ("SCWCS").

1. OVERVIEW

The SCWCS consists of, but is not limited to, the following Subsystems associated to the 700, 410 VHF, and UHF systems:

P25 Master Site	Microwave	Fiber
Networking	Radio Infrastructure	Recording
Key Management	Wireless Data	Spectrum Assets

2. RECITALS

- 2.1 Subscriber Agency desires to access the SCWCS for public safety, first responder, and public service communications, using its approved mobile and portable radios and associated approved equipment on a non-exclusive shared basis with County and other Subscribers of the SCWCS.
- 2.2 County desires to provide Subscriber Agency access to the SCWCS for such use under the terms and conditions provided herein.
- 2.3 Subscriber Agency agrees to compensate County for its share of access to and use of the SCWCS through payment of a Subscriber Agency Fee as provided herein.

3. AGREEMENT

In consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the Parties, and other good consideration, it is mutually agreed as follows:

4. COUNTY RESPONSIBILITIES

- 4.1 County represents that the SCWCS coverage reliability target area is designed to deliver a high Digital Audio Quality. COUNTY will maintain the SCWCS in accordance with current industry standards as established by manufacturer's certified design. Subscriber Agency acknowledges

that coverage will vary from location to location because COUNTY cannot guarantee one hundred percent (100%) coverage.

- 4.2 COUNTY will provide, install, test, maintain, upgrade and replace the SCWCS, perform COUNTY's System Administrator responsibilities, and will take reasonable steps to meet the Original Equipment Manufacturer design, maintenance and security requirements. COUNTY will operate and administer the SCWCS in compliance with applicable FCC Rules.
- 4.3 COUNTY will provide to Subscriber Agency notice of any SCWCS planned upgrades, maintenance or enhancements. As a part of this notice, COUNTY will advise Subscriber Agency of potential SCWCS outages or impacts that will affect Subscriber Agency's access to and use of the SCWCS.

5. SUBSCRIBER AGENCY RESPONSIBILITIES

- 5.1 Subscriber Agency acknowledges and agrees that its access to and use of the SCWCS is on a non-exclusive, shared basis with other Subscriber Agencies of the SCWCS, including County (collectively, "COUNTY Parties" or "COUNTY"). Subscriber Agency agrees that it will operate its equipment so as not to cause undue interference with any other Subscriber Agency of the SCWCS.
- 5.2 Subscriber Agency shall perform its own communications coverage study to ensure that it is fully aware of the coverage within its operational area. Therefore, Subscriber Agency accepts the SCWCS coverage "as is".
- 5.3 Subscriber Agency shall assume responsibility for all Subscriber Agency employees, contractors, subcontractors and agents having access to and use of the SCWCS.
- 5.4 Subscriber Agency agrees that its access to and use of the SCWCS shall at all times comply with the rules and regulations of Part 90 of the Federal Communication Commission Rules and Regulations for public safety, first responder, and public service Subscriber Agency communications, including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC; all decisions and orders of the FCC applicable to the SCWCS and Subscriber Agency's access to and use thereof, including all FCC technical requirements applicable to its use of the system; and the Communications Act of 1934, as amended ("FCC Rules"). Subscriber Agency will immediately cease any operation that is contrary to the FCC Rules.
- 5.5 Subscriber Agency shall notify COUNTY of any FCC correspondence or inquiries on matters that relate to its access to or use of the SCWCS within five (5) business days of Subscriber Agency's receipt thereof.
- 5.6 Subscriber Agency shall notify the COUNTY Point of Contact individuals on Exhibit A, attached hereto and incorporated herein, within twenty-four (24) hours of any outages, malfunctions, errors or any other functional problems that impact Subscriber Agency's ability to communicate or operate its services using the SCWCS.
- 5.7 Subscriber Agency shall notify COUNTY Point of Contact individuals on Exhibit A within twenty-four (24) hours of the loss or theft of any subscriber units.

- 5.8 Subscriber Agency shall appoint and identify on Exhibit A a primary and secondary contact as the Subscriber Agency’s Point of Contact individuals to serve as its liaison to COUNTY. These Point of Contact individuals shall be responsible for:
- (a) Authorizing template modifications;
 - (b) Providing fleet mapping data for record-keeping purposes;
 - (c) Providing after hour emergency telephone numbers; and
 - (d) Attending Customer Advisory Committee and other meetings necessary for the safe and efficient operation of SCWCS.
- 5.9 Subscriber Agency assumes all costs and responsibilities for providing Subscriber Agency subscriber units (portables, mobiles, base stations, and consolettes) that access the SCWCS. Subscriber Agency may only use subscriber equipment that is compatible with and does not impact the capability and daily operations of the SCWCS and has been approved by COUNTY.
- (a) Subscriber Agency is responsible for acquiring its own Subscriber equipment.
 - (b) Subscriber Agency is responsible for proper Preventive Maintenance (“PM”) and repair of its equipment. Proper PM and repair will assure that Subscriber Agency’s equipment is in optimal operating order and will not have an adverse impact on the use of the SCWCS by other Subscriber Agencies.

6. SUBSCRIBER FEE

- 6.1 Subscriber Agency’s SCWCS fee for 2023, which is based on an annual per unit cost of \$534.41, shall be as follows (“Subscriber Fee”):

Subscriber Count	Annual System Access Fee
34	\$18,169.94

- 6.2 This annual fee shall be paid on or before February 28, 2023, without setoff or deduction, based on Subscriber counts from 2021. Access fee is subject to timely receipt of sales tax revenue from South Sound 911 as provided in Pierce County’s 2022-23 Biennial Budget. The access fee may need to be adjusted if the supporting revenue is not received from South Sound 911 in a timely manner.

7. DURATION, CANCELLATION & TERMINATION

- 7.1 The term of this Agreement shall be one (1) year, from January 1, 2023 through December 31, 2023. This Agreement may be terminated by COUNTY or Subscriber Agency with ninety (90) days advance written notice.
- 7.2 If this Agreement is terminated for any reason, COUNTY will provide reasonable assistance, to the extent requested by Subscriber Agency, to facilitate the transfer of services to another system or provider.

8. INTERRUPTION OF SERVICE; FORCE MAJEURE

- 8.1 Except as provided in this Section 8.1, COUNTY shall not be liable to Subscriber Agency or any other person for any loss or damage, regardless of cause. COUNTY does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of COUNTY or its subcontractors, including but not limited to acts of God, governmental entities or public enemies, strikes or unusually severe weather conditions. In the event of any failure or delay attributable to the fault of COUNTY or its subcontractors, Subscriber Agency's sole remedy shall be limited to the pro rata portion of the Subscriber Fee during the time of such failure or delay. Notwithstanding any other provision contained in this Agreement, Subscriber Agency agrees that no pro rata reduction of the Subscriber Fee shall be made for a single failure or delay of forty-eight (48) hours or less.

9. LIMITATIONS OF LIABILITY; INDEMNIFICATION

- 9.1 In no event shall COUNTY's liability under, arising out of or relating to this Agreement exceed the amount paid by Subscribing Agency to COUNTY for access to and use of the SCWCS. In no event will COUNTY be liable for lost profits, loss of use, loss of data, cost of procurement of substitute services, or any other special, incidental, indirect or consequential damages, however caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability) or otherwise.
- 9.2 Subscriber Agency acknowledges that the radio service of this Agreement uses radio channels to transmit voice and data communications and that the service may not be completely private. COUNTY shall not be liable to Subscriber Agency for any claims, losses, damages or costs which may result from lack of privacy on the SCWCS.
- 9.3 Subscriber Agency agrees to indemnify and save COUNTY harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the SCWCS by Subscriber Agency or those using Subscriber Agency's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of the Subscriber Agency with the facilities of COUNTY or any carrier; and against all other claims arising out of any act or omission of Subscriber Agency in connection with the facilities or service provided by COUNTY.
- 9.4 The Parties to this Agreement verify that they and their customers accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding the SCWCS or its affects.
- 9.5 Subscriber Agency agrees to release, defend, indemnify and hold harmless COUNTY, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney's fees, of any nature arising directly or indirectly out of this Agreement, the SCWCS or the services provided by COUNTY under this Agreement, including without limitation, claims for personal injury or wrongful death.

10. NOTICES

- 10.1 All notices given under this Agreement, except for emergency service requests, shall be in writing. All notices must be sent to COUNTY and Subscriber Agency POC at the addresses provided in Exhibit A.

11. MISCELLANEOUS

- 11.1 **Modification:** COUNTY, upon ninety (90) days advance written notice to Subscriber Agency, may modify this Agreement. Terms in this Agreement that are specific to a Subscriber Agency may be modified by a written amendment signed by both Parties.
- 11.2 **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.
- 11.3 **Change of Law:** Subscriber Agency recognizes that applicable FCC Rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, COUNTY in its sole discretion has the right without liability to modify this Agreement to comply with any such changes.
- 11.4 **Assignment:** This Agreement is for the Subscriber Agency and may not be assigned in whole or in part by Subscriber Agency to any other person or entity, without COUNTY's prior express consent, which shall not be unreasonably withheld. COUNTY reserves the right to assign this Agreement or subcontract any of its obligations hereunder.

12. Optional Upgrades, Repair, Maintenance and Installation

- 12.1 Maintenance, repair, upgrade and installation of radio communications subscriber equipment, upon notice from Subscriber Agency, will be supported through the Pierce County Radio Shop.

PIERCE COUNTY

CONTRACT SIGNATURE PAGE

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2023.

SUBSCRIBER AGENCY:

Agency Signature Date

Name: _____

Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Approved:

Finance Date

Department Director Date
(less than \$250,000)

County Executive (over \$250,000)
Date

EXHIBIT A: CONTACT INFORMATION

SUBSCRIBER AGENCY POINT OF CONTACT INFORMATION

FOR 24 X 7, AFTER-HOURS EMERGENCY CONTACT PURPOSES

PRIMARY CONTACT NAME	
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	
MOBILE PHONE	
HOME PHONE	
PRIMARY EMAIL	
ALTERNATE EMAIL	

SECONDARY CONTACT NAME	
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	
MOBILE PHONE	
HOME PHONE	
EMAIL	
ALTERNATE EMAIL	

COUNTY POINT OF CONTACT INFORMATION

FOR 24 X 7, AFTER-HOURS EMERGENCY CONTACT PURPOSES

PRIMARY CONTACT NAME	On Call Technician
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	(253) 798-7111
MOBILE PHONE	
HOME PHONE	
PRIMARY EMAIL	
ALTERNATE EMAIL	

SECONDARY CONTACT NAME	Pierce County Emergency Management, Duty Officer
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	(253) 798-7470
MOBILE PHONE	
HOME PHONE	
EMAIL	
ALTERNATE EMAIL	

Pierce County

Proposition No. 1

Sales And Use Tax For Improvements To Pierce County's 9-1-1 Emergency Communication System

Ballot Title

The Pierce County Council passed Resolution No. R2011-87 proposing to fund improvements to Pierce County's 9-1-1 emergency communication system. If passed, Proposition No. 1 would authorize a county-wide, one-tenth of one percent (0.1%) local sales and use tax to fund costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing and re-equipping the county's 9-1-1 emergency communication system and facilities infrastructure. Should Proposition No. 1 be approved or rejected?

Explanatory Statement

If approved by a majority of registered voters in the county, Proposition No. 1 will authorize a new, county-wide local sales and use tax to fund improvements to the county's 9-1-1 emergency communication system. The tax will be in addition to any other taxes authorized by law and will be collected from those persons subject to sales and uses taxes upon the occurrence of any taxable event within the county. The rate of tax is one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or the value of the article used, in the case of a use tax. All moneys received from the tax must be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities infrastructure.

Statement For

The system is broken:

Pierce County's existing patchwork of public safety radio communications and dispatch centers needs immediate upgrading to meet new federal and state mandates. Our system is fragmented and soon to be obsolete. Too often police and fire cannot directly communicate with each other when responding to an emergency because they use different radio systems. Coverage gaps frequently put first responders out of radio contact.

Improving public safety:

South Sound 911 will provide a seamless regional solution. Next Generation technologies - along with the merged efforts of existing, experienced dispatchers - will create efficiencies that greatly improve safety for all citizens, businesses and first responders in Pierce County.

Regional cooperation:

Police, fire and EMS leaders throughout Pierce County developed this practical, collaborative solution. Building a unified system for public safety communications and dispatch makes sense. This makes everyone in Pierce County safer.

Supported by first responders:

Please join police, fire, EMS and business groups in voting to approve South Sound 911.

Committee Members: Pat McCarthy, Paul Pastor, and Brian Sonntag,
www.fix911.org,
Citizens for South Sound 911

Statement Against

Excessive Taxes

Vote "No" on Prop-#1. Despite implications, a "No" vote will *not* result in loss of services. Pierce County had nearly *a decade* to implement the FCC mandated radio upgrades which cost only a fraction of *the millions in taxes* collected by their proposal. Their *agenda has ballooned* to include new buildings, long term financing, and revenue generation.

Alternate Agenda and Excuses

This plan is filled with *deceptive language* and *misdirection*. The proponents use words like "safety," "stream-line" and "cost-effective," and expect the voters to look no further. There are alternate solutions available which are fair, transparent and accountable. The people of Pierce County deserve a well-planned and fiscally-responsible system.

Undisclosed Additional Taxes

Most people will pay *another new tax* for every 911 call. Proponents *refuse to disclose* these fees. All of us will pay *more taxes* with no guarantee of improved or even equal service.

South Sound 911: A Disastrous Plan

Taxpayers shouldn't bear the burden of *Pierce County's failure* to plan.

Committee Members: Chris McNutt, Ron Morehouse, and Barbara Williamson, 253-271-8060,
Info@ReasonableGovernment.com,
www.ReasonableGovernment.com,
The Committee for Reasonable Government

Rebuttal of Statement Against

The county and its cities and towns *each* face huge costs to comply with federal mandates and changing radio industry standards. Police, fire and EMS leaders spent 18+ months developing a collaborative, common-sense solution that *consolidates* dispatch centers, *coordinates* radio purchases and makes every citizen and business *safer*. Critics just want to protect their turf and ignore the obvious benefits of regionalizing the 911 system. Get the straight facts about South Sound 911 at www.fix911.org.

Committee Members: Pat McCarthy, Paul Pastor, and Brian Sonntag,
www.fix911.org,
Citizens for South Sound 911

Rebuttal of Statement For

Their *only* true statement is they need to upgrade soon; due to procrastination. The mandate only calls for radios, *not extravagant buildings*. This upgrade costs \$20 million. We'd be *taxed over \$500 million*. Those upgrades which *are* required will happen without Pierce County's hostile takeover. They've *invented problems* to justify *their greed*, not address compliance/public-safety. South Sound 911 was *only "developed"* by those who benefit most, *excluding everyone else*. Join Police/Fire/EMS/Dispatch that are *Voting No*.

Committee Members: Chris McNutt, Ron Morehouse, and Barbara Williamson, 253-271-8060,
Info@ReasonableGovernment.com,
www.ReasonableGovernment.com,
The Committee for Reasonable Government

TITLE 5
PUBLIC HEALTH AND SAFETY

CHAPTER 1
NUISANCES

SECTION:

5-1-1: Purpose; Construction

5-1-2: Definitions

5-1-3: Public Nuisances Declared

5-1-4: Offensive Noise Disturbances ¹ (Rep. by Ord. 2015-971, 8-26-2015)

5-1-5: Prohibited Conduct

5-1-6: Enforcement; Notice

5-1-7: Abatement Of Nuisances

5-1-8: Violation; Penalty

5-1-9: Remedies Not Exclusive

Notes

¹ 1. See chapter 8 of this title.

5-1-1: PURPOSE; CONSTRUCTION:

This chapter shall be deemed an exercise of the police power of the City and is deemed necessary for the continued peace, health and welfare of the City. Therefore, all of its provisions shall be liberally construed for the accomplishment of such purposes. (1973 Code § 8.16.010)

5-1-2: DEFINITIONS:

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

ABATE: To repair, replace, remove, destroy or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the Enforcement Officer, or designee(s) in his or her judgment, determines is necessary in the interest of the general health, safety and welfare of the community.

BUILDING MATERIALS: Means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing materials, paint, solvents, fuel, cleaners, and similar materials.

CONSIDERABLE NUMBER OF PERSONS: Three (3) or more persons from different households.

ENFORCEMENT OFFICER: The building inspector of the City of Orting or his or her designee.

PERSON: An individual, group of individuals, corporation, government or governmental agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.

PREMISES: Any building, lot, parcel, real estate or land or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, planting strips, and permanent BMPs (see section 9-5A-4 of this code for definition of BMP).

PROPERTY: Any object of value that a person may lawfully acquire and hold, and/or any land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, grounds, vacant lots, facilities, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent.

PUBLIC NUISANCE: A thing, act, omission to act, occupation, or use of property which:

- A. Annoys, injures or endangers the comfort, repose, health or safety of the public;
- B. Offends public decency;
- C. Unlawfully interferes with, obstructs, or renders dangerous for passage any stream, river, channel, public park, square, street, alley, highway or sidewalk;
- D. In any way renders the public insecure in life or use of property.

RESPONSIBLE PERSON: Unless otherwise defined, any of the following: any person who has titled ownership of the property or structure which is subject to this chapter; an occupant in control of the property or structure which is subject to this chapter; a developer, builder, or business operator or owner who is developing, building, or operating a business on the property or in a structure which is subject to this chapter; a mortgagee that has filed an action in foreclosure on the property that is subject to the regulation, based on breach or default of the mortgage agreement, until title to the property is transferred to a third party; a mortgagee of property that is subject to the regulation and has not been occupied by the owner, the owner's tenant, or a person having the owner's permission to occupy the premises for a period of at least ninety (90) days; and/or any person who has control over the property and/or who has created, caused, participated in, or has allowed a violation to occur.

(1973 Code § 8.16.020; amd. Ord. 2016-995, 9-28-2016; Ord. 2019-1057, 1-8-2020)

5-1-3: PUBLIC NUISANCES DECLARED:

A. Declaration Of Nuisance: Each of the conditions listed in subsection B of this section, unless otherwise permitted by law, is declared to constitute a public nuisance.

B. Nuisances Enumerated: Whenever the Enforcement Officer determines that any of these conditions exist upon any premises, the officer may require or provide for the abatement thereof pursuant to this chapter: the erecting, maintaining, using, placing, depositing, causing, allowing, leaving or permitting to be or remain in or upon any private lot, building, structure, or premises, or in or upon any street, avenue, alley, park, parkway or other public or private place in the City, any one or more of the following places, conditions, things or acts to the prejudice, danger, or annoyance of others:

1. Manure Or Rubbish Accumulations: Accumulations of manure or rubbish except a compost pile so covered or concealed as not to affect the health, safety or depreciation of adjoining property;

2. Burning Refuse Or Hay:

a. Burning or disposal of refuse, sawdust or other material in such a manner to cause or permit ashes, sawdust, soot or cinders to be cast upon the streets or alleys of the City, or to cause or permit dense smoke, noxious fumes, ashes, soot or gases arising from such burning to become annoying or injurious to the health, comfort, or repose of the general public;

b. The depositing or burning or causing to be deposited or burned in any street, alley, sidewalk, park, parkway, or other public place which is open to travel, any hay, straw, grass, grass clippings, paper, wood, boards, boxes, leaves, manure, or other rubbish or material;

3. Animal Carcasses: Carcasses of animals not buried or destroyed within twenty four (24) hours after death;

4. Stagnant Water: Ponds or pools of stagnant water;

5. Snow And Ice On Sidewalks: All snow and ice not removed from public sidewalks within a reasonable time after the snow and ice have ceased to be deposited thereon;

6. Tree Limbs Overhanging Sidewalks: All limbs of trees overhanging a public sidewalk which are less than ten feet (10') above the surface of said sidewalk, or overhanging a City street which are less than twelve feet (12') above the surface of said street;

7. Vines Or Climbing Plants Growing Into Streets: The existence of any vines or climbing plants growing into or over any street, public hydrant, pole or elect roller, or the existence of any shrub, vine or plant, growing on, around or in front of any hydrant, standpipe, sprinkler system connection or any other appliance or facility provided for fire protection purposes in such a way as to obscure the view thereof or impair the access

thereto; or obstruct or interfere with the proper diffusion from the light from any streetlamp;

8. Obstructing Streets: Any use of property abutting on a public street or sidewalk or any use of public street or sidewalk which causes any obstructing of traffic and the free use of the streets or sidewalks; provided, that this subsection shall not apply to events, programs or parades authorized by the City Council;

9. Poisonous Substances: Any poisonous or harmful substance which is reasonably accessible to persons or to animals;

10. Nauseous Pens Or Stables: The keeping, using or maintaining of any pen, stable, lot, place or premises in which any hog, sheep, goat, cattle, mink, fox, chinchilla, nutria, fowl or in which any other animal or bird may be confined or kept, in such a manner as to be nauseous, foul or offensive to any considerable number of persons;

11. Animals Making Noises: See section 5-8-5 of this title;

12. Dead Or Diseased Trees And Shrubs:

a. The existence of any dead, diseased, infested or dying tree that may constitute a danger to property or persons;

b. All shrubs, bushes, trees or vegetation which has grown and died and which is a fire hazard;

13. Weeds: All grass and/or weeds which exceed twelve inches (12") in height in a nonagricultural use;

14. Horticultural Pests: The existence of caterpillar infestations or other horticultural pests;

15. Blackberry Vines: Premises overgrown with blackberry vines;

16. Building Materials Storage; Permit: The storage or keeping on any premises for more than sixty (60) days of any used or unused building materials, without a special permit from the building inspector; provided, that nothing herein shall:

a. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion;

b. Prohibit such storage without a permit on the premises of a bona fide lumberyard, dealer of building materials or other commercial enterprise when the same is permitted under the zoning ordinance and other applicable ordinances;

c. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws;

17. Dilapidated Fence: The existence of any fence or other structure or thing on private property abutting or fronting upon any public street, sidewalk or place which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition;

18. Drainage Onto Sidewalk: The existence of any drainage onto or over any sidewalk or public pedestrian way;

19. Privies And Cesspools: Privies, vaults, cesspools, sumps, pits, or like places;

20. Trash Or Abandoned Materials:

a. Any tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire, pipe, metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, and all other trash or abandoned material, unless the same is kept in covered bins or metal receptacles approved by the building inspector;

b. Any trash, litter, rags, accumulations of empty barrels, boxes, crates, packing cases, mattresses, bedding excelsior, packing hay, straw, or other packing material, lumber not neatly piled, scrap iron, tin, pipe, and other metal not neatly piled;

21. Dangerous Buildings: Any unsightly and dangerous building, billboard or other structure, or any old, abandoned or partially destroyed building or structure, or any building or structure commenced and left unfinished;

22. Junkyards Or Dumping Grounds Not Properly Fenced: All places not properly fenced which are used or maintained as junkyards or dumping grounds, or for the wrecking, disassembling, repair or rebuilding of automobiles, trucks, tractors or machinery of any kind, or for the storing or leaving of worn out, wrecked or abandoned automobiles, trucks, tractors, or machinery of any kind or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which said places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others;

23. Discarded Vehicles: Deposit, keep or leave or to permit to be deposited, kept or left in any place accessible to children, or in any place viewable from a public street or alley, any abandoned, unused, nonrunning or discarded automobile, truck or other such vehicle, or any vehicle hulk or any part thereof. For the purposes of this subsection "abandoned, unused, nonrunning" refers to a vehicle which is not movable under its own power and which has been in a stationary position for more than fourteen (14) days;

24. Repairing Vehicles On Streets: Repair of an automobile, truck or other motor vehicle of any kind upon the public streets, alleys or other public property of the City;

25. Unwholesome Meat Or Hides: Any putrid, unsound or unwholesome bones, meat, hides, skins, or the whole or any part of any dead animal, fish or fowl, butcher's trimmings and offal, or any waste vegetable or animal matter in any quantity, garbage, human excreta or other offensive substance; provided, nothing contained in this chapter shall prevent the temporary retention of waste in receptacles in the manner approved by the building inspector of the City;

26. **Offensive Businesses:** The erection, continuance or use of any building, room or other place in the City for the exercise of any trade, employment or manufacture which, by occasioning noxious exhalations, offensive odors or other annoyances, is discomforting or offensive or detrimental to the health of individuals or of the public;

27. **Playing Mechanical Musical Instrument To Attract Customers:** The playing or causing to be played, in front of any building where any show, moving picture exhibition or theatrical performance is given, or in the open vestibule or area of any building, of any automatic or mechanical musical instrument for the attraction of customers;

28. **Loudspeakers, Unnecessary Use:** Making, causing or permitting to be made by means of any speaker or other sound amplifying device, or horn or other mechanical device, or by outcry, loud speaking, singing or by any other means of discordant and unnecessary noise of any kind which annoys any considerable number of persons lawfully in the immediate area;

29. **Abandoned Excavations:** Any unguarded or abandoned excavation, pit, well, or holes which would endanger safety.

C. **Prevention Of Nuisances:** In addition to the nuisances declared in subsection B of this section, all violations of City of Orting ordinances are found and declared to be detrimental to the public health, safety, and welfare and are further found and declared to be nuisances. It is unlawful and a violation of this chapter, whether by act or omission, to cause, create, maintain, suffer, or allow a nuisance to occur, exist, or remain. Nuisances create public harm. Prevention and correction of nuisances are necessary to prevent public harm. (Ord. 2019-1042, 2-27-2019)

5-1-4: OFFENSIVE NOISE DISTURBANCES 1 :

(Rep. by Ord. 2015-971, 8-26-2015)

Notes

1 1. See chapter 8 of this title.

5-1-5: PROHIBITED CONDUCT:

It shall be unlawful for any responsible person or owner to create, permit, maintain, suffer, carry on or allow, upon any premises, any of the acts or things declared by this chapter to be a public nuisance. (1973 Code § 8.16.040)

5-1-6: ENFORCEMENT; NOTICE:

The Enforcement Officer, upon receipt of a written complaint of any public nuisance, shall cause any owner or other responsible person to be notified of the existence of a public nuisance on any premises and shall direct the owner or other responsible person to abate the condition within ten (10) calendar days after notice or other reasonable period, whether shorter or longer in time than ten (10) days, as determined by the Enforcement Officer. The notice shall be substantially in the following form:

NOTICE TO ABATE UNSAFE OR UNLAWFUL CONDITION

(Name and address of person notified)

As owner, agent, lessee or other person occupying or having charge or control of the building, lot or premises at _____ you are hereby notified that the undersigned pursuant to Ordinance No. _____ of the City of Orting has determined that there exists upon or adjoining said premises the following condition contrary to the provisions of subsection _____ of Ordinance No. _____ :

You are hereby notified to abate said condition to the satisfaction of the undersigned within ten days of the date of this notice. If you do not abate such condition within ten days the city will abate the condition at your expense.

Abatement is to be accomplished in the following manner:

Dated: _____ (Name of enforcement officer)

By

(1973 Code § 8.16.050; amd. 1996 Code)

5-1-7: ABATEMENT OF NUISANCES:

A. Abatement By City: In all cases where the Enforcement Officer has determined to proceed with abatement, ten (10) days after giving notice the City shall acquire jurisdiction to abate the condition at the person's expense as herein provided. Upon the abatement of the condition or any portion thereof by the City, all the expenses thereof shall constitute a civil debt owing to the City jointly and severally by such of the persons who have been given notice as herein provided. The debt shall be collectible in the same manner as any other civil debt owing to the City. (1973 Code § 8.16.060)

B. Abatement By Owner Or Other Responsible Person: If and when an owner or other responsible person shall undertake to abate any condition described in this chapter, whether by order of the Enforcement Officer or otherwise, all needful and legal conditions pertinent to the abatement may be imposed by the Enforcement Officer. It is unlawful for the owner or other responsible person to fail to comply with such conditions. Nothing in this chapter shall relieve any owner or other responsible person of the obligation of obtaining any required permit to do any work incidental to the abatement. (1973 Code § 8.16.070)

C. Immediate Danger; Summary Abatement: Whenever any condition on or use of property causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the public or a significant portion thereof, the Enforcement Officer shall have the authority to summarily and without notice abate the same. The expenses of such abatement shall become a civil debt against the owner or other responsible party and be collected as provided in subsection A of this section. (1973 Code § 8.16.080)

5-1-8: VIOLATION; PENALTY:

A. Violation; Misdemeanor: Every act or omission by a person responsible for compliance with any of the provisions of this chapter, any provision of a rule or regulation adopted pursuant thereto, a civil regulatory order issued pursuant to this chapter, or any provision or condition of an approval issued or granted pursuant to this chapter, shall constitute a misdemeanor.

B. Violation; Civil Violation; Civil Infraction: Any act or omission by a person responsible for compliance with any of the provisions of this chapter, any provision of a rule or regulation adopted pursuant thereto, a civil regulatory order issued pursuant to this chapter, or any provision or condition of an approval issued or granted pursuant to this chapter, shall constitute a violation and shall be subject to enforcement as a civil infraction or civil violation pursuant to title 1, chapters 13, "Code Enforcement", and 4, "Penalties", of this Code.

C. Every Act A Separate Violation: Every act or omission which constitutes an offense or violation under this chapter shall constitute a separate violation or offense for each and every day during any portion of which the act or omission constituting the offense or violation is committed, continued or permitted. (Ord. 912, 9-14-2011; amd. Ord. 2015-971, 8-26-2015)

5-1-9: REMEDIES NOT EXCLUSIVE:

The remedies prescribed in this chapter are in addition to all other remedies provided or authorized by law. (1973 Code § 8.16.100)



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Lateral Incentives	AB23-XX	PS		
		9.7.23		
		10.5.23		
	Department:	Administration		
	Date Submitted:	9.1.23 9.29.23		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Scott Larson			
Fiscal Note: TBD				
Attachments: None				
SUMMARY STATEMENT:				
<p>This item is to continue our discussion around lateral hiring incentives. Prior discussion revolved around providing additional sick and vacation banks, and also monetary hiring bonuses.</p> <p>9.29.23 – Another idea that has been pitched would be to provide a retirement healthcare benefit to officers that have certain qualifying events (tenure, retirement, etc.).</p>				
RECOMMENDED ACTION: Continue discussion and policy direction.				
FUTURE MOTION: TBD				

IncidentNo	CallDate	CallTime	Type_Text
2324400014	9/1/2023	0:08:08	BURGLARY ALARM - COMMERCIAL
2324400083	9/1/2023	1:01:01	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324400272	9/1/2023	4:21:21	SECURITY CHECK
2324400289	9/1/2023	4:49:49	SECURITY CHECK
2324400571	9/1/2023	8:28:28	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324400664	9/1/2023	9:17:17	FOLLOW UP
2324401072	9/1/2023	12:08:08	UNWANTED PERSON
2324401151	9/1/2023	12:31:31	CITIZEN FLAG DOWN
2324401420	9/1/2023	14:03:03	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2324401426	9/1/2023	14:05:05	FOLLOW UP
2324401986	9/1/2023	17:20:20	WELFARE CHECK
2324402878	9/1/2023	23:36:36	SECURITY CHECK
2324500005	9/2/2023	0:02:02	SECURITY CHECK
2324500603	9/2/2023	9:35:35	IDENTITY THEFT
2324500731	9/2/2023	10:32:32	ANIMAL COMPLAINT (GENERAL)
2324500743	9/2/2023	10:34:34	ANIMAL COMPLAINT (GENERAL)
2324501096	9/2/2023	13:14:14	FOLLOW UP
2324501211	9/2/2023	13:59:59	INFORMATION FOR BOTH POLICE AND FIRE
2324502077	9/2/2023	19:50:50	TRAFFIC STOP
2324502110	9/2/2023	20:01:01	TRAFFIC STOP
2324502147	9/2/2023	20:16:16	TRAFFIC STOP
2324502158	9/2/2023	20:20:20	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324502174	9/2/2023	20:26:26	TRAFFIC STOP
2324502251	9/2/2023	20:57:57	TRAFFIC STOP
2324502293	9/2/2023	21:11:11	TRAFFIC STOP
2324502416	9/2/2023	22:03:03	PARTY - ADULT
2324502415	9/2/2023	22:03:03	SUSPICIOUS - VEHICLE
2324502467	9/2/2023	22:30:30	TRAFFIC STOP
2324502473	9/2/2023	22:32:32	PARKING PROBLEM
2324600380	9/3/2023	4:59:59	SUSPICIOUS - PERSON
2324600439	9/3/2023	6:22:22	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324600583	9/3/2023	8:36:36	SUICIDE THREAT
2324600715	9/3/2023	9:58:58	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324600754	9/3/2023	10:17:17	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324600959	9/3/2023	12:11:11	MOTOR VEHICLE THEFT
2324601320	9/3/2023	15:09:09	SECURITY CHECK
2324601339	9/3/2023	15:17:17	FOLLOW UP
2324601769	9/3/2023	18:44:44	DISORDERLY - VERBAL ALTERCATION
2324602159	9/3/2023	21:54:54	TRAFFIC STOP
2324602253	9/3/2023	22:44:44	TRAFFIC STOP
2324700111	9/4/2023	1:13:13	SECURITY CHECK
2324700115	9/4/2023	1:19:19	SECURITY CHECK
2324700454	9/4/2023	7:39:39	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324701421	9/4/2023	15:28:28	HARASSMENT
2324701611	9/4/2023	16:42:42	WELFARE CHECK
2324702060	9/4/2023	19:52:52	TRAFFIC STOP
2324702117	9/4/2023	20:10:10	TRAFFIC STOP
2324702141	9/4/2023	20:19:19	TRAFFIC STOP
2324702172	9/4/2023	20:31:31	TRAFFIC STOP
2324702304	9/4/2023	21:20:20	911 HANG-UP/OPEN LINE
2324702344	9/4/2023	21:36:36	TRAFFIC STOP
2324702387	9/4/2023	21:57:57	911 HANG-UP/OPEN LINE
2324800274	9/5/2023	4:34:34	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324800469	9/5/2023	7:29:29	MVC - NON INJURY
2324800785	9/5/2023	9:57:57	INFORMATION FOR POLICE
2324800964	9/5/2023	10:55:55	FOLLOW UP
2324800963	9/5/2023	10:55:55	WELFARE CHECK
2324801029	9/5/2023	11:14:14	911 HANG-UP/OPEN LINE

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2324801028	9/5/2023	11:14:14	CITIZEN FLAG DOWN
2324801033	9/5/2023	11:15:15	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324801039	9/5/2023	11:19:19	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324801307	9/5/2023	13:06:06	FOLLOW UP
2324801553	9/5/2023	14:41:41	911 HANG-UP/OPEN LINE
2324801610	9/5/2023	15:01:01	PHONE MESSAGE FOR OFFICER
2324801778	9/5/2023	16:07:07	WELFARE CHECK
2324802164	9/5/2023	18:43:43	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324802247	9/5/2023	19:21:21	RUNAWAY
2324802512	9/5/2023	21:19:19	TRAFFIC STOP
2324900686	9/6/2023	9:13:13	CITIZEN FLAG DOWN
2324901208	9/6/2023	12:45:45	INFORMATION FOR POLICE
2324901502	9/6/2023	14:39:39	FOUND PROPERTY
2324901572	9/6/2023	15:03:03	CITIZEN ASSIST
2324901872	9/6/2023	17:09:09	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2324901915	9/6/2023	17:35:35	PARKING PROBLEM
2324902003	9/6/2023	18:06:06	FOLLOW UP
2324902107	9/6/2023	18:57:57	DVV - VERBAL DOMESTIC
2324902569	9/6/2023	22:51:51	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2324902611	9/6/2023	23:12:12	SUSPICIOUS - PROWLER
2324902639	9/6/2023	23:42:42	ASSAULT NO WEAPON ~ NOT IN PROGRESS
2325000055	9/7/2023	0:58:58	MVC - FATALITY
2325000106	9/7/2023	1:37:37	BURGLARY ALARM - COMMERCIAL
2325000139	9/7/2023	2:12:12	911 HANG-UP/OPEN LINE
2325000144	9/7/2023	2:17:17	CITIZEN ASSIST
2325000257	9/7/2023	4:37:37	CITIZEN ASSIST
2325000641	9/7/2023	8:46:46	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325000688	9/7/2023	9:04:04	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325000729	9/7/2023	9:20:20	FOLLOW UP
2325001220	9/7/2023	12:21:21	ABUSE - CHILD OR ADULT
2325001889	9/7/2023	16:47:47	ANIMAL COMPLAINT (GENERAL)
2325001939	9/7/2023	17:14:14	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2325001970	9/7/2023	17:28:28	PARKING PROBLEM
2325001980	9/7/2023	17:29:29	PARKING PROBLEM
2325002169	9/7/2023	18:55:55	DUI
2325002205	9/7/2023	19:11:11	WELFARE CHECK
2325100005	9/8/2023	0:01:01	SECURITY CHECK
2325100063	9/8/2023	0:51:51	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325100141	9/8/2023	2:12:12	DISORDERLY - ROAD RAGE
2325100344	9/8/2023	6:40:40	PHONE MESSAGE FOR OFFICER
2325100394	9/8/2023	7:11:11	MVC - INJURY OR UNK INJURY
2325100986	9/8/2023	11:45:45	AGENCY ASSIST
2325101333	9/8/2023	13:54:54	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2325102470	9/8/2023	21:44:44	SUICIDE THREAT
2325200390	9/9/2023	7:14:14	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2325200438	9/9/2023	7:43:43	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325200634	9/9/2023	9:56:56	PARKING PROBLEM
2325200903	9/9/2023	12:14:14	911 HANG-UP/OPEN LINE
2325201248	9/9/2023	14:55:55	PARKING PROBLEM
2325201691	9/9/2023	17:47:47	911 HANG-UP/OPEN LINE
2325201755	9/9/2023	18:18:18	FOLLOW UP
2325201757	9/9/2023	18:19:19	ANIMAL COMPLAINT (GENERAL)
2325201852	9/9/2023	18:56:56	ANIMAL COMPLAINT (GENERAL)
2325201859	9/9/2023	18:58:58	EXTORTION
2325202117	9/9/2023	20:30:30	HARASSMENT
2325300281	9/10/2023	3:50:50	TRAFFIC STOP
2325300306	9/10/2023	4:17:17	TRAFFIC STOP
2325300408	9/10/2023	6:27:27	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325300653	9/10/2023	9:54:54	CIVIL CHILD CUSTODY

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2325300958	9/10/2023	12:38:38	DVV - VERBAL DOMESTIC
2325301225	9/10/2023	14:45:45	ANIMAL ABUSE
2325301468	9/10/2023	16:50:50	RAPE ~ NOT IN PROGRESS
2325301732	9/10/2023	18:37:37	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2325301864	9/10/2023	19:32:32	SECURITY CHECK
2325302384	9/10/2023	23:49:49	SECURITY CHECK
2325400481	9/11/2023	7:44:44	SHOPLIFT
2325400710	9/11/2023	9:27:27	CHECK/CREDIT CARD FRAUD
2325400945	9/11/2023	11:10:10	VANDALISM
2325401242	9/11/2023	13:02:02	ABUSE - CHILD OR ADULT
2325401316	9/11/2023	13:31:31	ALARM OTHER
2325401481	9/11/2023	14:32:32	THEFT
2325401504	9/11/2023	14:39:39	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325401541	9/11/2023	15:00:00	SEX OFFENDER VERIFICATION
2325401566	9/11/2023	15:07:07	SEX OFFENDER VERIFICATION
2325401587	9/11/2023	15:12:12	SEX OFFENDER VERIFICATION
2325401696	9/11/2023	15:47:47	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2325402076	9/11/2023	18:15:15	SUSPICIOUS - PERSON
2325402208	9/11/2023	19:06:06	TRAFFIC STOP
2325402231	9/11/2023	19:18:18	TRAFFIC STOP
2325402354	9/11/2023	20:13:13	TRAFFIC STOP
2325402386	9/11/2023	20:28:28	TRAFFIC STOP
2325402407	9/11/2023	20:40:40	TRAFFIC STOP
2325402495	9/11/2023	21:21:21	RUNAWAY
2325500782	9/12/2023	9:56:56	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325501099	9/12/2023	12:08:08	CHECK/CREDIT CARD FRAUD
2325501281	9/12/2023	13:10:10	WELFARE CHECK
2325501426	9/12/2023	14:04:04	MOTOR VEHICLE THEFT
2325501641	9/12/2023	15:24:24	FOLLOW UP
2325501729	9/12/2023	15:59:59	JUVENILE PROBLEM (GENERAL)
2325501756	9/12/2023	16:09:09	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2325501863	9/12/2023	16:47:47	CIVIL ISSUE
2325501885	9/12/2023	16:58:58	CIVIL ISSUE
2325501908	9/12/2023	17:09:09	HAZARD - MISCELLANEOUS
2325502227	9/12/2023	19:24:24	INFORMATION FOR POLICE
2325502276	9/12/2023	19:48:48	TRAFFIC STOP
2325502609	9/12/2023	22:40:40	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325502622	9/12/2023	22:48:48	SUBJECT STOP - SUBJECT IN VEHICLE
2325502684	9/12/2023	23:26:26	NOISE COMPLAINT
2325600174	9/13/2023	3:16:16	WELFARE CHECK
2325600401	9/13/2023	7:30:30	EXTORTION
2325600456	9/13/2023	7:55:55	ANIMAL COMPLAINT (GENERAL)
2325600699	9/13/2023	9:38:38	DVV - VERBAL DOMESTIC
2325600756	9/13/2023	10:02:02	FOLLOW UP
2325600981	9/13/2023	11:29:29	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325601154	9/13/2023	12:37:37	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325601396	9/13/2023	14:04:04	SECURITY CHECK
2325601431	9/13/2023	14:18:18	FOLLOW UP
2325601814	9/13/2023	16:41:41	FOLLOW UP
2325601898	9/13/2023	17:15:15	ANIMAL COMPLAINT (GENERAL)
2325602221	9/13/2023	19:26:26	TRAFFIC STOP
2325602245	9/13/2023	19:34:34	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325602315	9/13/2023	20:02:02	TRAFFIC STOP
2325602347	9/13/2023	20:18:18	TRAFFIC STOP
2325602370	9/13/2023	20:30:30	TRAFFIC STOP
2325602410	9/13/2023	20:45:45	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325602460	9/13/2023	21:06:06	TRAFFIC STOP
2325602491	9/13/2023	21:26:26	SECURITY CHECK
2325700383	9/14/2023	7:19:19	TRAFFIC STOP

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2325700389	9/14/2023	7:22:22	TRAFFIC STOP
2325700391	9/14/2023	7:22:22	TRAFFIC STOP
2325700408	9/14/2023	7:28:28	TRAFFIC STOP
2325700421	9/14/2023	7:32:32	TRAFFIC STOP
2325700441	9/14/2023	7:38:38	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325700437	9/14/2023	7:38:38	TRAFFIC STOP
2325700445	9/14/2023	7:40:40	TRAFFIC STOP
2325700454	9/14/2023	7:46:46	ANIMAL COMPLAINT (GENERAL)
2325700457	9/14/2023	7:47:47	TRAFFIC STOP
2325700464	9/14/2023	7:49:49	TRAFFIC STOP
2325700527	9/14/2023	8:15:15	TRAFFIC STOP
2325700548	9/14/2023	8:23:23	TRAFFIC STOP
2325700557	9/14/2023	8:26:26	TRAFFIC STOP
2325700559	9/14/2023	8:28:28	TRAFFIC STOP
2325700578	9/14/2023	8:36:36	TRAFFIC STOP
2325700582	9/14/2023	8:39:39	TRAFFIC STOP
2325700585	9/14/2023	8:39:39	TRAFFIC STOP
2325700607	9/14/2023	8:47:47	TRAFFIC STOP
2325700622	9/14/2023	8:53:53	TRAFFIC STOP
2325700630	9/14/2023	8:54:54	TRAFFIC STOP
2325700656	9/14/2023	9:03:03	TRAFFIC STOP
2325700658	9/14/2023	9:05:05	TRAFFIC STOP
2325700661	9/14/2023	9:05:05	TRAFFIC STOP
2325700681	9/14/2023	9:12:12	TRAFFIC STOP
2325700711	9/14/2023	9:24:24	TRAFFIC STOP
2325700732	9/14/2023	9:33:33	TRAFFIC STOP
2325700748	9/14/2023	9:40:40	TRAFFIC STOP
2325700749	9/14/2023	9:40:40	TRAFFIC STOP
2325700755	9/14/2023	9:44:44	TRAFFIC STOP
2325700763	9/14/2023	9:45:45	TRAFFIC STOP
2325701336	9/14/2023	13:29:29	FOLLOW UP
2325701383	9/14/2023	13:42:42	FOLLOW UP
2325701430	9/14/2023	13:57:57	911 HANG-UP/OPEN LINE
2325701684	9/14/2023	15:36:36	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325701778	9/14/2023	16:05:05	CITIZEN FLAG DOWN
2325701805	9/14/2023	16:14:14	ANIMAL COMPLAINT (GENERAL)
2325702081	9/14/2023	18:06:06	PARKING PROBLEM
2325702322	9/14/2023	19:46:46	CITIZEN ASSIST
2325702340	9/14/2023	19:54:54	FOLLOW UP
2325702744	9/14/2023	23:08:08	DISORDERLY - VERBAL ALTERCATION
2325702775	9/14/2023	23:35:35	SECURITY CHECK
2325800015	9/15/2023	0:13:13	MVC - INJURY OR UNK INJURY
2325800513	9/15/2023	8:01:01	GRAFFITI
2325800609	9/15/2023	8:55:55	THEFT
2325800871	9/15/2023	10:39:39	THREATS
2325800928	9/15/2023	10:57:57	DVV - VERBAL DOMESTIC
2325800954	9/15/2023	11:05:05	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325801510	9/15/2023	14:27:27	SUICIDE THREAT
2325801715	9/15/2023	15:36:36	SEX OFFENDER VERIFICATION
2325801871	9/15/2023	16:34:34	FOLLOW UP
2325801906	9/15/2023	16:52:52	NOTIFICATION
2325801957	9/15/2023	17:13:13	DUI
2325801976	9/15/2023	17:23:23	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325802307	9/15/2023	19:22:22	UNWANTED PERSON
2325802348	9/15/2023	19:40:40	SUBJECT STOP
2325802384	9/15/2023	19:56:56	FOLLOW UP
2325802696	9/15/2023	22:09:09	DISORDERLY - VERBAL ALTERCATION
2325802695	9/15/2023	22:09:09	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2325900007	9/16/2023	0:04:04	SECURITY CHECK

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2325900715	9/16/2023	10:31:31	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2325901029	9/16/2023	13:01:01	DVV - VERBAL DOMESTIC
2325901338	9/16/2023	15:05:05	SECURITY CHECK
2325901436	9/16/2023	15:53:53	PARKING PROBLEM
2325901506	9/16/2023	16:21:21	PARKING PROBLEM
2325901921	9/16/2023	19:00:00	FOLLOW UP
2325901941	9/16/2023	19:10:10	ANIMAL COMPLAINT (GENERAL)
2325902013	9/16/2023	19:37:37	911 HANG-UP/OPEN LINE
2325902141	9/16/2023	20:20:20	NOISE COMPLAINT
2325902203	9/16/2023	20:47:47	TRAFFIC STOP
2325902454	9/16/2023	22:26:26	NOISE COMPLAINT
2325902458	9/16/2023	22:29:29	TRAFFIC STOP
2325902510	9/16/2023	22:56:56	TRAFFIC STOP
2325902551	9/16/2023	23:13:13	TRAFFIC STOP
2325902593	9/16/2023	23:33:33	TRAFFIC STOP
2326000630	9/17/2023	9:20:20	FRAUD/FORGERY
2326000752	9/17/2023	10:47:47	PHONE MESSAGE FOR OFFICER
2326000969	9/17/2023	12:31:31	UNWANTED PERSON
2326000970	9/17/2023	12:32:32	CITIZEN ASSIST
2326001091	9/17/2023	13:24:24	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2326001473	9/17/2023	16:14:14	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326001589	9/17/2023	17:04:04	DISORDERLY - VERBAL ALTERCATION
2326001737	9/17/2023	18:07:07	TRAFFIC STOP
2326001797	9/17/2023	18:32:32	PARKING PROBLEM
2326001859	9/17/2023	19:04:04	CITIZEN FLAG DOWN
2326001891	9/17/2023	19:14:14	CITIZEN ASSIST
2326001929	9/17/2023	19:28:28	SUSPICIOUS - PERSON
2326001948	9/17/2023	19:41:41	SUBJECT STOP
2326002257	9/17/2023	22:13:13	CITIZEN ASSIST
2326100449	9/18/2023	6:44:44	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326100523	9/18/2023	7:30:30	RUNAWAY
2326100528	9/18/2023	7:34:34	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2326100779	9/18/2023	9:49:49	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2326100882	9/18/2023	10:24:24	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326101163	9/18/2023	12:03:03	WELFARE CHECK
2326101569	9/18/2023	14:31:31	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326101730	9/18/2023	15:38:38	ANIMAL AT LARGE
2326101803	9/18/2023	16:08:08	AGENCY ASSIST
2326101873	9/18/2023	16:39:39	WELFARE CHECK
2326102357	9/18/2023	20:15:15	RUNAWAY PICK UP
2326102581	9/18/2023	21:56:56	SUSPICIOUS - PROWLER
2326102650	9/18/2023	22:29:29	RUNAWAY PICK UP
2326102809	9/18/2023	23:57:57	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326200089	9/19/2023	1:17:17	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326200508	9/19/2023	7:44:44	ANIMAL COMPLAINT (GENERAL)
2326200832	9/19/2023	9:43:43	SHOPLIFT ~ JUST OCCURRED
2326201512	9/19/2023	13:55:55	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326201720	9/19/2023	15:08:08	CITIZEN ASSIST
2326201807	9/19/2023	15:38:38	ANIMAL COMPLAINT (GENERAL)
2326202328	9/19/2023	19:08:08	SECURITY CHECK
2326202472	9/19/2023	20:11:11	CITIZEN ASSIST
2326202858	9/19/2023	23:15:15	SECURITY CHECK
2326300576	9/20/2023	8:47:47	CIVIL ISSUE
2326300945	9/20/2023	11:11:11	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326301045	9/20/2023	11:53:53	ANIMAL ABUSE
2326301212	9/20/2023	12:54:54	SUSPICIOUS - VEHICLE
2326301303	9/20/2023	13:31:31	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326301305	9/20/2023	13:32:32	FOLLOW UP
2326301338	9/20/2023	13:44:44	FIRE (CALL TRANSFERRED TO FIRE PSAP)

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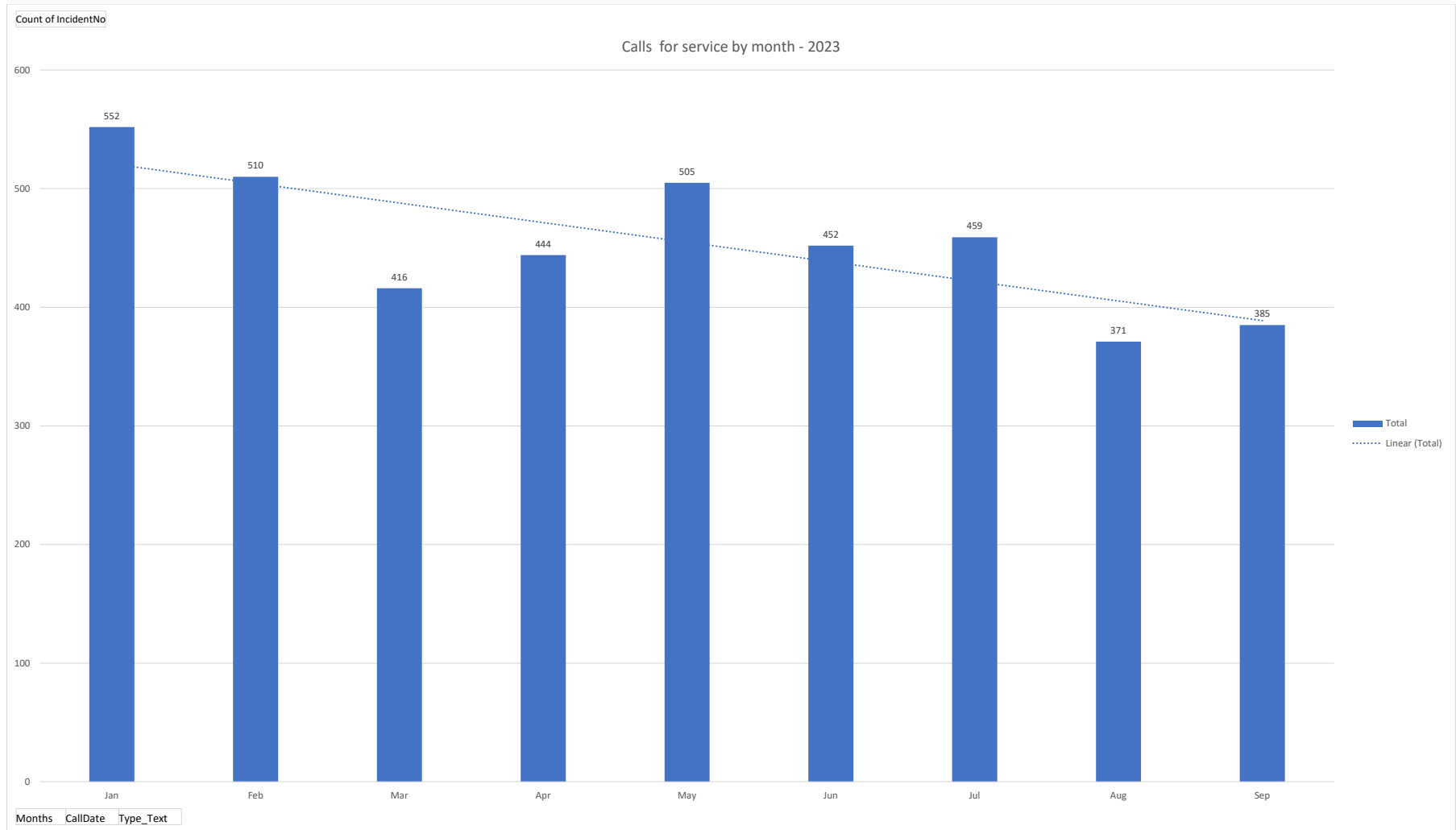
2326301725	9/20/2023	16:22:22	WELFARE CHECK
2326302245	9/20/2023	19:34:34	SUSPICIOUS - VEHICLE
2326302315	9/20/2023	20:01:01	SUSPICIOUS - VEHICLE
2326400375	9/21/2023	6:18:18	ALARM OTHER
2326400700	9/21/2023	8:55:55	WELFARE CHECK
2326400779	9/21/2023	9:14:14	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326400925	9/21/2023	10:17:17	911 HANG-UP/OPEN LINE
2326401067	9/21/2023	11:06:06	LEWD CONDUCT
2326401107	9/21/2023	11:20:20	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326401167	9/21/2023	11:42:42	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326401441	9/21/2023	13:19:19	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326401582	9/21/2023	14:07:07	SECURITY CHECK
2326401599	9/21/2023	14:12:12	THEFT - FROM VEHICLE
2326401632	9/21/2023	14:25:25	CITIZEN FLAG DOWN
2326401659	9/21/2023	14:34:34	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326401795	9/21/2023	15:23:23	OFF ROAD VEHICLE COMPLAINT
2326402090	9/21/2023	17:22:22	THREATS
2326402370	9/21/2023	19:05:05	CIVIL ISSUE
2326402474	9/21/2023	19:53:53	FOLLOW UP
2326402494	9/21/2023	20:07:07	TRAFFIC STOP
2326402663	9/21/2023	21:25:25	FOLLOW UP
2326500721	9/22/2023	9:28:28	MOTOR VEHICLE THEFT
2326501102	9/22/2023	12:15:15	FOLLOW UP
2326501612	9/22/2023	15:32:32	SUSPICIOUS - PERSON ~ NOT IN PROGRESS
2326502008	9/22/2023	18:02:02	OFF-DUTY
2326502278	9/22/2023	19:59:59	CIVIL ISSUE
2326502610	9/22/2023	22:08:08	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326502792	9/22/2023	23:56:56	SECURITY CHECK
2326600261	9/23/2023	3:49:49	SECURITY CHECK
2326600281	9/23/2023	4:03:03	DUI
2326600291	9/23/2023	4:16:16	TRAFFIC STOP
2326600298	9/23/2023	4:28:28	TRAFFIC STOP
2326600800	9/23/2023	10:44:44	FOUND NARCOTICS
2326600845	9/23/2023	11:04:04	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326600948	9/23/2023	11:58:58	ABUSE - CHILD OR ADULT
2326600997	9/23/2023	12:18:18	DVV - VERBAL DOMESTIC
2326601392	9/23/2023	15:05:05	SECURITY CHECK
2326602463	9/23/2023	23:24:24	SECURITY CHECK
2326602471	9/23/2023	23:28:28	PARKING PROBLEM
2326602498	9/23/2023	23:47:47	SECURITY CHECK
2326700081	9/24/2023	1:10:10	DVV - VERBAL DOMESTIC
2326700103	9/24/2023	1:27:27	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326700110	9/24/2023	1:33:33	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326700459	9/24/2023	7:27:27	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326700546	9/24/2023	8:36:36	ANIMAL COMPLAINT (GENERAL)
2326700596	9/24/2023	9:06:06	DVV - VERBAL DOMESTIC
2326700836	9/24/2023	11:20:20	SHOPLIFT ~ IN PROGRESS
2326700998	9/24/2023	12:40:40	OFF ROAD VEHICLE COMPLAINT
2326701286	9/24/2023	14:55:55	TRAFFIC STOP
2326701449	9/24/2023	16:13:13	RUNAWAY
2326701655	9/24/2023	18:01:01	DV - PHYSICAL
2326702116	9/24/2023	22:03:03	FOLLOW UP
2326702137	9/24/2023	22:17:17	RESIDENTIAL BURGLARY
2326702191	9/24/2023	22:56:56	FOLLOW UP
2326800215	9/25/2023	3:41:41	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326800268	9/25/2023	4:34:34	HAZARD - TRAFFIC
2326800827	9/25/2023	10:23:23	THEFT
2326800874	9/25/2023	10:39:39	DUI
2326800962	9/25/2023	11:14:14	THEFT

Public Safety Committee
October 5, 2023

ORTING POLICE DEPARTMENT

Calls For Service
September 1 - September 27, 2023

2326801124	9/25/2023	12:24:24	911 HANG-UP/OPEN LINE
2326801150	9/25/2023	12:40:40	911 HANG-UP/OPEN LINE
2326801567	9/25/2023	15:21:21	MVC - NON INJURY
2326801622	9/25/2023	15:46:46	ANIMAL COMPLAINT (GENERAL)
2326801851	9/25/2023	17:09:09	MVC - NON INJURY
2326801949	9/25/2023	17:54:54	ANIMAL INJURED/DOA
2326801957	9/25/2023	17:57:57	TRAFFIC STOP
2326801988	9/25/2023	18:09:09	TRAFFIC STOP
2326802064	9/25/2023	18:42:42	TRAFFIC STOP
2326802185	9/25/2023	19:51:51	TRAFFIC STOP
2326802243	9/25/2023	20:19:19	TRAFFIC STOP
2326802273	9/25/2023	20:34:34	THREATS
2326802334	9/25/2023	21:06:06	WELFARE CHECK
2326802353	9/25/2023	21:17:17	911 HANG-UP/OPEN LINE
2326802572	9/25/2023	23:12:12	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326900302	9/26/2023	5:26:26	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326901033	9/26/2023	11:26:26	CITIZEN FLAG DOWN
2326901225	9/26/2023	12:41:41	INFORMATION FOR POLICE
2326901288	9/26/2023	13:01:01	VANDALISM ~ JUST OCCURRED
2326901697	9/26/2023	15:39:39	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326901793	9/26/2023	16:16:16	SUICIDE THREAT
2326902034	9/26/2023	17:58:58	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2326902082	9/26/2023	18:22:22	TRAFFIC STOP
2327000578	9/27/2023	8:59:59	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)



Case Number	Subject	Occurred On	Jurisdiction Agency	Role	M	H	Name	R	S	H2	W	R3	S4	H5	W6
2324600583	Mental Health	09/03/23	ORPD	O1	X		Person 1	B	F	5'4"	135	B	F	5'4"	135
2325102470	Mental Health - Att Arrest	09/08/23	ORPD	A1	X		Person 2	B	M	5'11"	235	B	M	5'11"	235
2326600948	Child Cruelty	09/22/23	ORPD	O1	X		Person 3	W	F	5'9"	180	W	F	5'9"	180
2326701655	Simple Assault DV Arrest	09/24/23	ORPD	A1	X		Person 4	W	M	6'0"	170	W	M	6'0"	170
2326901793	Mental Health	09/26/23	ORPD	V1	X		Person 5	W	F	5'2"	160	W	F	5'2"	160

Total Mental Health Contacts	5
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Case Number	Subject	Occurred On	Jurisdiction Agency	Role	M	H	Name	R	S	H2	W	R3	S4	H5	W6

Total Displaced Person Contacts 0

Officer	Total Training Hours	Required	Percent of Required
BOND	74.00	24.00	308%
KENYON	109.00	24.00	454%
GABRELUK	55.25	24.00	230%
TURNER	29.00	24.00	121%
G. PALOMBI	2.00	24.00	8%
J. GIBBS	85.00	24.00	354%
POWERS	23.00	24.00	96%
BOONE	130.00	24.00	542%
Total	507.25	192.00	264%